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PART II/PARTIE II

REVISED REGULATIONS OF SASKATCHEWAN/ RÈGLEMENTS RÉVISÉS DE LA SASKATCHEWAN

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REVISED REGULATIONS OF SASKATCHEWAN

CHAPTER C-30.2 REG 1

The Consumer Protection and Business Practices Act

Sections 46, 53 and 113

Order in Council 387/2014, dated June 26, 2014

(Filed June 26, 2014)

PART I Preliminary Matters

Title

1-1 These regulations may be cited as *The Consumer Protection and Business Practices Regulations*.

Interpretation

1-2 In these regulations, “**Act**” means *The Consumer Protection and Business Practices Act*.

Service of documents

1-3 Unless otherwise provided in the Act or these regulations, any document or notice required by the Act or these regulations to be served on any person may be served:

- (a) in the case of an individual:
 - (i) by personal service on that individual; or
 - (ii) by registered mail addressed to the last known residential address of the individual;
- (b) in the case of a supplier, if the supplier is a corporation:
 - (i) and has no registered office in Saskatchewan, by sending it by registered mail to the address of the corporation as shown on the receipt or other printed matter given to the consumer before or at the time of the transaction or proposed transaction;
 - (ii) and the corporation is a manufacturer and its address is not shown on any receipt or other printed matter given to the consumer before or at the time of the transaction or proposed transaction, by sending it by registered mail to the retail seller whose place of business, for the purposes of this section, is deemed to be the registered office of the manufacturer;
 - (iii) by leaving it at, or sending it by registered mail to, the registered office of the corporation;
 - (iv) by sending it by registered mail to, or by personally serving any director, officer, receiver-manager or liquidator of the corporation; or
 - (v) by personally serving any attorney required to be appointed by an extraprovincial corporation registered in Saskatchewan pursuant to *The Business Corporations Act*; and

- (c) in the case of a supplier, if the supplier is not a corporation:
 - (i) by leaving it at, or sending it by registered mail to, the supplier's place of business, and if the supplier carries on business at more than one place of business, by leaving it at, or sending it by registered mail to, any of those places of business; or
 - (ii) by personally serving the supplier or any employee of the supplier at the supplier's place of business.

PART II Marketplace Practices

Application of Part II of Act

2-1 For the purposes of section 5 of the Act, the following are exempt from the application of Part II of the Act:

- (a) a transaction or proposed transaction respecting a security as defined in *The Securities Act, 1988*;
- (b) a transaction or proposed transaction that is governed by *The Saskatchewan Insurance Act, The Trust and Loan Corporations Act, 1997, The Credit Union Act, 1985, The Credit Union Act, 1998, The Mortgage Brokerages and Mortgages Administrators Act* or *The Payday Loans Act*.

PART III Consumer Contracts

DIVISION 1 General

Interpretation of Part

3-1 In this Part, “**credit card issuer**” means a person who issues credit cards.

Value of contract

3-2 For the purposes of clause 45(2)(e) of the Act, the Act does not apply to any consumer contract for which the total consideration paid by a consumer to enter into the contract does not exceed \$50.

DIVISION 2 Internet Sales Contracts, Future Performance Contracts and Remote Contracts

Application of Division

3-3(1) Subject to section 3-4, this Division applies to internet sales contracts, future performance contracts and remote contracts, as defined in Part V of the Act.

(2) If a contract meets the definition of more than one type of contract mentioned in this Division, the following rules apply:

- (a) an internet sales contract that is also a future performance contract or a remote contract is deemed to be an internet sales contract;
- (b) a remote contract that is also a future performance contract is deemed to be a remote contract.

Exemptions

3-4(1) This Division does not apply to an internet sales contract, a remote contract or a future performance contract for consumer transactions or financial products or services regulated pursuant to:

- (a) the *Bank Act* (Canada);
- (b) the *Cooperative Credit Associations Act* (Canada);
- (c) *The Credit Union Act, 1985*;
- (d) *The Credit Union Act, 1998*;
- (e) *The Mortgage Brokerages and Mortgage Administrators Act*;
- (f) *The Payday Loans Act*;
- (g) *The Real Estate Act*;
- (h) *The Saskatchewan Insurance Act*;
- (i) *The Securities Act, 1988*;
- (j) *The Trust and Loan Corporations Act, 1997*.

(2) In addition to the Acts listed in subsection (1), this Division does not apply to a future performance contract for consumer transactions or financial products or services regulated pursuant to:

- (a) *The Cemeteries Act, 1999*;
- (b) *The Charitable Fund-raising Businesses Act*;
- (c) *The Credit Reporting Act*;
- (d) *The Direct Sellers Act*;
- (e) *The Funeral and Cremation Services Act*;
- (f) *The Hearing Aid Sales and Services Act*;
- (g) *The Motor Dealers Act*.

(3) The provisions of this Division that apply to future performance contracts do not apply to any of the following:

- (a) the supply of a prepaid purchase card, as defined in section 47 of the Act;
- (b) the supply of perishable food or a perishable food product;
- (c) the supply of accommodation;
- (d) the supply of goods and services to one person at the request of another person if:
 - (i) the goods or services are to be supplied on a single occasion and not on an ongoing basis; and
 - (ii) the person requesting the supply of the goods or services pays the price in full at the time of the request.

(4) This Division does not apply to an internet sales contract, a future performance contract or a remote contract that is also a personal development services contract or travel club contract.

Contents of contract

3-5 Every internet sales contract, future performance contract and remote contract is required to contain the following information:

- (a) the consumer's name;
- (b) the date on which the contract is entered into;
- (c) the name of the supplier and, if different, the name under which the supplier carries on business;
- (d) the telephone number of the supplier and the address of the premises from which the supplier conducts business with the consumer;
- (e) if the supplier conducts business by way of other media, such as fax and email, the other ways by which the consumer can contact the supplier;
- (f) a fair and accurate description of the goods, services or goods and services that are the subject of the contract, including any relevant technical specifications;
- (g) an itemized list of the prices of the goods, services or goods and services that are the subject of the contract, including taxes and shipping charges;
- (h) a description of any additional charges that may apply as a result of the completion of the contract but that the supplier cannot reasonably determine, such as custom duties and brokerage fees;
- (i) the total amount payable by the consumer under the contract or, if the goods, services or goods and services that are the subject of the contract are to be supplied during an indefinite period, the amount and frequency of periodic payments on account of the contract;
- (j) the currency in which the amounts mentioned in clauses (g) to (i) are expressed, if not in Canadian currency;
- (k) the terms and methods of payment on account of the contract;
- (l) the date on which the goods, services or goods and services that are the subject of the contract:
 - (i) will be supplied; or
 - (ii) will be supplied initially, and the frequency with which they will be supplied thereafter if they are to be supplied during an indefinite period;
- (m) if applicable, the date on which the services to be supplied under the contract will be completed;
- (n) for goods, the supplier's delivery arrangements, including the name of the carrier, the method of transportation and the place of delivery;
- (o) for services, the place where the services will be provided, the person to whom they will be provided and the supplier's method of providing them, including the name of any person who is to provide the services on the supplier's behalf;

- (p) the supplier's cancellation, return, exchange and refund policies, if any, related to the contract;
- (q) if the contract includes a trade-in arrangement, a description of the trade-in arrangement and the amount of the trade-in allowance;
- (r) any other restrictions, limitations and conditions that may apply.

Disclosure of information

3-6(1) Before entering into an internet sales contract or a remote contract with a consumer, a supplier must:

- (a) disclose to the consumer the information contained in clauses 3-5(c) to (r); and
- (b) provide to the consumer an express opportunity:
 - (i) to accept or decline the contract; and
 - (ii) to correct errors immediately before entering into the contract.

(2) A supplier is considered to have disclosed to the consumer the information required in subsection (1) if the information is:

- (a) prominently displayed in a clear and comprehensible manner; and
- (b) made accessible in a manner that ensures that the consumer:
 - (i) can access the information; and
 - (ii) is able to retain and print the information.

Copy of contract

3-7 Within 15 days after a supplier and a consumer enter into an internet sales contract, a future performance contract or a remote contract, the supplier must provide to the consumer a copy of the contract:

- (a) by sending it by email to the email address the consumer has given the supplier for the purposes of providing information relating to the contract;
- (b) by transmitting it by fax to the fax number the consumer has given the supplier for the purposes of providing information relating to the contract;
- (c) by mailing it or delivering it to an address the consumer has given the supplier for the purposes of providing information relating to the contract;
- (d) by leaving it with the consumer at the time the contract is entered into, if applicable; or
- (e) in any other manner that allows the supplier to prove that the consumer received it and that the information relating to the contract is:
 - (i) prominently displayed in a clear and comprehensible manner; and
 - (ii) made accessible in a manner that ensures that the consumer:
 - (A) can access the information; and
 - (B) is able to retain and print the information.

Cancellation of contract

3-8(1) A consumer may cancel an internet sales contract or a remote contract at any time after the contract is entered into until seven days after the consumer receives a copy of the contract, if the supplier does not comply with section 3-6.

(2) A consumer may cancel an internet sales contract or a remote contract within 30 days after the date the contract is entered into, if the supplier does not provide to the consumer a copy of the contract in accordance with section 3-7.

(3) A consumer may cancel a future performance contract not later than one year after the date on which the contract is entered into if:

- (a) the supplier does not provide to the consumer a copy of the contract in accordance with section 3-7; or
- (b) the contract does not contain the information required pursuant to section 3-5.

(4) In addition to the cancellation rights mentioned in subsections (1) to (3), but subject to subsection (5), a consumer may cancel an internet sales contract, a future performance contract or a remote contract at any time before delivery of the goods or commencement of the services under the contract if:

- (a) in the case of goods, the supplier does not deliver the goods within 30 days after:
 - (i) the delivery date specified in the contract; or
 - (ii) an amended delivery date agreed to in writing by the consumer and the supplier;
- (b) in the case of services other than those services mentioned in subsection (5), the supplier does not begin the services within 30 days after:
 - (i) the commencement date specified in the contract; or
 - (ii) an amended commencement date agreed to in writing by the consumer and the supplier; or
- (c) a delivery date or commencement date is not specified in the contract and the supplier does not deliver the goods or begin the services within 30 days after the date on which the contract is entered into.

(5) Notwithstanding subsection (4), if an internet sales contract or a remote contract is for travel, transportation or accommodation services, or a future performance contract is for travel or transportation services, a consumer may cancel the contract at any time before commencement of the services under the contract if the supplier does not begin the services:

- (a) on the commencement date specified in the contract; or
- (b) on an amended commencement date agreed to in writing by the consumer and the supplier.

- (6) For the purposes of subsections (4) and (5):
- (a) a supplier is deemed to have delivered the goods pursuant to an internet sales contract, a future performance contract or a remote contract if:
 - (i) delivery was attempted but was refused by the consumer at the time delivery was attempted; or
 - (ii) delivery was attempted but not made because no person was available to accept delivery for the consumer on the day for which reasonable notice was given to the consumer that the goods were available to be delivered; and
 - (b) a supplier is deemed to have commenced the services pursuant to an internet sales contract, a future performance contract or a remote contract if:
 - (i) commencement was attempted but refused by the consumer at the time that commencement was attempted; or
 - (ii) commencement was attempted but did not occur because no person was available to enable the services to begin on the day for which reasonable notice was given to the consumer that the services were available to begin.

Court may provide relief against cancellation

3-9 If, in the opinion of the court, it would be inequitable for an internet sales contract, a future performance contract or a remote contract to be cancelled pursuant to section 3-8, the court may make any order it considers appropriate.

Notice of cancellation

3-10(1) An internet sales contract, a future performance contract or a remote contract is cancelled pursuant to section 3-8 on the giving of notice of cancellation in accordance with this section.

- (2) A notice of cancellation may be expressed in any way as long as it indicates the intention of the consumer to cancel the contract.
- (3) A notice of cancellation of an internet sales contract or a remote contract:
 - (a) may be given by a consumer to a supplier by any means, including the following:
 - (i) personal service;
 - (ii) registered mail;
 - (iii) courier;
 - (iv) telephone;
 - (v) fax;
 - (vi) email; and
 - (b) is deemed to be given at the time it is sent or transmitted, as the case may be.

- (4) A notice of cancellation of a future performance contract:
- (a) may be given by a consumer to a supplier by any of the following means:
 - (i) personal service;
 - (ii) registered mail;
 - (iii) email;
 - (iv) any other means set out in the contract; and
 - (b) if given by:
 - (i) registered mail, is deemed to have been given on the seventh day following the date of its mailing unless the person to whom it was mailed establishes that, through no fault of his or her own, the person did not receive the notice of cancellation or received it at a later date;
 - (ii) email, is deemed to have been given at the time it is sent or transmitted.

Effect of cancellation

3-11(1) The cancellation of an internet sales contract, a future performance contract or a remote contract pursuant to section 3-8 operates:

- (a) to cancel the contract as if the contract had never existed; and
 - (b) to cancel, as if the contract had never existed:
 - (i) any consumer transaction that was related to the contract;
 - (ii) any guarantee given with respect to the consideration that was payable pursuant to the contract; and
 - (iii) any security given by the consumer or guarantor with respect to the consideration that was payable pursuant to the contract.
- (2) If credit is extended or arranged by a supplier with respect to an internet sales contract, a future performance contract or a remote contract:
- (a) the credit contract is conditional on the internet sales contract, future performance contract or remote contract, whether or not the credit contract is part of or attached to the internet sales contract, future performance contract or remote contract; and
 - (b) if the internet sales contract, future performance contract or remote contract is cancelled, that cancellation has the effect of cancelling the credit contract as if the internet sales contract, future performance contract or remote contract had never existed.

Responsibilities on cancellation

3-12(1) Within 15 days after an internet sales contract, a future performance contract or a remote contract is cancelled pursuant to section 3-8, the supplier must refund to the consumer all consideration paid by the consumer pursuant to the contract and any related consumer transaction, whether the consideration was paid to the supplier or to another person.

(2) If goods are delivered to a consumer pursuant to an internet sales contract, a future performance contract or a remote contract that is cancelled pursuant to section 3-8, within 15 days after the date of cancellation or delivery of the goods, whichever is later, the consumer must return the goods to the supplier unused and in the same condition in which the goods were delivered to the consumer.

(3) The consumer may return the goods pursuant to subsection (2) by any method that provides the consumer with confirmation of the delivery of the goods to the supplier.

(4) The supplier must accept a return of goods by a consumer pursuant to subsection (2).

(5) The supplier is responsible for the reasonable cost of returning goods pursuant to subsection (2).

(6) Goods that are returned by the consumer pursuant to subsection (2) otherwise than by personal delivery are deemed for the purposes of that subsection to have been returned when sent by the consumer to the supplier.

(7) Any breach of the consumer's obligations pursuant to this section is actionable by the supplier as a breach of statutory duty.

Recovery of refund

3-13 If a consumer has cancelled an internet sales contract, a future performance contract or a remote contract pursuant to section 3-8 and the supplier has not refunded all of the consideration within the 15-day period mentioned in subsection 3-12(1), the consumer may recover the consideration from the supplier pursuant to section 91 of the Act.

Cancellation of pre-authorized payments

3-14(1) Subject to subsection (2), if an internet sales contract, a future performance contract or a remote contract is cancelled pursuant to this Division, the supplier must cancel any future payments or charges that have been authorized by the consumer.

(2) Subsection (1) does not apply if:

- (a) within 30 days after the cancellation of the contract:
 - (i) the consumer and supplier enter into a new contract; and
 - (ii) the new contract is for the supply of the same goods or services that were to be supplied under the cancelled contract; and
- (b) the consumer has authorized future payments or charges for those goods or services that the consumer is to receive from the supplier under the new contract.

(3) Notwithstanding subsection (1), a consumer who has charged a credit card account for all or any part of the consideration payable pursuant to an internet sales contract, a future performance contract or a remote contract, or a related consumer transaction, may request that the credit card issuer cancel or reverse the credit card charge and any associated interest or other charges if:

- (a) the consumer has cancelled the internet sales contract, future performance contract or remote contract pursuant to section 3-8; and
- (b) the supplier has not refunded all of the consideration within the 15-day period mentioned in subsection 3-12(1).

(4) A request made pursuant to subsection (3) must:

- (a) be in writing; and
- (b) contain the following:
 - (i) the consumer's name;
 - (ii) the consumer's credit card number;
 - (iii) the expiry date of the consumer's credit card;
 - (iv) the supplier's name;
 - (v) the date on which the consumer and supplier entered into the internet sales contract, future performance contract or remote contract;
 - (vi) the dollar amount of the consideration charged to the credit card account with respect to the internet sales contract, future performance contract or remote contract, or the related consumer transaction;
 - (vii) a description sufficient to identify the goods, services or goods and services that were the subject of the internet sales contract, future performance contract or remote contract that was cancelled;
 - (viii) the reason for cancellation of the internet sales contract, future performance contract or remote contract pursuant to section 3-8;
 - (ix) the date and means by which notice of cancellation of the internet sales contract, future performance contract or remote contract was given by the consumer.

(5) A request made pursuant to subsection (3) may be given to the credit card issuer by any means, including the following:

- (a) personal service;
- (b) registered mail;
- (c) courier;
- (d) fax;
- (e) email.

- (6) A request given pursuant to subsection (3) is deemed to be given at the time it is sent or transmitted, as the case may be.
- (7) A credit card issuer may require a consumer to verify the content of a request made pursuant to subsection (3) by affidavit or declaration.
- (8) The credit card issuer must:
 - (a) acknowledge a request made pursuant to subsection (3) within 30 days after receiving the request; and
 - (b) if the request meets the requirements set out in subsection (4), cancel or reverse the credit card charge and any associated interest or other charges within two complete billing cycles of the credit card issuer or within 90 days after receiving the request, whichever occurs first.

DIVISION 3

Personal Development Services Contracts

Interpretation of Division

3-15 In this Division, “**fee**” means all amounts payable by a consumer to a supplier pursuant to a personal development services contract.

Application of Division

3-16 This Division applies to personal development services contracts.

Contract in writing

3-17 Every personal development services contract must be in writing.

Contents of personal development services contract

3-18(1) A personal development services contract must contain the following information:

- (a) the consumer’s name;
- (b) the name of the supplier and, if different, the name under which the supplier carries on business;
- (c) the telephone number of the supplier and the address of the premises from which the supplier conducts business with the consumer;
- (d) if the supplier conducts business by way of other media, such as fax and email, the other ways by which the consumer can contact the supplier;
- (e) the names of the following people:
 - (i) the person, if any, who solicited the consumer in connection with the contract;
 - (ii) the person, if any, who negotiated the contract with the consumer;
 - (iii) the person who concluded the contract with the consumer;
- (f) the address of the facility at which the personal development services will be available;

- (g) the date on which the contract is entered into;
 - (h) the commencement date of the contract and the date on which the contract expires;
 - (i) a list of the basic personal development services that the supplier is to make available to the consumer under the contract that fairly and accurately describes each service;
 - (j) the total amount payable by the consumer under the contract;
 - (k) the reduction, if any, in the price payable by the consumer if a personal development service is not available on the date specified in clause (n);
 - (l) the currency in which the amounts mentioned in clauses (j) and (k) are expressed, if not in Canadian currency;
 - (m) the terms and methods of payment on account of the contract and the consequences of non-payment of any amount that is payable by the consumer;
 - (n) for each personal development service contracted for, the date on which it will be available to the consumer;
 - (o) a statement that if a personal development service is not available at the time the consumer is to make a payment with respect to it, the consumer shall make the payment through the trust corporation named in the contract at the address set out in the contract;
 - (p) a statement of consumer rights as set out in section 3-19;
 - (q) if the contract provides for the renewal or extension of the contract, a statement describing the requirements for renewal or extension of the contract, including the information set out in section 3-23;
 - (r) if the contract includes a trade-in arrangement, a description of the trade-in arrangement and the amount of the trade-in allowance;
 - (s) any other restrictions, limitations and conditions that may apply.
- (2) If a consumer agrees in writing to use an alternative facility until the primary facility becomes available, the personal development services contract must contain the following information in addition to the information set out in subsection (1):
- (a) the address of the alternative facility;
 - (b) a list of the personal development services that the supplier is to make available to the consumer at the alternative facility that fairly and accurately describes each service and sets out the price payable for the services on a monthly basis;
 - (c) for each personal development service that the supplier is to make available at the alternative facility, the date on which it will be available to the consumer;
 - (d) the reduction, if any, in the price payable by the consumer if a personal development service is not available at the alternative facility on the date specified in clause (c).

Statement of consumer rights

3-19(1) The statement of consumer rights mentioned in clause 3-18(1)(p) must appear in the personal development services contract as follows:

Your Rights under *The Consumer Protection and Business Practices Act*

You may cancel this contract at any time during the period that ends seven (7) days after the later of the day you receive a written copy of the contract and the day all the services are available (in calculating the 7 days, count only days on which the supplier is open for business). You do not need to give [supplier's name] a reason for cancelling during this period.

In addition, there are other grounds that allow you to cancel this contract. You may also have other rights, duties and remedies at law. For more information, you may contact the Consumer Protection Division, Financial and Consumer Affairs Authority of Saskatchewan.

To cancel this contract, you must give notice of cancellation to [supplier's name], at [supplier's address], by personal service, by registered mail or by any other means set out in the contract.

If you cancel this contract, the supplier has fifteen (15) days to refund any payment you have made.

- (2) Subject to subsection (3), the information set out in subsection (1) must be displayed in not less than 10-point type.
- (3) The words "Your Rights under *The Consumer Protection and Business Practices Act*" must be displayed in not less than 12-point bold type.
- (4) Subject to subsection (5), the statement of consumer rights must appear on the first page of the personal development services contract.
- (5) If the statement of consumer rights appears on a page other than the first page of the personal development services contract, there must be a notice on the first page of the contract, in not less than 12-point bold type, indicating where in the contract the statement appears.

Delivery of personal development services contract

3-20 Within 15 days after a supplier and a consumer enter into a personal development services contract, the supplier must provide a copy of the contract to the consumer by:

- (a) sending it by email to the email address the consumer has given the supplier for the purposes of providing information relating to the contract;
- (b) transmitting it by fax to the fax number the consumer has given the supplier for the purposes of providing information relating to the contract;
- (c) mailing it or delivering it to an address the consumer has given the supplier for the purposes of providing information relating to the contract; or
- (d) providing it to the consumer in any other manner that allows the supplier to prove that the consumer received it.

Payments not required or accepted

3-21 No supplier shall require or accept payment for personal development services from a consumer if:

- (a) the supplier does not have a personal development services contract with the consumer; or
- (b) the supplier has a personal development services contract with the consumer but the personal development services contract does not contain the information required pursuant to section 3-18.

Term of contract

3-22(1) In this section, “**prepayment of fees**” means, in relation to any personal development services contract, a fee that is paid or payable before any or all of the services contracted for are provided.

- (2) No personal development services contract shall be made for a term longer than two years.
- (3) Any personal development services contract entered into for a term exceeding two years is void.
- (4) A supplier who agrees to provide personal development services under a personal development services contract must not require or accept prepayment of fees for any period or periods totalling more than 12 months.

Renewal or extension of contract

3-23(1) A personal development services contract that provides for the renewal or extension of the contract beyond an original term of two years is void unless the supplier complies with the requirements set out in subsection (2).

(2) At least 30 days before the personal development services contract expires, but not more than 90 days before that date, the supplier shall deliver to the consumer in the manner specified in the contract pursuant to clause (4)(b):

- (a) a written notice of renewal or extension that:
 - (i) sets out the date of the renewal or extension of the contract;
 - (ii) states that pursuant to *The Consumer Protection and Business Practices Act* the supplier is required to deliver the notice to the consumer in the manner specified in the contract at least 30 days but not more than 90 days before the contract expires;
 - (iii) sets out the address of the premises from which the supplier conducts business and information respecting other ways, if any, in which the supplier can be contacted by the consumer, such as the fax number and email address of the supplier; and
 - (iv) states that the contract will not be renewed or extended if, before the date set out in the notice, the consumer notifies the supplier at the address set out in the notice or by contacting the supplier in some other way as set out in the notice that the consumer does not intend to renew or extend the contract; and
- (b) a copy of the contract that clearly notes all changes that the supplier has made to the contract.

(3) Subsection (2) does not apply to a personal development services contract that provides for successive monthly renewals if the consumer has the option of terminating the contract on one month's notice or less.

(4) The statement describing the requirements for renewal or extension of a personal development services contract mentioned in clause 3-18(1)(q) must include the following:

- (a) a description of the requirements for renewal or extension of a contract, as set out in subsection (2);
- (b) a description or statement of the manner, which must be by one of the following methods, in which the supplier delivers a notice to the consumer about renewal and extension:
 - (i) mail or personal delivery to an address specified by the consumer in the contract;
 - (ii) email to an email address specified by the consumer in the contract;
 - (iii) fax to a fax number specified by the consumer in the contract;
- (c) a statement that the contract is deemed not to be renewed or extended if, at any time before the time for renewal or extension, the consumer notifies the supplier that he or she does not intend to renew or extend the contract.

One contract per distinct service

3-24(1) No supplier shall enter into a new contract for personal development services with a consumer with whom the supplier has an existing contract for personal development services unless the new contract is for personal development services that are distinctly different from the services provided under the existing contract.

(2) Any new contract entered into in contravention of subsection (1) is void.

(3) For the purposes of subsection (1), a different term or a different commencement date does not constitute a distinct difference in the personal development services to be provided.

(4) Nothing in this section prevents a personal development services contract from being renewed during the term of the contract if the renewal meets the requirements set out in section 3-23.

Instalment plan

3-25(1) Every supplier of personal development services pursuant to a personal development services contract shall make available to consumers at least one plan for instalment payments of the fee that allows consumers to make equal monthly payments over the term of the personal development services contract.

(2) No supplier shall provide an instalment payment plan through which the total amount paid by instalments exceeds the fee by more than 25%.

Cancellation of personal development services contract

3-26(1) A consumer may, without reason, cancel a personal development services contract within seven days after the later of:

- (a) receiving the written copy of the contract pursuant to section 3-20; and
 - (b) the day on which all services contracted for are available to the consumer.
- (2) The period mentioned in subsection (1) is to be calculated using only those days on which the supplier is open for business.
- (3) In addition to the cancellation rights mentioned in subsection (1), a consumer, or a person described in subsection (4), may cancel a personal development services contract:

- (a) within one year after the date on which the consumer entered into the contract if the copy of the contract provided to the consumer pursuant to section 3-20 does not contain the information required pursuant to section 3-18; or

- (b) at any time:

- (i) if one of the following material changes in circumstances of the consumer occurs:

- (A) the consumer's death;

- (B) the physical, medical or mental incapacity of the consumer, substantiated in writing by a duly qualified medical practitioner showing that the consumer's continued participation:

- (I) is unreasonable because of the consumer's condition; or

- (II) is likely to endanger the consumer's health;

- (C) the relocation of the consumer for the remainder of the duration of the contract so that the distance between the consumer and the supplier is more than 30 kilometres greater than when the consumer and the supplier entered into the contract, but only if the supplier does not provide reasonably comparable alternative facilities for the use of the consumer that are not more than 30 kilometres from the consumer's new location; or

- (ii) if one of the following material changes in the services provided by the supplier occurs:

- (A) the services are not available or are no longer substantially available as provided in the contract because of the supplier's discontinuance of operation or substantial change in operation;

- (B) the supplier relocated the supplier's facility to a location that is more than 10 kilometres from the supplier's former location.

- (4) For the purposes of subsection (3), a representative of a consumer may cancel a personal development services contract on the consumer's behalf if:
- (a) the consumer is physically disabled or lacks capacity; or
 - (b) the consumer is deceased.
- (5) Section 3-33 does not apply to a cancellation pursuant to clause (3)(b).
- (6) If a consumer cancels a personal development services contract pursuant to clause (3)(b), the supplier must:
- (a) within 15 days after the notice of cancellation has been given in accordance with section 3-30, refund to the consumer the amount calculated in accordance with section 3-27; and
 - (b) within 30 days after the notice of cancellation has been given in accordance with section 3-30, return to the consumer every negotiable instrument executed by the consumer in connection with the contract that has not already been negotiated.

Manner of calculating refund

3-27(1) For the purposes of clause 3-26(6)(a), if the personal development services contract is cancelled as a result of a material change in circumstances of the consumer, the supplier must refund to the consumer the amount R calculated in accordance with the following formula:

$$R = (U/T \times P) \times 70\%$$

where:

U is the number of days remaining in the term of the contract at the date of cancellation;

T is the full term of the contract expressed in days; and

P is all payments made under the contract.

(2) For the purposes of clause 3-26(6)(a), if the personal development services contract is cancelled as a result of a material change in the services provided by the supplier, the supplier must refund to the consumer the amount R calculated in accordance with the following formula:

$$R = U/T \times P$$

where:

U is the number of days remaining in the term of the contract at the date of cancellation;

T is the full term of the contract expressed in days; and

P is all payments made under the contract.

Trustee for payment if facility unavailable

3-28(1) No supplier shall receive payment from a consumer pursuant to a personal development services contract for personal development services that are not available at the time the payment is made unless the payment is made through a trust corporation that:

- (a) is licensed pursuant to *The Trust and Loan Corporations Act, 1997*; and
 - (b) has agreed to act as a trustee for the payment.
- (2) Subsection (1) does not apply if:
- (a) the personal development service that is not available is the use of a facility; and
 - (b) the consumer has agreed in writing to use another facility provided by the supplier until the facility set out in the contract is available.
- (3) Every trustee acting pursuant to subsection (1) shall act in accordance with section 3-29.
- (4) If a supplier has engaged the services of a trustee pursuant to subsection (1):
- (a) any notice to the trustee is deemed to be notice to the supplier; and
 - (b) any money payable by the supplier is payable by the trustee to the extent that the trustee holds sufficient trust funds for that purpose.

Requirements of trust corporations

3-29(1) For the purposes of section 3-28, the trustee shall, on receiving any payment from a consumer, provide the consumer with written confirmation of receipt of the payment and of the fact that the payment will be dealt with in accordance with these regulations.

- (2) No trustee shall release funds received from a consumer to a supplier until the personal development services are available.
- (3) If a consumer cancels a personal development services contract in accordance with these regulations, the trustee shall release the funds held pursuant to section 3-28 to that consumer.
- (4) If a facility is not available for use on the day specified in the personal development services contract, the trustee shall refund all payments received from the consumer unless the consumer agrees in writing to permit the trustee to retain the payment.
- (5) No permission given pursuant to subsection (4) applies for longer than 90 days, but a subsequent permission may be given on the expiration of a permission.

Notice of cancellation

3-30(1) A personal development services contract is cancelled pursuant to section 3-26 on the giving of a written notice of cancellation in accordance with this section.

- (2) A written notice of cancellation may be expressed in any way as long as it indicates the intention of the consumer to cancel the personal development services contract.

- (3) The consumer may give a written notice of cancellation:
 - (a) by personal service;
 - (b) by registered mail;
 - (c) by leaving a copy with the facility; or
 - (d) by any other means set out in the personal development services contract.
- (4) The consumer may send or deliver the written notice of cancellation:
 - (a) to an address of the supplier set out in the personal development services contract; or
 - (b) if the consumer did not receive a written copy of the personal development services contract or there is no address set out in the personal development services contract, to an address of the supplier known to the consumer.
- (5) If a written notice of cancellation is given by registered mail, the written notice of cancellation is deemed to have been given on the third day following the date of its mailing, unless the person to whom it is mailed establishes that, through no fault of his or her own, the person did not receive the written notice of cancellation or received it at a later date.

Court may provide relief against cancellation

3-31 If, in the opinion of the court, it would be inequitable for a personal development services contract to be cancelled pursuant to section 3-26, the court may make any order it considers appropriate.

Effect of cancellation

3-32(1) The cancellation of a personal development services contract pursuant to section 3-26 operates:

- (a) to cancel the contract as if the contract had never existed; and
 - (b) to cancel, as if the contract had never existed:
 - (i) any consumer transaction that was related to the contract;
 - (ii) any guarantee given with respect to the consideration that was payable pursuant to the contract; and
 - (iii) any security given by the consumer or guarantor with respect to the consideration that was payable pursuant to the contract.
- (2) If credit is extended or arranged by a supplier with respect to a personal development services contract:
- (a) the credit contract is conditional on the personal development services contract, whether or not the credit contract is part of or attached to the personal development services contract; and
 - (b) if the personal development services contract is cancelled, that cancellation has the effect of cancelling the credit contract as if the personal development services contract had never existed.

Responsibilities on cancellation

3-33 Within 15 days after a personal development services contract is cancelled pursuant to section 3-26, the supplier must refund to the consumer all consideration paid by the consumer pursuant to the personal development services contract and any related consumer transaction, whether the consideration was paid to the supplier or to another person.

Recovery of refund

3-34 If a consumer has cancelled a personal development services contract pursuant to subsection 3-26(1) or clause 3-26(3)(a) and the supplier has not refunded all of the consideration within the 15-day period mentioned in section 3-33, the consumer may recover the consideration from the supplier pursuant to section 91 of the Act.

Cancellation of pre-authorized payments

3-35 If a personal development services contract is cancelled pursuant to this Division, the supplier must cancel any future payments or charges that have been authorized by the consumer.

DIVISION 4 Travel Club Contracts

Application of Division

3-36 This Division applies to travel club contracts.

Contract in writing

3-37 Every travel club contract must be in writing.

Contents of travel club contract

3-38 A travel club contract must contain the following information:

- (a) the consumer's name;
- (b) the name of the supplier and, if different, the name under which the supplier carries on business;
- (c) the telephone number of the supplier and the address of the premises from which the supplier conducts business with the consumer;
- (d) if the supplier conducts business by way of other media, such as fax and email, the other ways by which the consumer can contact the supplier;
- (e) the names of the following people:
 - (i) the person, if any, who solicited the consumer in connection with the contract;
 - (ii) the person, if any, who negotiated the contract with the consumer;
 - (iii) the person who concluded the contract with the consumer;
- (f) the date on which, and the place where, the contract is entered into;
- (g) the commencement date of the contract and the date on which the contract expires;

- (h) a fair and accurate description of the consumer's rights to discounts or other benefits on the purchase of transportation, accommodation or other services related to travel;
- (i) an itemized list setting out:
 - (i) the amount of any one-time payment payable by the consumer on entering into the contract and the goods or services, or goods and services, for which it is payable;
 - (ii) the amount of each additional one-time payment payable by the consumer and the goods or services, or goods and services, for which each payment is payable; and
 - (iii) the amount and frequency of periodic payments payable by the consumer and the goods or services, or goods and services, for which each payment is payable;
- (j) the total amount payable by the consumer under the contract;
- (k) the currency in which the amounts mentioned in clauses (i) and (j) are expressed, if not in Canadian currency;
- (l) the terms and methods of payment on account of the contract and the consequences of non-payment of any amount that is payable by the consumer;
- (m) a statement of consumer rights as set out in section 3-39;
- (n) if the contract provides for the renewal or extension of the contract, a statement describing the requirements for renewal or extension of the contract, including the information set out in section 3-42;
- (o) any other restrictions, limitations and conditions that may apply.

Statement of consumer rights

3-39(1) The statement of consumer rights mentioned in clause 3-38(m) must appear in the travel club contract as follows:

**Your Rights under *The Consumer Protection
and Business Practices Act***

You may cancel this contract at any time during the period that ends ten (10) days after the later of the day you receive a written copy of the contract and the day all the services are available. You do not need to give [supplier's name] a reason for cancelling during this period.

In addition, there are other grounds that allow you to cancel this contract. You may also have other rights, duties and remedies at law. For more information, you may contact the Consumer Protection Division, Financial and Consumer Affairs Authority of Saskatchewan.

To cancel this contract, you must give notice of cancellation to [supplier's name], at [supplier's address], by personal service, by registered mail or by any other means set out in the contract.

If you cancel this contract, the supplier has fifteen (15) days to refund any payment you have made.

(2) Subject to subsection (3), the information set out in subsection (1) must be displayed in not less than 10-point type.

(3) The words “Your Rights under *The Consumer Protection and Business Practices Act*” must be displayed in not less than 12-point bold type.

(4) Subject to subsection (5), the statement of consumer rights must appear on the first page of the travel club contract.

(5) If the statement of consumer rights appears on a page other than the first page of the travel club contract, there must be a notice on the first page of the contract, in not less than 12-point bold type, indicating where in the contract the statement appears.

Delivery of travel club contract

3-40 Within 15 days after a supplier and a consumer enter into a travel club contract, the supplier must provide a copy of the contract to the consumer by:

- (a) sending it by email to the email address the consumer has given the supplier for the purposes of providing information relating to the contract;
- (b) transmitting it by fax to the fax number the consumer has given the supplier for the purposes of providing information relating to the contract;
- (c) mailing it or delivering it to an address the consumer has given the supplier for the purposes of providing information relating to the contract; or
- (d) providing it to the consumer in any other manner that allows the supplier to prove that the consumer received it.

Term of contract

3-41(1) In this section, “**prepayment of fees**” means, in relation to any travel club contract, a fee that is paid or payable before any or all of the services contracted for are provided.

(2) No travel club contract shall be made for a term longer than one year.

(3) Any travel club contract entered into for a term exceeding one year is void.

(4) A supplier who agrees to provide any services under a travel club contract must not require or accept prepayment of fees in excess of \$500.

Renewal or extension of contract

3-42(1) A travel club contract that provides for the renewal or extension of the contract beyond the original term of one year is void unless the supplier complies with the requirements set out in subsection (2).

(2) At least 30 days before the travel club contract expires, but not more than 90 days before that date, the supplier shall deliver to the consumer in the manner specified in the contract pursuant to clause (4)(b):

- (a) a written notice of renewal or extension that:
 - (i) sets out the date of the renewal or extension of the contract;
 - (ii) states that pursuant to *The Consumer Protection and Business Practices Act* the supplier is required to deliver the notice to the consumer in the manner specified in the contract at least 30 days but not more than 90 days before the contract expires;

(iii) sets out the address of the premises from which the supplier conducts business and information respecting other ways, if any, in which the supplier can be contacted by the consumer, such as the fax number and email address of the supplier; and

(iv) states that the contract will not be renewed or extended if, before the date set out in the notice, the consumer notifies the supplier at the address set out in the notice or by contacting the supplier in some other way as set out in the notice that the consumer does not intend to renew or extend the contract; and

(b) a copy of the contract that clearly notes all changes that the supplier has made to the contract.

(3) Subsection (2) does not apply to a travel club contract that provides for successive monthly renewals if the consumer has the option of terminating the contract on one month's notice or less.

(4) The statement describing the requirements for renewal or extension of a travel club contract mentioned in clause 3-38(n) must include the following:

(a) a description of the requirements for renewal or extension of a contract, as set out in subsection (2);

(b) a description or statement of the manner, which must be by one of the following methods, in which the supplier delivers a notice to the consumer about renewal and extension:

(i) mail or personal delivery to an address specified by the consumer in the contract;

(ii) email to an email address specified by the consumer in the contract;

(iii) fax to a fax number specified by the consumer in the contract;

(c) a statement that the contract is deemed not to be renewed or extended if, at any time before the time for renewal or extension, the consumer notifies the supplier that he or she does not intend to renew or extend the contract.

One contract per consumer

3-43(1) No supplier shall enter into a new travel club contract with a consumer with whom the supplier has an existing travel club contract.

(2) Any new contract entered into in contravention of subsection (1) is void.

(3) Nothing in this section prevents a travel club contract from being renewed during the term of the contract if the renewal meets the requirements set out pursuant to section 3-42.

Cancellation of travel club contract

3-44(1) A consumer may, without reason, cancel a travel club contract within 10 days after receiving a written copy of the contract pursuant to section 3-40.

(2) In addition to the cancellation rights mentioned in subsection (1), a consumer may cancel a travel club contract:

(a) within one year after the date on which the consumer entered into the contract if the copy of the contract provided to the consumer pursuant to section 3-40 does not contain the information required pursuant to section 3-38;

(b) at any time if the services, discounts or other benefits to be provided under the travel club contract become unavailable or substantially unavailable as provided in the travel club contract as a result of:

(i) a substantial change in the operation of the travel club; or

(ii) the supplier's discontinuance of operations.

(3) Section 3-49 does not apply to a cancellation pursuant to clause (2)(b).

(4) If a consumer cancels a travel club contract pursuant to clause (2)(b), the supplier must:

(a) within 15 days after the notice of cancellation has been given in accordance with section 3-46, refund to the consumer the amount calculated in accordance with section 3-45; and

(b) within 30 days after the notice of cancellation has been given in accordance with section 3-46, return to the consumer every negotiable instrument executed by the consumer in connection with the contract that has not already been negotiated.

Manner of calculating refund

3-45 For the purposes of clause 3-44(4)(a), the supplier must refund to the consumer the amount R calculated in accordance with the following formula:

$$R = U/T \times P$$

where:

U is the number of days remaining in the term of the travel club contract at the date of cancellation;

T is the full term of the contract expressed in days; and

P is all payments made under the contract.

Notice of cancellation

3-46(1) A travel club contract is cancelled pursuant to section 3-44 on the giving of a notice of cancellation in accordance with this section.

(2) A notice of cancellation may be expressed in any way as long as it indicates the intention of the consumer to cancel the travel club contract.

(3) A notice of cancellation may be given by the consumer to a supplier by any of the following means:

- (a) personal service;
- (b) registered mail;
- (c) any other means set out in the travel club contract.

(4) If the notice of cancellation is given by registered mail, the notice of cancellation is deemed to have been given on the seventh day following the date of its mailing unless the person to whom it was mailed establishes that, through no fault of his or her own, the person did not receive the notice of cancellation or received it at a later date.

Court may provide relief against cancellation

3-47 If, in the opinion of the court, it would be inequitable for a travel club contract to be cancelled pursuant to section 3-44, the court may make any order it considers appropriate.

Effect of cancellation

3-48(1) The cancellation of a travel club contract pursuant to section 3-44 operates:

- (a) to cancel the contract as if the contract had never existed; and
- (b) to cancel, as if the contract had never existed:
 - (i) any consumer transaction that was related to the contract;
 - (ii) any guarantee given with respect to the consideration that was payable pursuant to the contract; and
 - (iii) any security given by the consumer or guarantor with respect to the consideration that was payable pursuant to the contract.

(2) If credit is extended or arranged by a supplier with respect to a travel club contract:

- (a) the credit contract is conditional on the travel club contract, whether or not the credit contract is part of or attached to the travel club contract; and
- (b) if the travel club contract is cancelled, that cancellation has the effect of cancelling the credit contract as if the travel club contract had never existed.

Responsibilities on cancellation

3-49 Within 15 days after a travel club contract is cancelled pursuant to section 3-44, the supplier must refund to the consumer all consideration paid by the consumer pursuant to the contract and any related consumer transaction, whether the consideration was paid to the supplier or to another person.

Recovery of refund

3-50 If a consumer has cancelled a travel club contract pursuant to subsection 3-44(1) or clause 3-44(2)(a) and the supplier has not refunded all the consideration within the 15-day period mentioned in section 3-49, the consumer may recover the consideration from the supplier pursuant to section 91 of the Act.

Cancellation of pre-authorized payments

3-51 If a travel club contract is cancelled pursuant to this Division, the supplier must cancel any future payments or charges that have been authorized by the consumer.

PART IV
Prepaid Purchase Cards

Non-application of sections 49 and 51 of Act in special circumstances

4-1(1) The prohibition set out in section 49 of the Act does not apply to a person who issues a prepaid purchase card to a consumer in the following circumstances:

- (a) if the prepaid purchase card is issued for a charitable purpose;
 - (b) if the consumer provides nothing of value for the prepaid purchase card.
- (2) Section 51 of the Act does not apply to a person who issues a prepaid purchase card to a consumer in the following circumstances:

- (a) if the prepaid purchase card is issued for a charitable purpose;
- (b) if the consumer provides nothing of value for the prepaid purchase card.

Card with expiry date

4-2 A person may issue or sell a prepaid purchase card that has an expiry date as long as:

- (a) the expiry date applies only to the plastic card or written certificate;
- (b) the balance, if any, remaining on the prepaid purchase card does not expire; and
- (c) if there is a remaining balance on the prepaid purchase card, the issuer or seller:
 - (i) replaces the plastic card or written certificate with a new plastic card or written certificate in the amount of that balance; and
 - (ii) in accordance with section 51 of the Act, does not charge any fees to the holder of the prepaid purchase card for replacing the plastic card or written certificate as provided in subclause (i).

Permitted fees

4-3 A person who issues or sells a prepaid purchase card may charge the following fees in relation to the prepaid purchase card:

- (a) a fee for replacing a lost or stolen prepaid purchase card;
- (b) a fee for customizing the prepaid purchase card.

Disclosure

4-4(1) At the time a prepaid purchase card is issued or sold, the issuer or seller must provide the consumer with the following information:

- (a) a description of all restrictions, limitations and conditions that the issuer or seller imposes on the use of the prepaid purchase card, including any permitted fee or expiry date;
 - (b) a description of the way in which the consumer can obtain information respecting the prepaid purchase card, including any remaining balance.
- (2) The issuer or seller of a prepaid purchase card must provide the consumer with the information required by subsection (1) in a clear manner and in a way likely to bring it to the consumer's attention.

PART V
Designated Activities and Licensing

Forfeiture of financial security

5-1(1) Notwithstanding that the Crown in right of Saskatchewan has not suffered any loss or damage:

- (a) every bond filed with the director pursuant to the Act must be construed as being a penal bond; and
 - (b) if any bond is forfeited pursuant to this section, the amount due and owing as a debt to the Crown in right of Saskatchewan by the person bound by the bond must be determined as if the Crown had suffered a loss or damage that would entitle the Crown to be indemnified to the maximum amount of liability set out in the bond.
- (2) Subject to subsection (3), every bond filed pursuant to section 59 of the Act is forfeited on the demand of the director if:
- (a) the person with respect to whose conduct the bond is conditioned, or any agent or representative of that person, has been convicted of:
 - (i) an offence pursuant to the Act or these regulations; or
 - (ii) an offence involving fraud or theft or conspiracy to commit an offence involving fraud or theft pursuant to the *Criminal Code*;
 - (b) a judgment with respect to a claim relating to the activities of the designated business for which the licence has been granted has been given against the person with respect to whose conduct the bond is conditioned or against any agent or representative of that person;
 - (c) the person with respect to whose conduct the bond is conditioned commits an act of bankruptcy, whether or not proceedings have been taken pursuant to the *Bankruptcy and Insolvency Act* (Canada); or
 - (d) a decision has been rendered by the director, in writing, stating in effect that, after consideration and investigation of a complaint, the director is satisfied that the person with respect to whose conduct the bond is conditioned, or any agent or representative of that person:
 - (i) has contravened any provision of the Act or these regulations or has failed to comply with any of the terms, conditions or restrictions to which the person's licence is subject; or
 - (ii) is in breach of contract with a consumer who obtains goods and services relating to the activities of the designated business for which the licence has been granted.
- (3) Subsection (2) applies only if the conviction, judgment, order or decision mentioned in that subsection 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.

(4) Notwithstanding that the Crown in right of Saskatchewan has not suffered any loss or damage, the director may have recourse to a letter of credit provided pursuant to section 59 of the Act by presenting a demand to the issuer of the letter of credit, together with the letter of credit, if the director has reason to believe that any grounds set out in clauses (2)(a) to (d) exists.

(5) On a demand of the director pursuant to subsection (4), the amount of the proceeds of the letter of credit is forfeited to the Crown in right of Saskatchewan.

(6) The director may pay any money realized pursuant to a bond or letter of credit to any of the following on any conditions the director considers appropriate:

(a) the local registrar of the court for any persons that may become judgment creditors of the licensee named in the bond or the letter of credit, as the case may be, for claims relating to the activities of the licensee for which the licence has been granted;

(b) any trustee, custodian, interim receiver, receiver or liquidator of the licensee named in the bond or the letter of credit, as the case may be;

(c) any person that the director considers entitled to the money for a claim arising out of an action of the licensee relating to the activities of the licensee for which the licence has been granted.

(7) The director shall pay any money not paid pursuant to subsection (6) to the following after the payment of any expenditures incurred by the director in connection with the realization on the financial security and the determination and settlement of valid claims:

(a) in the case of a bond, to the surety or obligor under the bond;

(b) in the case of a letter of credit, to the obligor under the letter of credit.

Change in circumstances

5-2 For the purposes of section 70 of the Act, a change in circumstances consists of:

(a) a change in any of the following information previously provided to the director in an application for a licence, a renewal of a licence or the reinstatement of a licence:

(i) an address, including an address for service, or a telephone number;

(ii) the name of the applicant or the licensee;

(iii) if the applicant or licensee is a partnership or a corporation, the fiscal year;

(iv) if the applicant or licensee is a corporation, an officer or director of the corporation;

(v) if the applicant or licensee is a partnership, a partner of the partnership;

(vi) the location at which the licensee retains, or the applicant will retain, records required to be kept by the Act;

(vii) any other material change;

- (b) if the licence is for a specific location, the licensee ceasing to carry on business at that location;
- (c) the commencement of bankruptcy, receivership or winding-up proceedings with respect to the applicant or licensee;
- (d) the suspension, cancellation, surrendering or amendment in any other jurisdiction of the applicant's or licensee's authority to carry on business relating to the activities for which the licence has been applied for and granted;
- (e) the imposition of any terms, conditions or restrictions on, or the variation or modification of any terms, conditions or restrictions imposed on, the applicant's or licensee's authority to carry on business as a designated business in any other jurisdiction;
- (f) a civil action or a regulatory proceeding being brought against the applicant or licensee or any director, officer or partner of the applicant or licensee, in relation to:
 - (i) fraud;
 - (ii) breach of trust;
 - (iii) deceit;
 - (iv) misrepresentation; or
 - (v) the actions of the applicant or licensee in the activities for which the licence has been applied for and granted;
- (g) the issuing of a judgment or decision by a court or other adjudicator against the applicant or licensee or any director, officer or partner of the applicant or licensee, in relation to:
 - (i) fraud;
 - (ii) breach of trust;
 - (iii) deceit;
 - (iv) misrepresentation; or
 - (v) the actions of the applicant or licensee in the activities for which the licence has been applied for and granted;
- (h) the instituting of proceedings against, or conviction of, the applicant or licensee or any director, officer or partner of the applicant or licensee with respect to a criminal offence, or any other offence under the laws of any other jurisdiction, excluding traffic offences; or
- (i) any change in circumstances that provides reasonable grounds to believe that the financial security required by the director pursuant to section 59 of the Act may not be in force or effective in accordance with its terms or may otherwise fail to meet the requirements of the director.

PART VI
Repeal and Coming into Force

R.R.S. c.C-30.1 Reg 2 repealed

6-1 *The Consumer Protection Regulations, 2007* are repealed.

Coming into force

6-2(1) Subject to subsection (2), these regulations come into force on the day on which section 1 of *The Consumer Protection and Business Practices Act* comes into force.

(2) If section 1 of *The Consumer Protection and Business Practices Act* comes into force before the day on which these regulations are filed with the Registrar of Regulations, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

CHAPTER T-18.1 REG 14*The Traffic Safety Act*

Section 287

Order in Council 381/2014, dated June 26, 2014

(Filed June 26, 2014)

Title**1** These regulations may be cited as *The Seat Belt Exemption Regulations, 2014*.**Interpretation****2** In these regulations:

- (a) “**Act**” means *The Traffic Safety Act*;
- (b) “**Class**”, with respect to a motor vehicle, means a Class established pursuant to *The Vehicle Classification and Registration Regulations*.

Exemptions re seat-belt assembly for certain drivers**3** The following persons are exempt from the requirements set out in subsection 248(1) of the Act:

- (a) the driver of a motor vehicle when travelling at less than 40 kilometres per hour and making intermittent stops at intervals of 100 metres or less if the motor vehicle is being used for:
 - (i) transporting and clearing garbage from a municipality;
 - (ii) door-to-door delivery of dairy products;
 - (iii) transporting items for a municipality for recycling; or
 - (iv) mail delivery;
- (b) the driver of a motor vehicle registered in Class PT while transporting passengers for hire;
- (c) a police officer while the police officer is transporting prisoners or other persons who, in the opinion of the police officer, represent a danger to the personal safety of the police officer, except where provision has been made for the safety of the police officer.

Exemptions re certain drivers of Class PC motor vehicle**4** The driver of a motor vehicle that is registered in Class PC is exempt from subsection 248(1) of the Act if:

- (a) the driver is operating the motor vehicle on a regularly scheduled route and the motor vehicle is travelling at less than 40 kilometres per hour; or
- (b) the driver has reason to believe that his or her safety may be compromised.

Exemption re seat-belt assembly for certain passengers

5 Subsection 248(2) of the Act does not apply to a passenger riding in a motor vehicle if:

- (a) the motor vehicle is a school bus registered in Class PB;
- (b) the motor vehicle is registered in the following Classes:
 - (i) Class PC;
 - (ii) Class PS; or
- (c) the passenger is under lawful arrest or has been committed to, or is currently being held or detained in, a correctional facility, jail, remand centre, penitentiary, detention centre or other custodial centre.

Exemption for drivers of certain motor vehicles re passengers under 16 years

6 Subsection 248(4) of the Act does not apply to the driver of a motor vehicle if the motor vehicle is registered in:

- (a) Class PC;
- (b) Class PS;
- (c) Class PT or Class PB and is transporting passengers for hire; or
- (d) Class PB and is a school bus.

Motor vehicles manufactured before 1993

7 Clause 248(4)(b) of the Act does not apply to passengers riding in a motor vehicle that was manufactured before 1993 and that does not contain a lap-shoulder seat-belt assembly.

R.R.S. c.H-3.1 Reg 21 repealed

8 *The Seat-belt Exemption Regulations, 2002* are repealed.

Coming into force

9(1) Subject to subsection (2), these regulations come into force on the day on which section 24 of *The Traffic Safety Amendment Act, 2014* comes into force.

(2) If section 24 of *The Traffic Safety Amendment Act, 2014* comes into force before the day on which these regulations are filed with the Registrar of Regulations, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

CHAPTER T-18.1 REG 15*The Traffic Safety Act*

Section 287

Order in Council 379/2014, dated June 26, 2014

(Filed June 26, 2014)

**PART I
Preliminary Matters****Title**

1 These regulations may be cited as *The Motor Carrier Conditions of Carriage Regulations, 2014*.

Interpretation

2 In these regulations:

- (a) **“Act”** means *The Traffic Safety Act*;
- (b) **“Appendix”** means the Appendix to these regulations;
- (c) **“CAVR”** means the Canadian Agreement on Vehicle Registration between Canadian provincial governments respecting commercial motor vehicle registration;
- (d) **“Class”** means, with respect to a vehicle, a class established pursuant to *The Vehicle Classification and Registration Regulations*;
- (e) **“C.O.D.”** means cash on delivery;
- (f) **“commercial vehicle”** means any of the following vehicles:
 - (i) a vehicle that:
 - (A) is registered in Class A, C, or D or that would be registered in Class A, C or D if that vehicle was registered in Saskatchewan; and
 - (B) has a registered gross vehicle weight of 5 000 kilograms or greater;
 - (ii) a vehicle that:
 - (A) is registered in Class LV or that would be registered in Class LV if that vehicle was registered in Saskatchewan;
 - (B) is being used for a commercial use and is not a farm vehicle; and
 - (C) has a registered gross vehicle weight of 5 000 kilograms or greater; or

(iii) a vehicle that:

(A) is registered in Class PB, PC or PS or that would be registered in Class PB, PC or PS if that vehicle was registered in Saskatchewan; and

(B) has a seating capacity, according to the manufacturer of that vehicle, of more than 10 persons, including the driver;

(g) **“express”** means wares, merchandise and other commodities transported by a vehicle registered in Class PB;

(h) **“express transporter”** means the holder of an operating authority certificate whose vehicle is registered in Class PB and who transports express in the vehicle;

(i) **“freight transporter”** means the carrier operating a commercial vehicle transporting general merchandise for hire;

(j) **“general merchandise”** means goods, wares, merchandise;

(k) **“transportation of passengers”** includes the transportation of baggage consisting of wearing apparel, toilet articles and similar effects for actual use and necessary and appropriate for the wear, use, comfort and convenience of the passenger.

PART II General

Breakdowns

3 If a vehicle engaged in the transportation of passengers or express is in an accident or has a breakdown, the person to whom the operating authority certificate for that vehicle was issued shall make immediate arrangements for the transportation of passengers or express being carried by the vehicle to their destination with as little delay as possible.

Packaging

4(1) No express transporter or freight transporter is required to accept for transportation any goods unless:

(a) the goods are in such a condition and so prepared for shipment as to render their transportation reasonably safe and practicable; and

(b) the containers are of sufficient strength and security to afford reasonable and proper protection to the goods.

(2) No express transporter or freight transporter is required to accept for transportation any shipment whose nature or characteristic exposes, in the opinion of the transporter:

(a) the equipment of the transporter's vehicle to damage; or

(b) any other shipments on the transporter's vehicle to impregnation or other damage.

- (3) An express transporter or freight transporter may accept for transportation a shipment mentioned in subsection (2) and, if the transporter does so, may give a receipt for it marked "Subject to delay for suitable equipment".

Contamination

5 No express transporter or freight transporter shall transport any commodity intended for human consumption unless:

- (a) the vehicle in which the commodity is being transported has been cleaned so that all poisonous chemicals and residues remaining in the vehicle from previous use have been removed;
- (b) all other shipments capable of contaminating the commodity are protected by a container or covering and are loaded so that contamination will not occur; and
- (c) the commodity is protected by a container or covering to prevent contamination that could occur during transit.

PART III**General Merchandise Transportation****Uniform conditions of carriage**

6 The uniform conditions of carriage set out in Part I of the Appendix apply to the transportation of general merchandise.

Bills of lading

7(1) A freight transporter shall issue or cause to be issued a bill of lading at the time the person whose goods are being hauled accepts each shipment of freight for transportation on a public service vehicle.

(2) A bill of lading mentioned in subsection (1) must contain at least the following information:

- (a) the name of the freight transporter;
- (b) the name of the shipper;
- (c) the name of the place where the freight was accepted for transportation;
- (d) the name of the consignee;
- (e) the name of the place where the freight is to be delivered;
- (f) a list showing the nature of the contents of each container in the shipment and the gross weight of each container and its contents;
- (g) the name and business address of any other freight transporter who will participate in the movement of the freight to its point of delivery;
- (h) the amount of any fuel surcharge charged.

(3) A bill of lading issued in accordance with subsection (1) must consist of:

- (a) an original bill of lading to be retained by the freight transporter;

- (b) a duplicate original of the bill of lading that must be kept in the possession of the driver of the public service vehicle while the freight is being carried on the vehicle;
- (c) a duplicate original of the bill of lading that must be:
 - (i) retained by the shipper if the shipper requests a copy of it; or
 - (ii) delivered to the consignee.
- (4) A bill of lading must be signed both by the shipper and the freight transporter as being a correct itemized list of goods in the shipment and as an acceptance of all terms and conditions contained in it.
- (5) No person shall sign a bill of lading knowing the information contained in it to be false.
- (6) If a bill of lading issued by a freight transporter is produced by mechanical means, or by electronic means within the meaning of *The Electronic Information and Documents Act, 2000*, the mechanical or electronic signature of the shipper or the shipper's duly authorized agent or representative has the same effect as the signature required pursuant to subsection (4).
- (7) On the demand of a peace officer, the driver of the public service vehicle carrying the freight shall produce for inspection:
 - (a) the duplicate original of the bills of lading in the driver's possession for the freight; or
 - (b) any other document respecting the freight that contains the bill of lading number and all the information required to be included in a bill of lading pursuant to subsection (2).

Marking of freight

- 8(1) The name of the consignee and the destination must be plainly marked on each article of freight delivered to the freight transporter.
- (2) Subsection (1) does not apply to a shipment that fully occupies the capacity of the transporting vehicle if the shipment is from one consignor to one consignee and to one destination.

If delivery refused

- 9 If the consignee of any property refuses delivery, the freight transporter shall immediately notify the shipper of the refusal.

Food storage

- 10 No freight transporter shall store food commodities intended for human consumption in premises used for storage of livestock, acids or other materials that may by their nature render the food commodities unfit for human consumption.

Fragile articles

- 11 No person shall offer for transport, and no freight transporter is required to accept for transportation, any package containing fragile articles or any goods in a glass or earthenware container unless the package or container, as the case may be, is clearly marked "Fragile - Handle with Care" or with similar words.

PART IV
Express Transport

Refusal of shipment

12 If the consignee of any property transported by express refuses delivery, the express transporter shall immediately notify the shipper about the refusal.

Conditions of carriage

13 The uniform conditions of carriage set out in Part II of the Appendix apply to the transportation of express.

Interline shipments

14(1) An express transporter shall accept goods for transportation as express for any route on which the express transporter holds an operating authority certificate.

(2) Every express transporter shall make arrangements with other express transporters whereby:

(a) the express transporter may issue express receipts for destinations beyond the limits of the express transporter's route; and

(b) an express receipt issued by the express transporter will be honoured by every other express transporter who engages in business on any of the lines over which the shipment is routed.

(3) Subject to subsection (4), if more than one express transporter handles a shipment, the express transporter who collects the express charges for the shipment shall remit to all other express transporters who have participated in the transportation of the shipment their share of the express charges within 30 days after the date of receipt by the express transporter who collects the express charges of the interline statement covering those express charges.

(4) If the express charges on a shipment mentioned in subsection (3) are prepaid, the express transporter who collects the express charges for the shipment shall remit the share payable to all other express transporters who have participated in the transportation of the shipment their share of the express charges within 30 days after the date of receipt by the express transporter who collects the express charges of the interline statement.

Prohibited shipment

15 No express transporter shall accept for transportation or permit to be transported in or on a public service vehicle that is carrying passengers:

(a) any live animal;

(b) any acid;

(c) any explosive;

(d) any flammable substance or material; or

(e) any substance, material or article of a kind or quality that:

(i) is likely to render it disagreeable to or dangerous to passengers; or

(ii) is likely to expose to risk, loss or damage anything being carried in or on the vehicle.

Protection of shipment

16 No express transporter shall carry a shipment of express on any exterior part of a vehicle unless it is covered in such a manner that it is adequately protected.

Express receipts

17 No express transporter shall accept for transportation as express any goods unless, at the time of the acceptance by the express transporter or on the express transporter's behalf of the goods to be transported, the express transporter issues an express receipt in a form approved by the board.

Collection and remission of C.O.D. moneys and surcharge for that service

18(1) An express transporter handling C.O.D. shipments may assess a surcharge for collecting and remitting the amount of C.O.D. bills for C.O.D. shipments.

(2) An express transporter who assesses a surcharge pursuant to subsection (1) shall include those surcharges assessed as a separate item in its schedule of rates.

(3) With respect to C.O.D. shipments, an express transporter shall:

(a) not deliver a C.O.D. shipment unless the express transporter receives from the consignee full payment of:

(i) the purchase price or amount charged for the goods being delivered; and

(ii) except if the consignor has indicated otherwise in the bill of lading, any C.O.D. surcharge charged by the express transporter pursuant to subsection (1);

(b) keep all C.O.D. moneys received pursuant to clause (a) in a separate trust fund or account, separate from the other revenues and funds of the express transporter's business; and

(c) remit all C.O.D. moneys received pursuant to clause (a), within 30 days after collection, to the consignor or person designated by the consignor.

PART V**Passenger and Baggage Carriage****Baggage**

19(1) In this section, "**personal baggage**" or "**sample baggage**" means wearing apparel, toilet articles, catalogues, models and samples, sporting paraphernalia and similar personal effects that are in actual use and that are necessary and appropriate for the wear, use, comfort and convenience of the passenger.

(2) The passenger fare charged by a transporter who is authorized to transport passengers for compensation must cover the transportation of the passenger together with not more than two pieces of personal baggage or sample baggage of which:

(a) the individual weight does not exceed 45 kilograms;

(b) the aggregate weight does not exceed 68 kilograms; and

(c) the individual dimensions do not exceed 610 millimetres in height, 610 millimetres in width or 1145 millimetres in length.

- (3) Notwithstanding subsection (2), each passenger may have one piece of carry-on baggage if that piece of baggage does not:
- (a) exceed the dimensions of 225 millimetres by 400 millimetres by 500 millimetres; and
 - (b) weigh more than seven kilograms.
- (4) No transporter shall carry baggage on any exterior part of a vehicle unless it is covered in such a manner that it is adequately protected.
- (5) The liability of the transporter for loss or damage to any personal baggage or sample baggage:
- (a) subject to clause (b), is limited to:
 - (i) \$100; or
 - (ii) if the passenger who owns or possesses the personal or sample baggage has declared a value of greater than \$100 and has paid an extra charge at the rate of 75¢ for each \$100 of valuation or fraction of that amount in excess of \$100, a maximum of \$250; and
 - (b) is not to exceed the actual value of the personal or sample baggage at the place and time it was received by the transporter.
- (6) All claims for loss or damage must be filed in writing with the transporter:
- (a) within one month after delivery of the personal or sample baggage; or
 - (b) in the case of failure to make delivery within one month, after the lapse of a reasonable time for delivery.

Time schedule

20 Every holder of an operating authority certificate to operate a public service vehicle for the transportation of passengers over a specified route or routes shall at all times maintain and observe the time schedule approved by the board for the holder of that operating authority certificate.

Tickets

21(1) A holder of an operating authority certificate to operate a public service vehicle for the transportation of passengers over a specified route:

- (a) may issue tickets for passenger transportation over any route on which the holder participates in the service; and
 - (b) if a passenger intends to travel to a destination beyond the limits of the holder's route, shall make arrangements with other holders of operating authority certificates who operate a public service vehicle whereby the holder may issue tickets to the passenger for that destination.
- (2) The holder of an operating authority certificate to operate a public service vehicle shall honour a ticket issued to a passenger pursuant to subsection (1) over the route on which the passenger is routed

Rest stops

22(1) Subject to subsection (2), no operator of a public service vehicle carrying passengers over a specified route shall operate the vehicle for more than three hours without stopping at a properly equipped rest station for at least 10 minutes.

(2) A public service vehicle equipped with a rest room may be operated for a period of not more than four hours before making a stop described in subsection (1).

(3) The operator of a public service vehicle carrying passengers over a specified route shall, when stopping the vehicle, announce to the passengers the duration of the stop and that comfort facilities are available.

PART VI
Household Goods Transport

Uniform conditions of carriage

23 The uniform conditions of carriage set out in Part III of the Appendix apply to the transportation of household goods.

PART VII
Repeal and Coming into Force

R.R.S. c.M-21.2 Reg 5, repealed

24 *The Motor Carrier Conditions of Carriage Regulations* are repealed.

Coming into force

25 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

Appendix

PART I
[Section 6]

Uniform Conditions of Carriage for General Merchandise Transport

(1) In this Part:

- (a) **“carrier”** means freight transporter;
- (b) **“delivering carrier”** means the carrier who assumes responsibility for delivery of general merchandise to the consignee;
- (c) **“originating carrier”** means the carrier who issues a bill of lading for general merchandise.

(2) The custody and carriage of any general merchandise that come into the possession of a carrier for carriage and delivery by the carrier as freight are subject to the following terms and conditions that are to govern all relations of the shipper, consignee and carrier.

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- (3) Subject to this Part, the carrier of the general merchandise described in the bill of lading is liable for any loss of or damage to the general merchandise accepted by the carrier or the carrier's agent.
- (4) If a shipment is accepted for carriage by more than one carrier, the originating carrier and the delivering carrier, in addition to any other liability under these terms and conditions, are liable for any loss of or damage to the general merchandise while it is in the custody of any other carrier to whom the general merchandise is or has been delivered and from which liability the other carrier is not relieved.
- (5) The originating carrier or the delivering carrier, as the case may be, is entitled to recover from any other carrier to whom the general merchandise is or has been delivered the amount of the loss or damage that the originating carrier or delivering carrier, as the case may be, may be required to pay pursuant to these terms and conditions resulting from loss of or damage to the general merchandise while it was in the custody of that other carrier, and if shipments are interlined between carriers, settlement of concealed damage claims must be prorated on the basis of revenues received.
- (6) Nothing in subsection (4) or (5) deprives a consignor or consignee of any rights the consignor or consignee may have against any carrier.
- (7) The carrier is not liable:
- (a) for loss, damage or delay to any of the goods described in the bill of lading caused by an act of God, the Crown's or public enemies, riots, strikes, a defect or inherent vice in the goods, the act or default of the consignor, owner or consignee, authority of law or quarantine; or
 - (b) for differences in weights of grain, seed or other commodities caused by natural shrinkage.
- (8) No carrier is bound to transport the general merchandise by any particular vehicle or in time for any particular market or otherwise than with due dispatch, unless by agreement specifically endorsed on the bill of lading and signed by the parties to the agreement.
- (9) In the case of physical necessity where the carrier forwards the general merchandise by a conveyance that is not a licensed-for-hire vehicle, the liability of the carrier is the same as though the entire carriage were by licensed-for-hire vehicle.
- (10) If general merchandise is stopped and held in transit at the request of the party entitled to so request, the general merchandise is held at the risk of that party.
- (11) Subject to subsections (12) and (13), the amount of any loss or damage for which the carrier is liable, whether or not the loss or damage results from negligence, must be computed on the basis of the value of the general merchandise at the time and place of shipment including the freight and other charges if paid.

(12) If a lower value than that mentioned in subsection (11) has been represented in writing by the consignor or has been agreed on, that lower value is the maximum liability for which the carrier is liable.

(13) The amount of any loss or damage computed pursuant to subsections (11) and (12) is not to exceed \$4.40/kg (\$2 per pound) computed on the total weight of the shipment, unless a higher value is declared on the face of the bill of lading by the consignor.

(14) If it is agreed that the general merchandise is carried at the risk of the consignor of the general merchandise, that agreement:

(a) covers only those risks that are necessarily incidental to transportation; and

(b) does not relieve the carrier from liability for any loss or damage or delay that may result from any negligent act or omission of the carrier, the carrier's agents or the carrier's employees.

(15) The onus is on the carrier to prove the absence of negligence.

(16) No carrier is liable for loss, damage or delay to any general merchandise carried under the bill of lading unless:

(a) notice of the loss, damage or delay setting out particulars of the origin, destination and date of shipment of the general merchandise and the estimated amount claimed with respect to the loss, damage or delay is given in writing to the originating carrier or the delivering carrier within:

(i) 60 days after the delivery of the general merchandise; or

(ii) in the case of failure to make delivery, within nine months after the date of shipment; and

(b) the final statement of the claim is filed within nine months from the date of shipment together with a copy of the paid freight bill.

(17) No carrier is bound to carry any documents, specie or any articles of extra-ordinary value unless by a special agreement to do so, and, if they are carried without a special agreement and their nature is not disclosed in an agreement, the carrier is not liable for any loss or damage in excess of the maximum liability stipulated in subsection (13).

(18) If required by the carrier, the freight and all other lawful charges accruing on the general merchandise must be paid before delivery and, if on inspection it is ascertained that the general merchandise shipped is not that described in the bill of lading, the freight charges must be paid on the general merchandise actually shipped, with any additional charges lawfully payable on the general merchandise.

(19) For the purposes of subsection (18), if a consignor fails to indicate that a shipment is to move prepaid or fails to indicate how the shipment is to move, the shipment is to move on a collect basis.

(20) Every person, whether as principal or agent, shipping explosives or dangerous goods without previous full disclosure to the carrier as required by law shall indemnify the carrier against all loss, damage or delay caused by the shipment, and the general merchandise may be warehoused at the consignor's risk and expense.

(21) If, through no fault of the carrier, the general merchandise cannot be delivered:

- (a) the carrier shall immediately give notice to the consignor and consignee that delivery has not been made, and shall request disposal instructions; and
- (b) pending receipt of disposal instructions pursuant to clause (a):
 - (i) the general merchandise may be stored in the warehouse of the carrier, subject to a reasonable charge for storage; or
 - (ii) if the carrier has notified the consignor of the carrier's intention to do so, the general merchandise may be removed to and stored in a public or licensed warehouse at the expense of the consignor, without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

(22) If notice has been given by the carrier pursuant to subsection (21) and no disposal instructions have been received within 10 days after the date of sending the notice, the carrier may return to the consignor, at the consignor's expense, all undelivered shipments for which the notice has been given.

(23) Subject to subsection (24), any limitation on the carrier's liability on the bill of lading, and any alteration, addition or erasure in the bill of lading shall be signed or initialled by the consignor or the consignor's agent and the originating carrier or the originating carrier's agent and, unless signed and initialled, is without effect.

(24) The consignor has the responsibility to show correct shipping weight of the shipment on the bill of lading, and if the actual weight of the shipment does not agree with the weight shown on the bill of lading, the weight shown on the bill of lading is subject to correction by the carrier.

(25) With respect to C.O.D. shipments:

- (a) a carrier shall not deliver a C.O.D. shipment unless payment is received in full;
- (b) the charge for collecting and remitting the amount of C.O.D. bills for C.O.D. shipments must be collected from the consignee unless the consignor has otherwise so indicated and instructed on the bill of lading;
- (c) a carrier shall remit all C.O.D. moneys received pursuant to clause (a) to the consignor or person designated by the carrier within 15 days after collection;
- (d) a carrier shall keep all C.O.D. moneys received pursuant to clause (a) separate from the other revenues and funds of the carrier's business in a separate trust fund or account;
- (e) a carrier shall include as a separate item in the carrier's schedule of rates the charges for collecting and remitting money paid by consignees.

PART II
[Section 13]

Uniform Conditions Of Carriage For Express Transport

- (1) The custody and the carriage of goods that come into the possession of an express transporter for carriage and delivery by the express transporter as express are subject to the following terms and conditions that are to govern all relations of the shipper, consignee and express transporter.
- (2) An agreement entered into between the shipper and the transporter:
- (a) extends to and binds the shipper and all persons in privity with the shipper, claiming or asserting any right to the ownership or possession of the shipment;
 - (b) inures to the benefit of any person or transporter:
 - (i) to whom the shipment may be delivered for the performance of any act or duty with respect to the shipment; or
 - (ii) in whose custody or charge the shipment may lawfully be, or on whose vehicles the shipment is being carried under the agreement; and
 - (c) applies to any reconsignment or return of the shipment.
- (3) Subject to subsections (4) and (5), in the event of the loss or damage of any express shipment, the express transporter is liable to the shipper for the actual value of the shipment to a maximum amount of \$50 notwithstanding that the shipper made no declaration of value and paid no premium to the express transporter.
- (4) The express transporter is liable for the declared value of the express shipment or the value of the express shipment as prescribed in subsection (6) to a maximum of \$1,000 if:
- (a) the shipper declares that the value of a shipment exceeds \$50 and pays to the express transporter a premium calculated as 1% of the difference between the declared value and the minimum liability of \$50 to a maximum premium of \$9.50 pursuant to this clause, notwithstanding that the value of the express shipment exceeds \$1,000; and
 - (b) loss of or damage to the express shipment mentioned in clause (a) occurs.
- (5) Notwithstanding subsection (4), on the written agreement between the express transporter and the shipper, the express transporter may assume liability and provide insurance in excess of \$1,000 for the loss or damage of a shipment that the shipper declares has a value in excess of \$1,000, and the premium payable by the shipper to the express transporter for this additional insurance is as set out in the agreement.

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- (6) If the actual value of a lost or damaged express shipment exceeds the declared value, the express transporter is liable for an amount calculated as the product of:
- (a) the ratio that the value of the loss or damage bears to the actual value of the express shipment; and
 - (b) the declared value.
- (7) No express transporter is liable pursuant to subsection (4) or (6) or pursuant to an agreement pursuant to subsection (5) for an amount exceeding the actual value of the express shipment at the time of its receipt by the express transporter, including express and other charges if paid, and duty if payable or paid and not refunded.
- (8) Executed policies, money, specie, completely signed and executed bonds, coupons, bank notes and negotiable paper, or incompletely executed legal tender and bank notes, jewellery and precious stones must not be packed or included with a shipment of ordinary express, and if so packed, the express transporter is not liable for loss of or damage to those goods.
- (9) The express transporter is not liable:
- (a) for difference in weight or quantity caused by shrinkage, leakage or evaporation or for loss or damage occurring after 48 hours exclusive of legal holidays, after notice of the arrival of the shipment at destination or at point of delivery has been mailed to the address of the consignee, unless in either case that loss or damage is caused by the negligence of the transporter;
 - (b) for any loss, damage or delay caused by an act of God, the Crown's or public enemies, the authority of the law, quarantine, riot, strike, defect or inherent vice in the goods, or an act or default of the shipper or owner;
 - (c) for any loss or damage caused by the delay or by injury to, or loss or destruction of all or any part of the shipment from conditions beyond the control of the transporter, unless that loss or damage is caused by the negligence of the transporter, on whose vehicle or property the shipment was at the time that the loss or damage occurred;
 - (d) for any loss or damage occurring in a customs warehouse;
 - (e) for any loss, damage or delay resulting from improper or insufficient packing, securing or addressing, or from chafing if the shipment is packed in bales;
 - (f) for any damage to or loss of any fragile article or to a shipment consisting wholly or in part of or contained in glass, unless so described on the package containing the shipment, unless that damage or loss is due to the negligence of the transporter, the transporter's agents or the transporter's employees;
 - (g) for loss or damage from any delay beyond the transporter's control, or caused by the refusal of any railway or other transportation line to receive or forward the shipment owing to any unusual or unforeseen movements of or interference with traffic;

- (h) for loss or damage in any way arising out of the examination by or partial delivery to the consignee of C.O.D. shipments;
 - (i) for any loss or damage to a shipment arising from its condition, or from its nature, or propensities or for delay, injury to, or loss of the shipment, unless the delay, injury or loss is caused by the negligence of the transporter or the transporter's employees and agents;
 - (j) for any damage, partial loss or shortage, unless written notice of the damage, loss or shortage is given at any office of the transporter within 30 days after delivery;
 - (k) for any loss or damage occurring to a shipment addressed to a point if there is no agent of the transporter who is present at that place after the shipment has been left at that place;
 - (l) for non-delivery, loss or destruction of the shipment, unless written notice of the non-delivery, loss or destruction is given at any office of the transporter within 30 days after the time delivery should in the ordinary course of transit have been made.
- (10) Duty and custom house expenses must be guaranteed by the shipper.
- (11) Delivery arrangements must be as follows:
- (a) at points where the express transporter has delivery service, tender of the shipment for delivery to the consignee must be made at the address given, if within those delivery limits;
 - (b) if there is no delivery service, the express transporter shall immediately notify the consignee at the address given of the arrival of the shipment;
 - (c) the express transporter is not liable to deliver to addresses outside the express transporter's delivery limits;
 - (d) if an express transporter does not have an office at the place to which the shipment is addressed, then unless otherwise routed, the transporter only agrees to carry and deliver the shipment to any connecting transporter for further transport to that destination.
- (12) If any C.O.D. money, other than the charges for transportation is to be collected from the consignee on the delivery of the shipment and the C.O.D. money is not paid within 10 days after delivery:
- (a) the express transporter may return the shipment and collect the charges for transportation both ways; and
 - (b) the liability of the express transporter is that of a warehouser only while the shipment remains in the transporter's possession for the purpose of making that collection.

PART III
[Section 23]

Uniform Conditions Of Carriage For Household Goods Transport

- (1) In this Part, “**delivering transporter**” means the express or freight transporter who assumes responsibility for delivery of the shipment of household goods to the consignee.
- (2) The transportation of household goods by any transporter is subject to the terms and conditions set out in this Part, and in the event of a conflict between this Part and any other provisions of these regulations, this Part shall govern.
- (3) A bill of lading for the transportation of household good:
 - (a) must be completed as provided in this Part for each shipment; and
 - (b) must not be initialled but must be signed by the consignor and the original contract transporter or the original contract transporter’s agent as an acceptance of all terms and conditions contained in the bill of lading.
- (4) Every bill of lading issued pursuant to this Part must contain at least the following information:
 - (a) the name and address of the consignor;
 - (b) the date of the shipment;
 - (c) the originating point of the shipment;
 - (d) in a conspicuous place, the name of the original contracting transporter and the original contracting transporter’s telephone number;
 - (e) the name of connecting transporters, if any;
 - (f) in a conspicuous place, the name of the destination agent, if different from the original contracting transporter, and the destination agent’s telephone number;
 - (g) the name, address and telephone number of the consignee;
 - (h) the destination of the shipment;
 - (i) an inventory of the household goods composing the shipment, which may be attached to, and then becomes part of, the bill of lading.
- (5) Every bill of lading issued pursuant to this Part must contain:
 - (a) a provision stipulating whether the household goods are received in apparent good order and condition, except as noted on the inventory;
 - (b) notwithstanding clause (a), a statement indicating that the signature of the consignee for receipt of the goods does not preclude future claim for loss or damage made within the time as specified by the bill of lading;
 - (c) a space to show the declared value of the shipment;
 - (d) a space to show the actual amount of freight and all other charges to be collected by the transporter;

- (e) a statement to indicate that the uniform conditions of carriage apply;
 - (f) a space to note any special services or agreements between the contracting parties;
 - (g) a space to indicate date or period agreed to for delivery;
 - (h) a statement clearly setting out the extent of the transporter's liability; and
 - (i) a space for the signature of the consignor.
- (6) The transporter of the household goods described in the bill of lading is liable for any loss of or damage to the goods accepted by the transporter or the transporter's agent, except as provided in this Part.
- (7) If a shipment is accepted for carriage by more than one transporter, the original contracting transporter and the delivering transporter, in addition to any other liability, are liable jointly and severally for any loss of or damage to the household goods while they are in the custody of any other transporter to whom the household goods are or have been delivered, and the liability of the originating transporter and delivering transporter is not relieved.
- (8) The original contracting transporter or the delivering transporter, as the case may be, is entitled to recover from any other transporter to whom the goods are or have been delivered the amount of loss or damage that the originating contracting transporter or delivering transporter, as the case may be, may be required to pay resulting from any loss of or damage to the goods while they were in the custody of that other transporter.
- (9) Nothing in subsection (7) or (8) deprives a consignor or consignee of any rights the consignor or consignee may have against any transporter.
- (10) A transporter is not liable for:
- (a) loss of, damage to or delay of any of the household goods described in the bill of lading caused by an act of God, the Crown's or public enemies, riots, strikes, a defect or inherent vice in the goods, the act or default of the consignor, owner or consignee, authority of law or quarantine;
 - (b) any of the following matters unless caused by the transporter's negligence or that of an employee or agent of the transporter:
 - (i) damage to fragile articles that are not packed and unpacked by the contracting transporter, the transporter's agent or the transporter's employee;
 - (ii) damage to the mechanical, electronic or other operations of radios, phonographs, clocks, appliances, musical instruments and other equipment, irrespective of who packed or unpacked those articles, but if the preparation and servicing of those goods for shipment was undertaken by a party other than the original contracting transporter, the original contracting transporter's agent or the original contracting transporter's employee, no liability attaches to any transporter for any resulting inadequacies in the functioning of those goods;

- (iii) deterioration of or damage to plants, pets or perishable food;
 - (iv) loss of contents of consignor packed articles, unless the containers used are opened for the transporter's inspection and articles are listed on the bill of lading and receipted for by the transporter;
 - (c) damage to or loss of a complete set or unit of household goods when only part of that set is damaged or lost, and, in that event, the transporter is only liable for repair or recovering of the lost or damaged piece or pieces;
 - (d) damage to the goods at place or places of pick up at which the consignor or the consignor's agent is not in attendance;
 - (e) damage to the goods at place or places of delivery at which the consignee or his agent is not in attendance and cannot give receipt for goods delivered.
- (11) For the purposes of clause (10)(b), the onus is on the transporter to prove the absence of negligence.
- (12) At the time of acceptance of the contract, the original contracting transporter shall provide the consignor with a date or period within which delivery is to be made, and the failure by the transporter to effect delivery within the time specified on the face of the bill of lading renders the transporter liable for reasonable food and lodging expenses incurred by the consignee.
- (13) Failure by the consignee to accept delivery when tendered at or within the time specified on the bill of lading renders the consignee liable for reasonable storage in transit, handling and redelivery charges incurred by the transporter.
- (14) In case of physical necessity where the transporter forwards the household goods by a conveyance that is not a licensed-for-hire vehicle, the liability of the transporter is the same as though the entire carriage were by licensed-for-hire vehicle.
- (15) If household goods are stopped or held in transit at the request of the party entitled to so request, the goods are held at the risk of that party.
- (16) Subject to subsection (17), the amount of any loss or damage for which the transporter is liable, whether or not the loss or damage results from negligence of the transporter or the transporter's employees or agents, must be computed on the basis of the value of the lost or damaged article at the time and place of shipment.
- (17) The amount of any loss or damage computed pursuant to subsection (16) is not to exceed the greater of the value declared by the shipper or \$4.41/kg computed on the total weight of the shipment, but, if the consignor releases the shipment to a value of \$1.32/kg per article or less in writing, the amount of any loss or damage computed pursuant to subsection (16) is not to exceed that lower amount.
- (18) If the value declared by the shipper is \$4.41/kg computed on the total weight of the shipment applies, additional charges to cover the additional coverage over \$1.32/kg per article must be paid by the consignor.

(19) If it is agreed that the goods are carried at the risk of the consignor of the household goods, that agreement:

- (a) covers only those risks that are necessarily incidental to transportation; and
- (b) does not relieve the transporter from liability for any loss, damage or delay that may result from any negligent act or omission of the transporter, the transporter's agents or the transporter's employees or agents.

(20) No transporter is liable for loss, damage or delay to any household goods carried under the bill of lading unless notice of the loss, damage or delay setting out particulars of the origin, destination and date of shipment of the goods and the estimated amount claimed with respect to the loss, damage or delay is given in writing to the original contracting transporter or the delivering transporter:

- (a) within 60 days after delivery of the goods; or
- (b) in the case of failure to make delivery, within nine months after the date of shipment.

(21) The final statement of the claim must be filed within nine months after the date of shipment.

(22) Either the original contracting transporter or the delivering transporter, as the case may be, shall acknowledge receipt of claim within 30 days after receipt of the claim.

(23) No transporter is bound to carry any documents, specie or any articles of extraordinary value unless by a special agreement to do so, and, if they are carried without a special agreement and their nature is not disclosed in an agreement, the transporter is not liable for any loss or damage.

(24) If required by the transporter, the freight and all other lawful charges accruing on the goods must be paid before delivery, but, if the total actual charges exceed by more than 10% the total estimated charges, the consignee, subject to subsection (25), is to be allowed 15 days after the day on which the goods are delivered, excluding Saturdays, Sundays and holidays, to pay the amount by which the total actual charges exceed 110% of the total estimated charges.

(25) The 15-day extension mentioned in subsection (24) does not apply if the transporter:

- (a) notifies the consignor of the total actual charges immediately after the goods are loaded; or
- (b) receives a waiver of the extension provision signed by the consignor.

(26) Every person, whether as principal or agent, shipping explosives or dangerous goods without previous full disclosure to the transporter as required by law, shall indemnify the transporter against all loss, damage or delay caused by those goods, and those goods may be warehoused at the consignor's risk and expense.

(27) If, through no fault of the transporter, the goods cannot be delivered, the transporter shall immediately give notice to the consignor and consignee that delivery has not been made and shall request disposal instructions.

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- (28) Pending the receipt of the disposal instructions mentioned in subsection (27):
- (a) the goods may be stored in the warehouse of the transporter, subject to a reasonable charge for storage; or
 - (b) if the transporter has notified the consignor of the transporter's intention, the goods may be removed to and stored in a public or licensed warehouse at the expense of the consignor without liability on the part of the transporter and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.
- (29) Subject to subsection (30), any additional limitation on the transporter's liability on the bill of lading and any alteration, addition or erasure on the bill of lading shall be signed or initialled by the consignor or the consignor's agent and the original contracting transporter or the original contracting transporter's agent and, unless signed and initialled, is without effect.
- (30) Subject to subsection (31), the original contracting transporter or the original contracting transporter's agent shall:
- (a) show the correct tare, gross and net weights on the bill of lading by use of a certified public scale; and
 - (b) attach the weigh scale ticket to the original contracting transporter's copy of the bill of lading.
- (31) If certified public scales are not available at the point where the household goods are delivered for shipment by the consignor, or at any point within a radius of 16 kilometres of that point, the original contracting transporter may use a constructive weight based on 112 kilograms per cubic metre of properly loaded van space.

CHAPTER T-18.1 REG 16*The Traffic Safety Act*

Subsections 203(1) and 287(6)

Board Order, dated June 11, 2014

(Filed June 25, 2014)

Title

1 These regulations may be cited as *The Highway Worker and Flag Person Identification Regulations, 2014*.

Interpretation

2(1) In these regulations:

- (a) “**Act**” means *The Traffic Safety Act*;
 - (b) “**highway worker**” includes an employee of a municipality.
- (2) For the purposes of section 203 of the Act, “**ministry issued warning lights**” means amber flashing lights on highway equipment provided for the use of that equipment by the Government of Saskatchewan, a municipality, a city or a regional park as defined in *The Regional Parks Act, 1979*.

Marking of presence of highway workers and flag workers

3 For the purposes of clauses 203(1)(a) and (b) of the Act:

- (a) the presence of a highway worker or any highway equipment occupied by a highway worker on a highway must be marked by a sign that:
 - (i) displays a black symbol of a highway worker on an orange background;
 - (ii) is placed not more than three kilometres in advance of the actual location of the highway worker or any equipment occupied by a highway worker;
 - (iii) is a minimum size of 60 centimetres by 60 centimetres; and
 - (iv) is reflectorized or illuminated at night;
- (b) the presence of a flag person on a highway must be marked in accordance with clause (a) and, in addition:
 - (i) a flag person shall wear a brightly coloured vest, shirt or jacket that is not covered by any other clothing or article;
 - (ii) a flag person shall use a paddle that is a minimum size of 450 millimetres by 450 millimetres and that displays the word “stop” on one side and the word “slow” on the other side; and
 - (iii) vests, shirts or jackets worn as required by subclause (i) and paddles used as required by subclause (ii) must be reflectorized at night.

R.R.S. c.H-3.1 Reg 6 repealed

4 *The Highway Worker Identification Regulations* are repealed.

Coming into force

5 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

CHAPTER T-18.1 REG 17*The Traffic Safety Act*

Section 287

Order in Council 384/2014, dated June 26, 2014

(Filed June 26, 2014)

**PART I
Preliminary Matters****Title**

1 These regulations may be cited as *The Vehicle Impoundment (General) Regulations, 2014*.

Interpretation

2(1) In these regulations:

- (a) **“Act”** means *The Traffic Safety Act*;
- (b) **“Form”** means a Form as set out in Part II of the Appendix;
- (c) **“hearing officer”** means a person designated by the board as a hearing officer;
- (d) **“licence issuer”** means a person authorized by the administrator to issue certificates of registration and driver’s licences;
- (e) **“owner”** means the person in whose name a vehicle is registered pursuant to the laws of the jurisdiction in which the vehicle is registered;
- (f) **“Table”** means a Table as set out in Part I of the Appendix;
- (g) **“tow truck operator”** means a person who operates a tow truck.

(2) For the purposes of clause 159(f) of the Act, **“unauthorized driver”** means a person:

- (a) who is prohibited from driving a motor vehicle by order of a court pursuant to section 259 of the *Criminal Code*;
- (b) who is entitled to operate a motor vehicle with an ignition interlock device, if that person is operating a motor vehicle without an ignition interlock device;
- (c) whose driver’s licence is suspended or cancelled or who is disqualified or prohibited from driving or applying for or obtaining a driver’s licence pursuant to clause 48(2)(c), (e) or (f), section 49 or 50, subsection 139(2) or section 141, 144, 146, 146.1, 146.2, 148, 150 or 150.1 of the Act;
- (d) who has been issued a driver’s licence with a “6” endorsement or an “M” endorsement with a novice 1 or novice 2 restriction and who is operating a motorcycle while that endorsement is suspended;

(e) whose period of disqualification, prohibition or suspension mentioned in clause (a) or (c) has expired and who has not lawfully obtained a driver's licence pursuant to the Act; or

(f) who does not hold a driver's licence permitting him or her to drive a motor vehicle, and who has within the previous five years been convicted of contravening section 32 of the Act.

PART II Roadside Suspensions

Application of this Part

3 This Part applies to immobilization and impoundment of motor vehicles pursuant to section 150.2 of the Act.

Prescribed fees, costs and charges

4(1) A garage keeper who impounds or immobilizes a motor vehicle pursuant to section 150.2 of the Act is entitled to the fees, costs and charges set out in Table 1.

(2) If a motor vehicle has been seized, impounded or immobilized in error and is released by the board pursuant to clause 153(12)(a) or (b) of the Act, the administrator shall pay the garage keeper's fees, costs and charges in accordance with Table 1.

Duties of garage keeper

5 A garage keeper who impounds or immobilizes a motor vehicle, or a tow truck operator who assists the garage keeper for the purpose of impounding or immobilizing a vehicle pursuant to section 150.2 of the Act, shall, within seven days after the impoundment or immobilization, make an inventory of the motor vehicle's contents and a report on the condition of the motor vehicle in a form approved by the administrator.

Return of garage keeper

6 On or before the seventh day of each month, a garage keeper shall, for each vehicle sold by the garage keeper in the previous month pursuant to subsection 150.2(3) of the Act, make a return to the administrator in a form approved by the administrator.

Application of proceeds of sale

7(1) If a garage keeper sells a motor vehicle pursuant to subsection 150.2(3) of the Act, the garage keeper shall apply the proceeds of the sale:

(a) firstly, to the satisfaction of any lien that the garage keeper has pursuant to subsection 150.2(2) of the Act; and

(b) secondly, to the satisfaction of any security interest registered pursuant to *The Personal Property Security Act, 1993*.

(2) If, after applying the proceeds of a sale in the manner prescribed in subsection (1), any excess remains, the garage keeper shall forward the excess to the administrator.

(3) If the administrator receives moneys pursuant to subsection (2), the administrator shall:

- (a) apply the moneys towards any outstanding administrative fees incurred by the administrator as a result of the seizure, impoundment or immobilization of the vehicle; and
- (b) forward any balance remaining to the owner of the vehicle.

(4) Notwithstanding subsection (3), the administrator shall not refund any amount pursuant to clause (3)(b) unless the amount exceeds \$5.

Report re section 146, 146.1, 146.2, 150, 150.1 or 150.3 impoundment

8 If a person intends to appeal to the board, pursuant to subsection 152(2) of the Act, respecting an immobilization or impoundment of a motor vehicle for an order releasing the motor vehicle or shortening the period of immobilization or impoundment, the administrator shall prepare a report that contains the following information:

- (a) if a motor vehicle is immobilized or impounded pursuant to section 146, 146.1, 146.2 or 150.3, any designated notice as defined in clause 146(1)(b) of the Act issued to the appellant within the five years before the immobilization or impoundment that has given rise to the appeal;
- (b) if a motor vehicle is immobilized or impounded pursuant to section 150, 150.1 or 150.3, any designated notice as defined in clause 150(1)(a) of the Act issued to the appellant within the five years before the immobilization or impoundment that has given rise to the appeal;
- (c) a description of any motor vehicles owned by the appellant that have been impounded or immobilized within the previous five years pursuant to a designated notice as defined in clause 146(1)(b) or 150(1)(a) of the Act, as the case may be;
- (d) the name of the owner of any motor vehicles operated by the appellant that have been impounded or immobilized within the previous five years pursuant to a designated notice as defined in clause 146(1)(b) or 150(1)(a) of the Act, as the case may be;
- (e) the disposition of all impounded or immobilized motor vehicles mentioned in clauses (a) and (b).

Application for early release

9(1) If a person applies pursuant to subsection 152(2) or clause 153(2)(b) of the Act to the board for the release of a motor vehicle that has been seized and impounded or immobilized, the person shall:

- (a) apply to the board in the manner set out in Form A; and
- (b) pay a fee of \$100.

(2) A person making an application mentioned in subsection (1) shall deliver the fee and the application to the administrator or a licence issuer.

Request for authorization to impound or immobilize

10(1) If a peace officer applies for an order authorizing the impoundment or immobilization of a motor vehicle on the grounds that he or she has reasonable grounds to believe that the circumstances mentioned in subsection 150.3(5) of the Act exist, the application is to be in Form C.

(2) If, on an application made pursuant to subsection (1), the justice is satisfied that the peace officer has reasonable grounds to believe that the driver or new driver of the motor vehicle has acted in the manner specified in section 146, 146.1, 146.2, 148, 150 or 150.1, as the case may be, the justice may grant an order in Form E directed to the person named in the order:

- (a) to impound or immobilize the motor vehicle; and
- (b) to enter any building or place where the motor vehicle can be found for the purpose of impounding or immobilizing the motor vehicle.

PART III Unauthorized Drivers

Prescribed fees, costs and charges

11(1) A garage keeper who impounds or immobilizes a motor vehicle pursuant to section 161 of the Act is entitled to the fees, costs and charges set out in Table 1.

(2) If a motor vehicle has been seized, impounded or immobilized in error and is released by a hearing officer pursuant to clause 162(4)(a), (b), (c) or (d) of the Act, the administrator shall pay the garage keeper's fees, costs and charges in accordance with Table 1.

Duties of garage keeper

12 A garage keeper who impounds or immobilizes a motor vehicle, or a tow truck operator who assists the garage keeper for the purpose of impounding or immobilizing a vehicle pursuant to section 161 of the Act, shall, within seven days after the impoundment or immobilization, make an inventory of the motor vehicle's contents and a report on the condition of the motor vehicle in a form approved by the administrator.

Return of garage keeper

13 On or before the seventh day of each month, a garage keeper shall, for each vehicle sold by the garage keeper in the previous month pursuant to subsection 161(4) of the Act, make a return to the administrator in a form approved by the administrator.

Application of proceeds of sale

14(1) If a garage keeper sells a motor vehicle pursuant to subsection 161(4) of the Act, the garage keeper shall apply the proceeds of the sale:

- (a) firstly, to the satisfaction of any lien that the garage keeper has pursuant to subsection 161(2) of the Act; and
- (b) secondly, to the satisfaction of any security interest registered pursuant to *The Personal Property Security Act, 1993*.

(2) If, after applying the proceeds of a sale in the manner prescribed in subsection (1), any excess remains, the garage keeper shall forward the excess to the administrator.

(3) If the administrator receives moneys pursuant to subsection (2), the administrator shall:

(a) apply the moneys towards any outstanding administrative fees incurred by the administrator as a result of the seizure, impoundment or immobilization of the vehicle; and

(b) forward any balance remaining to the owner of the vehicle.

(4) Notwithstanding subsection (3), the administrator shall not refund any amount pursuant to clause (3)(b) unless the amount exceeds \$5.

Application for early release

15(1) If a person applies pursuant to subsection 162(1) of the Act to a hearing officer for the release of a motor vehicle that has been seized and impounded or immobilized, the person shall:

(a) apply to the hearing officer in the manner set out in Form A; and

(b) pay a fee of \$100.

(2) A person making an application mentioned in subsection (1) shall deliver the fee and the application to the administrator or a licence issuer.

Appeal against 60-day seizure

16(1) If a person applies pursuant to subsection 163(5) of the Act to a hearing officer for an order that the grounds on which a 60-day impoundment or immobilization was imposed pursuant to subsection 163(3) of the Act do not apply, the person shall:

(a) apply to the hearing officer in the manner set out in Form A; and

(b) pay a fee of \$100.

(2) A person making an application mentioned in subsection (1) shall deliver the fee and the application to the administrator or a licence issuer.

Report re impoundment

17 If an application is made pursuant to subsection 163(5) of the Act to a hearing officer for an order that the grounds on which a 60-day impoundment or immobilization was imposed pursuant to subsection 163(3) of the Act do not apply, the report required to be prepared by the administrator pursuant to subsection 163(6) of the Act must contain the following information, in addition to the information required by clause 163(6)(a) of the Act:

(a) the previous occasions within the last two years in which the applicant has been operating a motor vehicle on an occasion giving rise to a seizure and impoundment or immobilization pursuant to subsection 160(2) of the Act;

(b) a description of any motor vehicles owned by the applicant that have been seized and impounded or immobilized within the previous two years pursuant to clause 160(2)(a) of the Act;

- (c) the name of the owner of any motor vehicles operated by the applicant that have been seized and impounded or immobilized within the previous two years pursuant to clause 160(2)(a) of the Act;
- (d) the disposition of all seized, impounded or immobilized motor vehicles mentioned in clauses (a) and (b).

Request for authorization to impound or immobilize

18(1) If a peace officer applies for an order authorizing the impoundment or immobilization of a motor vehicle on the grounds that he or she has reasonable grounds to believe that the circumstances mentioned in subsection 160(5) of the Act exist, the application is to be in Form C.

(2) If, on an application made pursuant to subsection (1), the justice is satisfied that the peace officer has reasonable grounds to believe that an unauthorized driver has driven the motor vehicle for which the order is requested, the justice may grant an order in Form D directed to the person named in the order:

- (a) to impound or immobilize the motor vehicle; and
- (b) to enter any building or place where the motor vehicle can be found for the purpose of impounding or immobilizing the motor vehicle.

PART IV

Section 280 Impoundments

Interpretation

19 For the purposes of this Part, “*Criminal Code offence*” means:

- (a) an offence pursuant to sections 219, 220, 221 or 236 of the *Criminal Code* if the offence involves a motor vehicle; or
- (b) an offence pursuant to clause 249(1)(a), subsections 249(3) or 249(4), sections 249.1, 249.2, 249.3, 249.4 or 252 of the *Criminal Code*.

Impoundments

20(1) Subject to subsection (2), for the purposes of clause 280(2)(a) of the Act, a peace officer may seize and impound a vehicle if:

- (a) in the opinion of the peace officer:
 - (i) the vehicle is apparently abandoned on a highway at a place, or in a manner, that constitutes a hazard to other users of the highway; or
 - (ii) the driver has a medical condition that may interfere with the safe operation of the vehicle;
- (b) the driver is charged with a *Criminal Code* offence;
- (c) the peace officer has issued an offence notice or summons pursuant to *The Summary Offences Procedure Act, 1990* to the driver:
 - (i) for an offence pursuant to section 32.1 of the Act and that driver has been convicted of an offence pursuant to that section on at least one prior occasion during the previous 12 months;

- (ii) for an offence pursuant to section 57 of the Act and that driver has been convicted of an offence pursuant to that section on at least one prior occasion during the previous 12 months;
 - (iii) for an offence pursuant to subsection 199(2.2) of the Act and that driver has been convicted of an offence pursuant to that subsection on at least one prior occasion during the previous 12 months;
 - (iv) for an offence pursuant to subsection 213(1) of the Act and that driver has been convicted of an offence pursuant to that subsection on at least two prior occasions during the previous 12 months;
 - (v) for an offence pursuant to subsection 214(2) of the Act and that driver has been convicted of an offence pursuant to that subsection on at least one prior occasion during the previous 12 months; or
 - (vi) for an offence pursuant to subsection 241.1(2) of the Act and that driver has been convicted of an offence pursuant to that subsection on at least one prior occasion during the previous 12 months; or
 - (d) the peace officer has issued an offence notice or summons pursuant to *The Summary Offences Procedure Act, 1990* to the driver:
 - (i) for an offence pursuant to subsection 199(2) of the Act;
 - (ii) for an offence pursuant to subsection 209.1(3) of the Act; or
 - (iii) for an offence pursuant to subsection 214(1) of the Act.
- (2) A peace officer may seize and impound a vehicle only if:
- (a) in the circumstances mentioned in clause (1)(a), there is no other person authorized by the driver or owner of the vehicle who the peace officer is satisfied is able to safely operate the vehicle;
 - (b) in the circumstances mentioned in subclause (1)(d)(i), the peace officer is satisfied that there is no medical emergency.
- (3) For the purposes of subsection 280(3) of the Act, a vehicle that is seized and impounded must remain impounded:
- (a) if the vehicle is seized and impounded pursuant to clause (1)(a), until the later of:
 - (i) the time that a peace officer is satisfied that the owner of the vehicle or a person authorized by the owner is able to operate the vehicle; and
 - (ii) if the vehicle is stored with a garage keeper, the date that the fees, costs and charges mentioned in section 25 have been paid to the garage keeper;
 - (b) if a vehicle is seized and impounded pursuant to subclause (1)(c)(i) or (iv), for three days;
 - (c) if a vehicle is seized and impounded pursuant to subclause (1)(c)(ii), (iii), (v), (vi) or subclause (1)(d)(ii) or (iii), for seven days;
 - (d) if a vehicle is seized and impounded pursuant to clause (1)(b) or subclause (1)(d)(i), for 30 days.

Impoundment re notice

21 If a peace officer seizes and impounds a vehicle pursuant to section 20, the peace officer shall:

- (a) serve a copy of Form A:
 - (i) immediately on the driver; and
 - (ii) as soon as is practicable on the owner of the vehicle;
- (b) provide a copy of Form A to the garage keeper who impounded the vehicle;
- (c) provide a copy of Form A to the administrator; and
- (d) retain a copy of Form A.

Application for early release

22(1) If a person applies pursuant to section 23 to the board for the release of a vehicle that has been seized and impounded, the person shall:

- (a) apply to the board in the manner set out in Form A; and
 - (b) pay a fee of \$100.
- (2) A person making an application mentioned in subsection (1) shall deliver the fee and the application to the administrator or a licence issuer.

Review of impoundments

23(1) In this section and section 24, “**appellant**” means a person described in subsection (2) who appeals to the board pursuant to this section.

(2) Within three days after a vehicle is impounded pursuant to clause 20(1)(b), (c) or (d), any of the following persons may appeal the impoundment of the vehicle to the board:

- (a) the owner of the vehicle;
 - (b) the driver of the vehicle;
 - (c) a person whose health would be seriously threatened by the continued impoundment;
 - (d) a person authorized by a person mentioned in clauses (a) to (c).
- (3) If an appellant intends to have an oral hearing, the appellant shall request a date and time for an oral hearing and pay the oral hearing fee as prescribed in *The Traffic Safety Act Fees Regulations*.
- (4) If an appellant does not request an oral hearing, the appeal must be accompanied by affidavit evidence or other information that the appellant intends the board to consider.
- (5) An appeal to the board does not stay the impoundment.
- (6) The board is not required to hold an oral hearing unless the appeal includes a request for an oral hearing and the oral hearing fee is paid.

- (7) If an appellant requests an oral hearing but, without prior notice to the board, fails to appear on the date and at the time and place arranged for the hearing, the appellant is deemed to have waived the oral hearing, and the board shall conduct the appeal as if the appellant had not requested an oral hearing.
- (8) On an appeal pursuant to this section, the board shall consider:
- (a) any affidavit evidence or other information provided by the appellant;
 - (b) any documents or reports forwarded to the board by the administrator; and
 - (c) if an oral hearing is held, in addition to the matters mentioned in clauses (a) and (b), any relevant evidence and information given or representations made at the oral hearing.
- (9) The sole issue before the board on an appeal pursuant to this section respecting the impoundment of a motor vehicle pursuant to clause 20(1)(b), (c) or (d) is whether the board is satisfied that any of the following circumstances exist:
- (a) the vehicle was stolen at the time of the impoundment; or
 - (b) the continued impoundment would pose a serious threat to the health of any person.
- (10) If the board is satisfied that one of the circumstances mentioned in subsection (9) exists, the board may make an order:
- (a) releasing the vehicle; or
 - (b) shortening the period of impoundment.
- (11) The board shall:
- (a) render a decision in writing within seven days after the date of the hearing or after the date the information mentioned in clause (8)(a) is provided; and
 - (b) serve the appellant with a written copy of its decision.
- (12) The failure of the board to render a decision within the period mentioned in clause (11)(a) does not affect the jurisdiction of the board to consider or hear the appeal or make a decision with respect to the application.

Report re section 280 impoundment

24 If an impoundment of a vehicle is appealed pursuant to section 23 to the board for an order releasing the vehicle or shortening the period of impoundment, the administrator shall prepare a report that contains the following information:

- (a) if the peace officer has issued an offence notice or summons pursuant to *The Summary Offences Procedure Act, 1990* to the driver:
 - (i) for an offence pursuant to section 32.1 of the Act, the previous occasions within the last 12 months that the appellant has been convicted pursuant to that section;

(ii) for an offence pursuant to section 57 of the Act, the previous occasions within the last 12 months that the appellant has been convicted pursuant to that section;

(iii) for an offence pursuant to subsection 213(1) of the Act, the previous occasions within the last 12 months that the appellant has been convicted pursuant to that subsection;

(iv) for an offence pursuant to subsection 214(2) of the Act, the previous occasions within the last 12 months that the appellant has been convicted pursuant to that subsection;

(v) for an offence pursuant to subsection 199(2.2) of the Act, the previous occasions within the last 12 months that the appellant has been convicted pursuant to that subsection;

(vi) for an offence pursuant to subsection 241.1(2) of the Act, the previous occasions within the last 12 months that the appellant has been convicted pursuant to that subsection;

(b) any charge for a *Criminal Code* offence.

Prescribed fees, costs and charges

25(1) A garage keeper who impounds a vehicle pursuant to section 280 of the Act is entitled to the fees, costs and charges set out in Table 1.

(2) If a vehicle has been impounded in error and is released by the board pursuant to section 23, the administrator shall pay the garage keeper's fees, costs and charges in accordance with Table 1.

Duties of garage keeper

26 A garage keeper who impounds a vehicle, or a tow truck operator who assists the garage keeper for the purpose of impounding a vehicle pursuant to section 280 of the Act, shall, within seven days after the impoundment or immobilization, make an inventory of the vehicle's contents and a report on the condition of the vehicle in a form approved by the administrator.

Return of garage keeper

27 On or before the seventh day of each month, a garage keeper shall, for each vehicle sold by the garage keeper in the previous month pursuant to subsection 280(6) of the Act, make a return to the administrator in a form approved by the administrator.

Application of proceeds of sale

28(1) If a garage keeper sells a vehicle pursuant to subsection 280(6) of the Act, the garage keeper shall apply the proceeds of the sale:

(a) firstly, to the satisfaction of any lien that the garage keeper has pursuant to subsection 280(5) of the Act; and

(b) secondly, to the satisfaction of any security interest registered pursuant to *The Personal Property Security Act, 1993*.

(2) If, after applying the proceeds of a sale in the manner prescribed in subsection (1), any excess remains, the garage keeper shall forward the excess to the administrator.

(3) If the administrator receives moneys pursuant to subsection (2), the administrator shall:

(a) apply the moneys towards any outstanding administrative fees incurred by the administrator as a result of the seizure or impoundment of the vehicle; and

(b) forward any balance remaining to the owner of the vehicle.

(4) Notwithstanding subsection (3), the administrator shall not refund any amount pursuant to clause (3)(b) unless the amount exceeds \$5.

PART V General

Notice of Seizure

29 The prescribed form of a notice of suspension, a notice of seizure and impoundment or immobilization and a notice of seizure and direction is Form A.

Declaration of garage keeper

30 For the purposes of clause 161(6)(b) of the Act, the statutory declaration by a garage keeper declaring that the amount of the lien arising out of the seizure, impoundment or immobilization exceeds the garage keeper's estimate of the value of the motor vehicle is to be in Form B.

Personal property that may be removed

31 For the purposes of subsection 165(3) of the Act, the following types of personal property are prescribed as personal property that may be removed from a motor vehicle:

(a) child restraint systems;

(b) infant restraint systems;

(c) booster seats;

(d) devices for the use of persons with a physical disability.

PART VI Repeal and Coming into Force

R.R.S. c.T-18.1 Reg 1 repealed

32 *The Vehicle Impoundment (General) Regulations, 2006* are repealed.

Coming into force

33(1) Subject to subsection (2), these regulations come into force on the day on which section 1 of *The Traffic Safety Amendment Act, 2014* comes into force.

(2) If section 1 of *The Traffic Safety Amendment Act, 2014* comes into force before the day on which these regulations are filed with the Registrar of Regulations, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

Appendix**PART I****Tables**

TABLE 1 [Subsections 4(1), (2), 11(1), (2) and 25(1), (2)]			
COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4
Item	Costs and charges where the place of seizure, impoundment and storage is in the City of Regina or the City of Saskatoon	Costs and charges where the place of seizure, impoundment and storage is outside the City of Regina or the City of Saskatoon	Costs and charges where the place of seizure and impoundment is outside the City of Regina or the City of Saskatoon and the place of storage is in the City of Regina or the City of Saskatoon
1. Towing and transportation of impounded vehicles (regardless of time of day or night) with a registered gross vehicle weight not exceeding 5 500 kg from the place of seizure to the place of impoundment including: - pick-up by whatever means necessary, - the first day of storage, - cost of remitting administration fee, - credit card discounts, and any other costs and charges for any service not otherwise specifically provided for in this Table, in the Act or in the regulations	\$55	\$50 plus \$2.00 per loaded km	\$50 plus \$2.00 per loaded km

2. Winching or dolly costs when required to transport vehicle	\$25	\$25	\$25
3. Storage per day of impounded vehicle with a registered gross vehicle weight not exceeding 5 500 kg	\$10	\$10	\$10
4. Towing and transportation of impounded vehicles (regardless of time of day or night) with a registered gross vehicle weight exceeding 5 500 kg from the place of seizure to the place of impoundment including: - pick-up by whatever means necessary, - the first day of storage, - cost of remitting administration fee, - credit card discounts, - attached semi-trailer, and any other costs and charges for any service not otherwise specifically provided for in this Table, in the Act or in the regulations	\$100	\$75 plus \$2.25 per loaded km	\$75 plus \$2.25 per loaded km

5. Storage per day of impounded vehicle with a registered gross vehicle weight exceeding 5 500 kg	\$10	\$10	\$10
6. Access to the vehicle while impounded during the garage keeper's regular business hours	\$0	\$0	\$0
7. Administrative costs associated with the impoundment	\$22	\$22	\$22
8. If there is a transfer of ownership of the motor vehicle to the garage owner pursuant to subsection 161(7) of the Act, postage costs associated with delivering to the administrator the licence plates for the motor vehicle pursuant to clause 161(6)(a) of the Act	\$7	\$7	\$7

PART II Forms

Form A

[Clauses 9(1)(a), 15(1)(a), 16(1)(a), Section 21, Clause 22(1)(a) and Section 29]



Notice of Suspension/ Notice of Suspension and Immobilization or Impoundment /Notice of Seizure and Direction

Police File No.

Driver Information			
Name of Driver: Surname	First	Middle	Gender F <input type="checkbox"/> M <input type="checkbox"/>
Date of Birth			Postal Code
Address in full: Street City/Town/Village Province			
Driver's Licence Number	Province	Contact Phone Number	Cell Phone Number

Seized Driver's Licence Y ☐ N ☐ If No, explain: _____

Registered Owner			
<input type="checkbox"/> Registered owner same as Driver Information above.			
Name of Registered Owner: Surname	First	Middle	Gender F <input type="checkbox"/> M <input type="checkbox"/>
Date of Birth			Postal Code
Address in full: Street City/Town/Village Province			
Driver's Licence Number	Province	Contact Phone Number	Cell Phone Number

Vehicle Information			
Licence Plate/Permit Number	Province	Vehicle Identification Number (VIN)	
Year	Make	Model	Color

Time, Date and Location of Seizure			
Time - 24 Hr Clock	Date	Location of seizure	

Location for Registered Owner to Retrieve Seized Motor Vehicle	
Name of Towing Company	Telephone Number

Received by (Towing Company)	
Representative (please PRINT)	Signature of Company Representative
	X

1. Indefinite Administrative Licence Suspension (Over .08 and Refusing a Breath Test)		
<input type="checkbox"/> 60 Day Vehicle Impoundment	<input type="checkbox"/> Over .08 BAC	<input type="checkbox"/> Refusing a breath test

2. Roadside Administrative Licence Suspension (GDL/Learner, Novice 1 & 2, under 19 years, MGD 6, M1, M2, no licence, Restricted or Provisional Drivers)	
<input type="checkbox"/> 1st offence – 3 day vehicle impoundment	<input type="checkbox"/> 2nd and subsequent offence – 7 day vehicle impoundment

3. Roadside Administrative Licence Suspension Experienced Drivers	
<input type="checkbox"/> 2nd offence – 7 day vehicle impoundment	<input type="checkbox"/> 3rd and subsequent offence – 14 day vehicle impoundment

4. Unauthorized Drivers	
<input type="checkbox"/> 1st Offence A person found to be operating a motor vehicle under suspension/disqualification will have the motor vehicle seized for a 30-day period. If this is your second offence within 2 years your impoundment length will be increased to 60 days once SGI is notified.	

5. Section 280 TSA	
The undersigned Peace Officer has charged the above noted driver with the operation of the above noted motor vehicle contrary to Section 280 of <i>The Traffic Safety Act</i> , or to Section 259 of the <i>Criminal Code</i> of Canada, and has therefore seized, impounded or immobilized, and taken the motor vehicle into the custody of the law.	
<input type="checkbox"/> 3 day vehicle impoundment 32.1 TSA, 214(2)TSA <input type="checkbox"/> 7 day vehicle impoundment 57(1) TSA, 199(2.2)TSA, 213(1)TSA, 209.1(3)TSA, 241.1(2)TSA, 199(2)TSA <input type="checkbox"/> 30 day vehicle impoundment 214(1)TSA, 219(1)CC, 220CC, 221CC, 236CC, 249(1)CC, 249(3)CC, 249(4)CC, 249.1CC, 249.2CC, 249.3CC, 249.4CC, 252(1)CC, 253(1)(a)CC, 255(2)CC, 255(3)CC, 259(4)CC <input type="checkbox"/> No Hold Time 280(2)(a)TSA, 280(2)(b)TSA	
Please circle the offence code that the vehicle is being impounded under.	

The registered owner must claim the vehicle within 15 days of the seizure ending or it may be subject to disposal			
Police Service/Detachment	Telephone Number	Badge/Regimental Number	Document Faxed

Immediately fax this form to: 306.569.9631. DO NOT forward an original

Signature of Peace Officer	Print Name	Date
X _____	X _____	Y Y Y Y M M D D

Take this form to the Motor Licence Issuer when purchasing an appeal receipt or release certificate
Peace Officer – White Garage Keeper – Yellow Registered Owner – Pink Driver – Goldenrod

Vehicle Impoundment

Form A Reverse

Application for Early Release from Impoundment

Please note that the sole issue before the Board for an impoundment under:

Section 280 of *The Traffic Safety Act* is:

- (a) the continued impoundments would pose a serious threat to the health of any person;
- (b) the motor vehicle was stolen at the time of the seizure.

Under Section 146, 146.1, 146.2, 148, 150, 150.1 and 150.2 of *The Traffic Safety Act* (Roadside Suspensions) is:

- (a) the motor vehicle was stolen at the time of the seizure;
- (b) a driver was in possession of the motor vehicle without the knowledge and consent of the owner;
- (c) the continued immobilization or impoundment would pose a serious threat to the health of any person; or
- (d) the continued immobilization or impoundment would cause extreme hardship.

Under Section 162 of *The Traffic Safety Act* (Unauthorized Driver) is:

- (a) the motor vehicle was stolen at the time of the seizure;
- (b) an unauthorized driver was in possession of the motor vehicle without the knowledge and consent of the owner;
- (c) the owner could not reasonably have been expected to know that the person who was driving the motor vehicle was an unauthorized driver;
- (d) the unauthorized driver could not reasonably have been expected to know that he or she was an unauthorized driver, and at the time of the seizure the unauthorized driver had complied with section 45;
- (e) the continued immobilization or impoundment would pose a serious threat to the health of any person; or
- (f) the continued immobilization or impoundment would cause extreme hardship for a person other than the unauthorized driver.

Application for an appeal for early release can be obtained at any licence issuer upon payment of the \$100.00 application fee. A telephone hearing will be set up with the Highway Traffic Board within four days. Results of the hearing whether or not the vehicle will be released early will be provided by phone. **If the appeal is successful a Vehicle Impoundment Release Certificate must be purchased at any licence issuer for \$50.**

Release Cost:

At the end of the impoundment term or after early release has been granted on appeal, a Vehicle Impoundment Release Certificate must be purchased at the cost of \$50.00 at any licence issuers office. You must take the certificate to the garage keeper where the vehicle is impounded to authorize release.

If the vehicle is not claimed within 15 days after the end of the impoundment term, the vehicle will be disposed of by the garage keeper to cover the costs associated with the impoundment.

UNDER *THE TRAFFIC SAFETY ACT*, SECTION 165(2), NO PERSON SHALL REMOVE THE LICENCE PLATE FROM A MOTOR VEHICLE OR ATTEMPT TO TRANSFER THE LICENCE OWNERSHIP OR TRANSFER OR CANCEL THE REGISTRATION OF A MOTOR VEHICLE SEIZED OR IMPOUNDED OR IMMOBILIZED.

NO PERSON SHALL REMOVE PERSONAL PROPERTY THAT IS ATTACHED TO A MOTOR VEHICLE OR THAT IS CONNECTED WITH THE OPERATION OF A MOTOR VEHICLE THAT HAS BEEN SEIZED OR IMMOBILIZED, OTHER THAN CHILD RESTRAINTS SYSTEMS, INFANT RESTRAINTS SYSTEMS, BOOSTER SEAT CUSHIONS AND DEVICES FOR THE USE OF PERSONS WITH PHYSICAL DISABILITY, AS PRESCRIBED IN SECTION 31 OF *THE VEHICLE IMPOUNDMENT (GENERAL) REGULATIONS, 2014*.

EXAMPLES OF PERSONAL PROPERTY THAT MAY BE REMOVED IS: WORK EQUIPMENT, PURSE/WALLET, GROCERIES AND CELL PHONES.

FORM B
[Section 30]

Impoundment Unit, 2260 11th Avenue
Regina, Saskatchewan S4P 2N7

STATUTORY DECLARATION VEHICLE IMPOUNDMENT

I, _____, of _____, carrying on the
business of garage keeper at _____, DO SOLEMNLY DECLARE:
With respect to the following vehicle:

Year _____ Plate Number _____
Make/Model _____ VIN _____

● **Transfer of Ownership**

1. THAT by reason of section 161 of *The Traffic Safety Act*, I have a lien on the above vehicle:

for _____
(specify, e.g. towing and/or storage)

2. THAT, in my opinion, the vehicle is worth no more than \$ _____.

3. THAT I have surrendered licence plate _____.
(licence plate number)

● **Disposal of Vehicle**

This vehicle was sold/disposed of on _____ for the amount of \$ _____.
Date

Attach copy of the bill of sale to this form and submit vehicle licence plates.
Attach copy of lien search done through *The Personal Property Security Act, 1993*.

The towing cost for this vehicle is \$ _____.

Towed by _____
Company Name and Address

The storage cost for the above vehicle is \$ _____.

Company Name and Address

I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force
and effect as if made under oath and by virtue of the *Canada Evidence Act*.

Declared before me at _____

in Saskatchewan this _____

day of _____ A.D. 20 _____

A Commissioner for Oaths for Saskatchewan

Garage Keeper's Signature

My commission expires _____, 20____

1. SGI

2. Garage Keeper

FORM C
[Subsection 10(1), 18(1)]

**Information to obtain an order to impound or immobilize a motor vehicle
pursuant to section 168 or 150.3 of *The Traffic Safety Act***

Canada
Province of Saskatchewan

This is the information of _____, of _____, in Saskatchewan,
Peace Officer, called "the informant", taken before me.

The informant says that (*describe the motor vehicle to be searched for, and the reason for seeking the order*),
and that he/she believes on reasonable grounds that the motor vehicle, or some part of the motor vehicle is
located in or at the (*dwelling house, garage, shed, or other property*) of _____, of
_____ in Saskatchewan.

The reason for the informant's belief is (*here add the reasons for the belief*).

For these reasons, the informant requests that an order be granted to enter the (*dwelling house, garage, shed,
or other property*) and impound or immobilize the motor vehicle discovered.

Sworn before me this _____ day

of _____, A.D. 20 _____,

at _____

in Saskatchewan.

Signature of Informant

*A Judge of the Provincial Court of Saskatchewan or
A Justice of the Peace in and for Saskatchewan.*

FORM D
[Subsection 18(2)]

**Order to impound or immobilize a motor vehicle pursuant
to section 168 of *The Traffic Safety Act***

Canada
Province of Saskatchewan

To _____ and other peace officers in Saskatchewan:

Whereas it appears on the oath of _____, a peace officer in Saskatchewan,
that there are reasonable grounds for believing that the following vehicle(s)
(describe vehicles to be searched for)

used by _____, an unauthorized driver within the meaning of *The Traffic Safety Act* and the regulations made pursuant to that Act, is or are to be found in the following place or premises
(describe place or premises to be entered)

This is therefore to authorize you to enter that place or those premises between the hours of *(justice may direct)* and impound or immobilize the motor vehicle(s).

Issued at _____ on the _____ of _____ 20____, at _____ in Saskatchewan.
(time) (day) (month) (place)

*A Judge of the Provincial Court of Saskatchewan or
A Justice of the Peace in and for Saskatchewan*

FORM E
[Subsection 10(2)]

**Order to impound or immobilize a motor vehicle pursuant
to section 150.3 of *The Traffic Safety Act***

Canada
Province of Saskatchewan

To _____ and other peace officers in Saskatchewan:

Whereas it appears on the oath of _____, a peace officer in Saskatchewan,
that there are reasonable grounds for believing that the following vehicle(s)
(*describe vehicles to be searched for*)

used by _____, a driver or new driver who has acted in the manner specified in
section 146, 146.1, 146.2, 148, 150 or 150.1 of *The Traffic Safety Act* and the regulations made pursuant to
that Act, as the case may be, is or are to be found in the following place or premises
(*describe place or premises to be entered*)

This is therefore to authorize you to enter that place or those premises between the hours of (*justice may
direct*) and impound or immobilize the motor vehicle(s).

Issued at _____ on the _____ of _____ 20 _____, at _____ in Saskatchewan.
(*time*) (day) (month) (place)

*A Judge of the Provincial Court of Saskatchewan or
A Justice of the Peace in and for Saskatchewan*

CHAPTER T-18.1 REG 18*The Traffic Safety Act*

Section 287

Order in Council 380/2014, dated June 26, 2014

(Filed June 26, 2014)

PART 1

Preliminary Matters**Title**

- 1** These regulations may be cited as *The Safety Fitness Regulations*.

Interpretation

- 2(1)** In these regulations:

- (a) **“Act”** means *The Traffic Safety Act*;
 - (b) **“Appendix”** means the Appendix to these regulations;
 - (c) **“Class”**, with respect to a vehicle, means a class established pursuant to *The Vehicle Classification and Registration Regulations*.
- (2)** For the purposes of Division 3 of Part VII of the Act:
- (a) **“carrier”** means, with respect to a commercial vehicle, the holder of:
 - (i) a certificate of registration for the commercial vehicle; or
 - (ii) a certificate or other document for that commercial vehicle that the administrator is satisfied is similar to a certificate of registration and that is issued by a provincial authority or agency of another province of Canada, or an agency of a state of the United States of America or Mexico, that is responsible for registering motor vehicles, maintaining road safety or monitoring the safety and fitness compliance of carriers;
 - (b) **“commercial vehicle”** means any of the following vehicles:
 - (i) a vehicle that:
 - (A) is registered in Class A, C, or D or that would be registered in Class A, C or D if that vehicle was registered in Saskatchewan; and
 - (B) has a registered gross vehicle weight of 5 000 kilograms or greater;
 - (ii) a vehicle that:
 - (A) is registered in Class LV or that would be registered in Class LV if that vehicle was registered in Saskatchewan;
 - (B) is being used for a commercial use and is not a farm vehicle;
- and

- (C) has a registered gross vehicle weight of:
 - (I) 11 794 kilograms or greater; or
 - (II) if operated outside Saskatchewan, 5 000 kilograms or greater; or
- (iii) a vehicle that:
 - (A) is registered in Class PB, PC or PS or that would be registered in Class PB, PC or PS if that vehicle was registered in Saskatchewan; and
 - (B) has a seating capacity, according to the manufacturer of that vehicle, of more than 10 persons, including the driver.

Exemption from requirement for a safety fitness certificate

3(1) A carrier is exempt from the requirement of obtaining a safety fitness certificate with respect to a vehicle if:

- (a) the vehicle is an emergency vehicle as defined in *The Vehicle Equipment Regulations, 1987*;
 - (b) the vehicle is registered in Class A, C, D or LV and has a registered gross vehicle weight less than 11 794 kilograms;
 - (c) the carrier or driver of the vehicle has been issued a unique safety fitness certificate number from another province or territory of Canada; or
 - (d) the carrier or the driver of the vehicle:
 - (i) is registered with the Federal Motor Carrier Safety Administration of the United States of America and has a United States Department of Transport number; and
 - (ii) is not applying to register the vehicle in Saskatchewan.
- (2) Notwithstanding subsection (1), on request of a carrier, the administrator may issue a safety fitness certificate to any vehicle if the administrator is satisfied that:
- (a) it is appropriate to do so; and
 - (b) it is not contrary to the *Motor Vehicle Transport Act* (Canada) and the regulations made pursuant to that Act to do so.

Transportation legislation

4 For the purposes of 104 of the Act, “**transportation legislation**” includes:

- (a) *The Dangerous Goods Transportation Act* or any regulations made pursuant to that Act;
- (b) the *Motor Vehicle Transport Act* (Canada) or any regulations made pursuant to that Act;
- (c) the *Motor Vehicle Safety Act* (Canada) or any regulations made pursuant to that Act;
- (d) the *Transportation of Dangerous Goods Act, 1992* (Canada) or any regulations made pursuant to that Act.

PART II
Insurance

Cargo liability insurance policy

5(1) Subject to subsections (3) and (4), for the purposes of section 103 of the Act, a carrier who operates a commercial vehicle that is not exempt from holding a safety fitness certificate and that has a registered gross vehicle weight of 11 794 kilograms or greater to transport general merchandise for hire shall furnish the administrator with a cargo liability insurance policy mentioned in subsection (2).

(2) A cargo liability insurance policy furnished to the administrator must:

(a) consist of an insurance policy that insures against at least the perils and is subject to no further or greater exceptions or conditions than those contained in Form A in Part I of the Appendix;

(b) provide insurance mentioned in the insurance policy mentioned in clause (a), with respect to each commercial vehicle covered by the insurance policy, for loss or damage occurring at any one time and place to the limit, having regard to the registered gross weight of the vehicle and the nature of the freight transported, of at least the following amount:

(i) if the registered gross weight of the commercial vehicle does not exceed 12 700 kilograms, \$15,000;

(ii) if the registered gross weight of the commercial vehicle exceeds 12 700 kilograms but does not exceed 21 000 kilograms, \$20,000;

(iii) if the registered gross weight of the commercial vehicle exceeds 21 000 kilograms but does not exceed 37 000 kilograms, \$27,000;

(iv) if the registered gross weight of the commercial vehicle exceeds 37 000 kilograms, \$32,000.

(3) Subsection (1) does not apply if:

(a) the carrier operating the commercial vehicle is transporting merchandise owned by that carrier; or

(b) the type of merchandise transported is exclusively coal, earth, fodder, manure, garbage, sand, gravel, sewage, clay, sod, water, stone or logs.

(4) Notwithstanding subsections (1) to (3), if, before the coming into force of these regulations, the board exempted a carrier who operates a commercial vehicle from obtaining a cargo liability insurance policy for a type of merchandise pursuant to a board order, that board order remains in force until:

(a) that board order is revoked by the administrator; and

(b) notice of the administrator's revocation is published in three consecutive editions of the Gazette.

(5) A carrier who operates a commercial vehicle with respect to which a cargo liability insurance policy has been furnished to the administrator shall immediately inform the administrator if the cargo liability insurance policy is terminated or cancelled or otherwise ceases to be in force.

Property damage insurance

6(1) In this section, “**motor vehicle liability policy**” means a policy of insurance that insures the carrier who operates a commercial vehicle, and every other person who with his or her consent operates the commercial vehicle, against liability imposed by law arising out of the ownership, use or operation of the commercial vehicle resulting from loss of or damage to any property, whether real or personal, of any person whether that person is a passenger in the commercial vehicle or not.

(2) Subject to subsection (4), any carrier who operates a commercial vehicle that is not exempt from the requirement of obtaining a safety fitness certificate shall file with the administrator a motor vehicle liability policy that complies with subsection (3).

(3) Every motor vehicle liability policy required pursuant to subsection (2) must provide the following insurance coverage, exclusive of interest and costs:

(a) if transporting general merchandise:

(i) \$2,000,000 for each commercial vehicle used to transport dangerous goods:

(A) that are set out in Column 2 of Schedule 1 to the *Transportation of Dangerous Goods Regulations*, SOR/2008-34, in the quantities set out in Column 6 of that Schedule to those regulations; and

(B) with respect to which an emergency response assistance plan is required to be filed with the Minister or a designated person, pursuant to Part 7 of the *Transportation of Dangerous Goods Regulations*, SOR/2008-34;

(ii) \$1,000,000 in all other cases;

(b) if transporting passengers:

(i) \$1,000,000 for 15 or fewer passengers; and

(ii) \$3,000,000 for 16 or more passengers.

(4) The administrator may accept a bond that meets the requirements of subsection (5) in place of a motor vehicle liability insurance policy.

(5) For the purposes of subsection (4), the bond:

(a) must be in the same amount that is required in the case of a motor vehicle liability insurance policy; and

(b) must be in a form and contain those terms and conditions that the administrator considers appropriate for the purposes of this section.

Bodily injury insurance

7(1) In this section, “**motor vehicle liability policy**” means a policy of insurance that insures the carrier operating a commercial vehicle, and every other person who with his or her consent operates the commercial vehicle, against liability imposed by law arising out of the ownership, use or operation of the commercial vehicle resulting from bodily injury to or the death of any person, whether that person is a passenger in the commercial vehicle or not.

(2) Subject to subsection (4), any carrier who operates a commercial vehicle that is not exempt from the requirement of obtaining a safety fitness certificate shall file with the administrator a motor vehicle liability policy that complies with subsection (3).

(3) Every motor vehicle liability policy required pursuant to subsection (2) must provide the following insurance coverage, exclusive of interest and costs:

(a) if transporting general merchandise:

(i) \$2,000,000 for each commercial vehicle used to transport dangerous goods:

(A) that are set out in Column 2 of Schedule 1 to the *Transportation of Dangerous Goods Regulations*, SOR/2008-34, in the quantities set out in Column 6 of that Schedule to those regulations; and

(B) with respect to which an emergency response assistance plan is required to be filed with the Minister or a designated person, pursuant to Part 7 of the *Transportation of Dangerous Goods Regulations*, SOR/2008-34;

(ii) \$1,000,000 in all other cases;

(b) if transporting passengers:

(i) \$1,000,000 for 15 or fewer passengers; and

(ii) \$3,000,000 for 16 or more passengers.

(4) The administrator may accept a bond that meets the requirements of subsection (5) in place of a motor vehicle liability insurance policy.

(5) For the purposes of subsection (4), the bond:

(a) must be in the same amount that is required in the case of a motor vehicle liability insurance policy; and

(b) must be in a form and contain those terms and conditions that the administrator considers appropriate for the purposes of this section.

Verification of insurance

8(1) The administrator may, at any time, request, in writing, an insurer to provide information satisfactory to the administrator to establish that a carrier who operates a commercial vehicle with respect to which a motor vehicle liability policy mentioned in section 6 or 7 is required has the motor vehicle liability policy.

(2) An insurer shall provide the information to the administrator within 15 days after receiving the administrator's written request.

PART III
Carrier Penalties

Interpretation and application of Part

9(1) In this Part:

- (a) **“monetary penalty”** means the dollar amount assigned to a safety violation as set out in Part II of the Appendix;
- (b) **“safety violation”** means either:
 - (i) a conviction for an offence set out in Part II of the Appendix; or
 - (ii) a decision of the administrator following an administrative investigation pursuant to Part VIII of the Act that a carrier or carrier’s driver has failed to comply with a statutory requirement identified in Part II of the Appendix, regardless of whether there has been a conviction through the courts.

(2) This Part applies only to those carriers required to hold a safety fitness certificate pursuant to section 99 of the Act.

Administrative inspection (audit) penalties

10(1) Subject to subsections (2) to (5), for the purposes of subsection 102.1(2) of the Act, the carrier shall pay a monetary penalty equal to the sum of the dollar amount for each separate safety violation assessed by the administrator against the carrier or a carrier’s driver.

(2) The dollar amount for each safety violation assessed against the carrier or driver by the administrator must be determined based on the carrier’s fleet size as set out in Part II of the Appendix.

(3) Notwithstanding subsection (2), if the carrier is transporting passengers for hire, the carrier shall pay double the dollar amount for each safety violation assessed against the carrier that would otherwise be payable for each safety violation.

(4) A carrier shall pay the monetary penalty imposed pursuant to subsection (1) within the time determined by the administrator and set out in the direction provided to the carrier pursuant to section 102.1 of the Act.

(5) If a monetary penalty is imposed on a carrier pursuant to this section and, in a subsequent administrative inspection pursuant to Part VIII of the Act, the administrator determines that the carrier has previously been assessed a monetary penalty for the same safety violation, the carrier shall pay:

- (a) double the monetary penalty otherwise payable for the safety violation, if this is the second determination that the carrier committed the safety violation; or
- (b) triple the monetary penalty otherwise payable for the safety violation, if this is the third or subsequent determination that the carrier committed the safety violation.

- (6) If the carrier fails to pay the monetary penalty within the period mentioned in subsection (4), the administrator may cancel the registration of the carrier's commercial vehicle and shall refuse to do any further business with the carrier concerning the carrier's commercial vehicle until the monetary penalty is paid.

Compliance penalties

11(1) Subject to subsections (2) to (4), for the purposes of clause 102.2(1)(b) of the Act, a carrier shall pay the amount prescribed in Part III of the Appendix based on the fleet size of the carrier at the time the monetary penalty is assessed.

(2) Notwithstanding subsection (1), if the carrier is transporting passengers for hire, the carrier shall pay double the dollar amount that would otherwise be payable for failing to comply with the direction pursuant to section 102.1 of the Act.

(3) A carrier shall pay the monetary penalty imposed pursuant to subsection (1) within the time determined by the administrator and set out in the written notice provided to the carrier pursuant to subsection 102.2(2) of the Act.

(4) If a monetary penalty has been previously imposed on a carrier pursuant to this section, the carrier shall pay:

(a) double the monetary penalty otherwise payable for the safety violation, if this is the second time that the carrier has failed to comply with a direction pursuant to section 102.1 of the Act; or

(b) triple the monetary penalty otherwise payable for the safety violation, if this is the third or subsequent time that the carrier has failed to comply with a direction pursuant to section 102.1 of the Act.

(5) If the carrier fails to pay the monetary penalty within the period mentioned in subsection (3), the administrator may cancel the registration of the carrier's vehicle and shall refuse to do any further business with the carrier concerning the carrier's commercial vehicle until the monetary penalty is paid.

PART IV

Coming into Force

Coming into force

12(1) Subject to subsection (2), these regulations come into force on the day on which section 10 of *The Traffic Safety Amendment Act, 2014* comes into force.

(2) If these regulations are filed with the Registrar of Regulations after the day on which section 10 of *The Traffic Safety Amendment Act, 2014* comes into force, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

Appendix**PART I****Form A****CARGO LIABILITY INSURANCE POLICY***[Clause 5(2)(a)]***Insuring Agreements**

- 1 The insurer agrees to indemnify the insured for direct loss or damage caused by any peril specifically mentioned in paragraph 4 of this policy arising from the legal liability of the insured as a carrier or bailee under bills of lading or shipping receipts issued by the insured on lawful goods and merchandise.
- 2 This policy only covers goods accepted by the insured for shipment while in transit in or on the motor vehicle owned and operated by the insured and described in the certificate issued under this policy to the insured.
- 3 This policy attaches from the time the goods for which the insured is legally liable as a carrier and that leave the warehouse, residence, store or factory of the shipper or place of pick up until safely delivered to the place of delivery, and only while the goods are actually in transit, and in no event will this policy cover after the goods have ceased to be at the risk of the insured.
- 4 This policy insures against direct loss or damage to the goods caused by:
 - (a) fire, including self-ignition, internal explosion and lightning;
 - (b) perils of the lakes, rivers and inland waters, while on ferries only;
 - (c) accidental collision of the transporting motor vehicle with any other automobile, vehicle or object;
 - (d) overturning of the transporting motor vehicle;
 - (e) collapse of bridges;
 - (f) theft of an entire shipping package, excluding all pilferage;
 - (g) accidental collision of any part or all of the contents of the transporting motor vehicle with any other vehicle or with an object outside the transporting motor vehicle, excluding, however, loss or damage caused by dropping or rough handling of cargo while loading or unloading and in any event while off the transporting motor vehicle; or
 - (h) coming together of truck and trailer during coupling or uncoupling.
- 5 The insurer's liability is limited to the specific amount set opposite the description of the motor vehicle in the certificate.
- 6 This policy does not insure:
 - (a) accounts, bills, currency, deeds, evidences of debt, money, notes, securities or other similar valuables, bullion or precious stones;
 - (b) loss or damage caused by the neglect of the insured to use all reasonable means to save and preserve the goods at and after any disaster insured against;

- (c) loss of or damage to paintings, statuary and other works of art and articles of virtu, unless absolute total loss;
- (d) loss or damage due to shifting of the load in the transporting motor vehicle, poor or insufficient packing or rough handling;
- (e) breakage or leakage, unless directly caused by a peril insured against;
- (f) loss or damage caused by the transporting motor vehicle coming in contact with any portion of the roadbed or by striking the rails or ties of street, steam or electric railroads;
- (g) loss of or damage to goods by decay, wetness, dampness, being spotted, discolouring, mould, rust, frost, rotting, souring, steaming or changes in flavour unless directly caused by a peril insured against;
- (h) loss or damage caused by:
 - (i) strikers, locked-out workers or persons taking part in labour disturbances or arising from riot, civil commotion, capture, seizure or detention or from any attempt at those things or the consequences of those things;
 - (ii) war, invasion, hostilities, rebellion, insurrection, seizure or confiscation by order of any government or public authority or risks of contraband or illegal transportation or trade;
 - (iii) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
- (i) loss of or damage to goods or merchandise that are the property of the carrier;
- (j) the liability of the insured except to owners of goods insured pursuant to this policy;
- (k) damage to the commercial motor vehicle, tarpaulins, fittings or goods carried gratuitously or as an accommodation;
- (l) livestock except against accident causing death or rendering death necessary in consequence of any of the perils insured against;
- (m) loss by breakage of eggs unless resulting from one of the perils insured against and only if loss amounts to 50% of the value of each shipping package, and no loss on that commodity is to be paid in excess of \$200;
- (n) loss or damage by theft or larceny by any person or persons employed by the insured.

Special Conditions

1 Description of Motor Vehicle: Wherever the term “motor vehicle” is used in this policy, it is deemed to cover only the motor vehicle, trailer or semi-trailer described in the certificate issued to the insured under this policy.

2 Permission to Interchange: Permission is hereby granted to interchange any motor vehicle, trailer or semi-trailer described in the individual certificate of insurance.

3 Notice and Proof of Loss and Payment:

(1) The insured shall immediately report in writing to this insurer every loss or damage that may become a claim pursuant to this policy and shall also file with the insurer within 90 days after the date of loss a detailed sworn proof of loss or damage.

(2) Failure by the insured to report the loss or damage and to file that sworn proof of loss or damage as provided in this policy invalidates any claim under this policy.

(3) All adjusted claims are due and payable 60 days after presentation and acceptance of proof of interest and loss or damage at the office of the insurer.

(4) The insurer has the right to adjust and settle losses pursuant to this policy with the actual owners of the goods, and the payment to those owners or to the general order of the insured and to those owners of the amount due from this insurer for goods lost or damaged is deemed to be in full satisfaction of the claim of the insured for that loss.

(5) If suit is brought against the insured to enforce a claim under this policy, the insured shall immediately forward to the insurer every summons or other process as soon as the summons or other process has been served on him or her, and the insurer may, at its own cost, defend the suit in the name and on behalf of the insured.

(6) The insured, whenever requested by the insurer, shall aid in effecting settlements, securing information and evidence and the attendance of witnesses and in prosecuting appeals, but the insured shall not voluntarily assume any liability, interfere in any negotiations for settlement or in any legal proceedings or incur any expense or settle any claim except at his or her own cost without the written consent of this insurer being previously given.

4 Sue and Labour:

(1) In case of any loss resulting from any peril insured against, the insured hereby engages for himself or herself or themselves, his, her or their factors, servants or assigns to sue, labour or travel and to use all reasonable and proper means for the security, preservation, relief and recovery of all or part of the goods lost or damaged.

(2) It is an express condition of this policy that in the event of disaster the contents of cargo of the motor vehicle shall not be abandoned or left without a responsible person in charge.

(3) In event of expenditure for salvage, salvage charges or sue and labour expenses, the liability under this policy is limited to the proportion of those amounts that the amount insured bears to the whole value of the goods directly involved in the disaster, but there can be no abandonment to the insurer of those goods.

5 Other Insurance: In the event that there is any other insurance of the same interest covering the same goods at the time of the happening of a loss with respect to those goods, the insurer is liable only for payment of a rateable proportion of the loss.

6 Subrogation:

(1) In all cases of loss, the insured shall, at the request of the insurer or its agents, assign and subrogate all their rights and claims against others to this insurer to an amount not exceeding the sum paid by the insurer and permit suit to be brought in the insured's name, but at the insurer's expense, and the insured further agrees to render all reasonable assistance in the prosecution of that suit.

(2) The insurer is not liable for any loss which, without its consent, has been settled or compromised with others who may be liable for that loss.

7 Suit Against Insurer: No suit or action on this policy for the recovery of any claim is sustainable in any court unless the insured has fully complied with all the requirements of this policy or unless the suit or action is commenced within the 12 months after the day on which the loss or damage occurred.

8 Automatic Reinstatement: Any loss under this policy does not reduce the amount of insurance.

9 Cancellation:

(1) This policy or a certificate issued under this policy may be cancelled:

(a) at any time at the request of the insured and with consent of the administrator; or

(b) by the insurer by giving 30 days' notice of cancellation to the insured and the administrator.

(2) If this policy or a certificate issued under this policy is cancelled as provided in this policy, the premium having actually been paid:

(a) the unearned portion must be returned to the insured on surrender of this policy or certificate issued pursuant to this policy; and

(b) subject to subsection (3), the insurer may retain the premium paid above the minimum premium at the customary short rate for the time that the policy or certificate has been in force.

(3) For the purposes of clause (2)(b), if this policy is cancelled by this insurer by giving notice, the insurer may retain only the *pro rata* premium.

(4) Notice of cancellation to the last known address of the insured is a sufficient notice to the insured.

10 Agent of Insured: If any party or parties other than the insured have procured this policy, a certificate issued pursuant to this policy, or any renewal of or endorsement on this policy, that party or those parties are deemed to be the agent of the insured and not of the insurer in any and all transactions and representations relating to this insurance.

11 Valuation Clause:

(1) Subject to subsection (2), all goods and merchandise for which the insured's liability is insured pursuant to this policy are, by agreement, valued at the amount of invoice or, if not under invoice, at cash market value on the date and at the place of shipment.

(2) For the purposes of subsection (1), the liability of the insurer must not exceed the value as shown in shipping costs or bills of lading, if any.

12 Set or Part Clause: In the event of loss or damage as a result of a peril insured against to any article consisting, when complete for sale or use, of several parts, the insurer is only liable for an amount not exceeding the value of the part lost or damaged.

13 Labels: In case of loss affecting labels, capsules or wrappers, the loss is to be adjusted on the basis of an amount sufficient to pay the cost of new labels, capsules or wrappers, and reconditioning the goods.

PART II ADMINISTRATIVE INPECTION (AUDIT) PENALTY AMOUNT FOR EACH SAFETY VIOLATION [Section 10]					
Safety Violation	Penalty amount per safety violation on fleet size				
	COLUMN 1 Fleet size 1 to 4 vehicles	COLUMN 2 Fleet size 5 to 10 vehicles	COLUMN 3 Fleet size 11 to 20 vehicles	COLUMN 4 Fleet size 21 to 50 vehicles	COLUMN 5 Fleet size more than 50 vehicles
DIVISION 1. <i>The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i> R.R.S. c.H-3.1 Reg 22					
1-1 Failure to maintain a written record of any conviction against a driver for an offence committed while the driver was operating the carrier's commercial vehicle. <i>s. 3 The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
1-2 Failure to maintain a copy of the driver's licence (including all documents deemed to be part of the driver's licence) and driving record. <i>s. 4 The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
1-3 Failure to maintain an up-to-date copy of the driver's driving record for the past 12 months and the driver's licence, including all documents deemed to be part of the driver's licence. <i>s. 4 The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

1-4 Failure to maintain a written record for each driver who operates the carrier's commercial vehicles of all accidents involving the commercial carrier's vehicles. <i>s. 5 The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
1-5 Failure to maintain a written record of all training or upgrading respecting the transportation of dangerous goods that is undertaken by each driver who operates the carrier's commercial vehicles. <i>s. 6 The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
1-6 Failure to maintain a copy of all repairs, on-road/terminal inspections, any report prepared in other jurisdictions, periodic motor vehicle inspections, notice of any manufacturer's defects and maintenance records for each of the carrier's commercial vehicles. <i>s. 7 The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
1-7 Failure to maintain a written record of the carrier's public liability insurance coverage. <i>s. 8 The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

1-8 Failure to keep and maintain all commercial records under this Regulation during the year to which the record relates and for 4 years thereafter. <i>s. 9 The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
1-9 Failure to keep and maintain all commercial records in the carrier's registered office in Saskatchewan. <i>s. 10 The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
1-10 Failure of the driver to report to the carrier every 14 days any reportable conviction or accident or to provide copies of on road/ terminal inspections. <i>s. 11 The Commercial Vehicle and Drivers (Record-Keeping) Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
DIVISION 2. <i>The Traffic Safety Act, S.S. 2004, c.T-18.1</i>					
2-1 Failure to have a valid operating authority certificate or a valid safety fitness certificate. <i>s. 76 The Traffic Safety Act</i> <i>s. 99 The Traffic Safety Act</i>	\$1,000.00	\$2,000.00	\$3,000.00	\$5,000.00	\$10,000.00

2-2 Withhold, destroy, alter, conceal or refuse to produce any records or property that a peace officer or person appointed by the administrator reasonably requires for the purposes of an inspection or an investigation pursuant to any transportation legislation. ss. 109(1) <i>The Traffic Safety Act</i>	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00
2-3 Fail to keep and maintain any records required pursuant to any transportation legislation. ss. 109(2) <i>The Traffic Safety Act</i>	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00
2-4 Operating or causing to be operated a vehicle without a vehicle inspection certificate. ss. 116(1) <i>The Traffic Safety Act</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
2-5 Driving a motor vehicle on a highway without an appropriate driver's licence. ss. 32(1) <i>The Traffic Safety Act</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
DIVISION 3. <i>The Dangerous Goods Transportation Act</i>, S.S. 1984-85-86, c.D 1.2					
3-1 Failure to ensure dangerous goods documentation accompanies dangerous goods consignment. clause 6(a) <i>The Dangerous Goods Transportation Act</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

3-2 Failing to ensure dangerous goods documentation accompanies dangerous goods consignment where an Emergency Response Assistance Plan is required on the shipping document. clause 6(a) - <i>The Dangerous Goods Transportation Act</i> s.6(a)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
3-3 Handling, offering for transport or transporting dangerous goods without proper documentation. clause 6(a) - <i>The Dangerous Goods Transportation Act</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
3-4 Not being a trained person, handling, offering for transport or transporting dangerous goods. clause 6(a) - <i>The Dangerous Goods Transportation Act</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
3-5 Directing a person who is not a trained person to handle, offer for transport or transport dangerous goods without the direct supervision of a trained person. clause 6(a) - <i>The Dangerous Goods Transportation Act</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

3-6 Directing a person who is not a trained person to handle, offer for transport or transport dangerous goods without the direct supervision of a trained person where an Emergency Response Assistance Plan is required for handling, offering for transport or transporting dangerous goods. clause 6(a) - <i>The Dangerous Goods Transportation Act</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
3-7 Failing to immediately report lost or stolen dangerous goods: (a) to the local police respecting Class 1 explosives, Class 6.2 infectious substances or Class 7 radioactive material; (b) to CANUTEC at (613) 996-6666 respecting Class 6.2 infectious substances. clause 6(a) - <i>The Dangerous Goods Transportation Act</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
DIVISION 4. <i>The Commercial Vehicles Hours of Service Regulations, R.R.S. c.H-3.1</i> Reg 12					
4-1 Driving a commercial vehicle or requesting, requiring or permitting another person to drive a commercial vehicle without 8 consecutive hours of off-duty time. s.3 <i>The Commercial Vehicles Hours of Service Regulations</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

4-2 Driving a commercial vehicle or requesting, requiring or permitting another person to drive a commercial vehicle in excess of the prescribed daily limits. <i>s.6 The Commercial Vehicles Hours of Service Regulations</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
4-3 Failing to keep or maintain a driver's daily log or to ensure that drivers keep and maintain a driver's daily log. <i>s.14 The Commercial Vehicles Hours of Service Regulations</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
4-4 Failing to complete a driver's daily log as prescribed. <i>s.14 The Commercial Vehicles Hours of Service Regulations</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
4-5 Driving a commercial vehicle or requiring or permitting a person to drive a commercial vehicle without a driver's daily log completed up to last change in duty status. <i>s.16 The Commercial Vehicles Hours of Service Regulations</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
4-6 Driving or permitting to be driven a commercial vehicle with respect to which more than one daily log is maintained or with respect to which the daily log for the commercial vehicle is falsified or permitted to be falsified. <i>s.17 The Commercial Vehicles Hours of Service Regulations</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

4-7 Failing to keep and maintain daily logs for six month. <i>s.19 The Commercial Vehicles Hours of Service Regulations</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
DIVISION 5. Commercial Vehicle Drivers Hours of Service Regulations (Canada) SOR/2005 313					
5-1 Request, require or allow a driver to drive after the driver has accumulated 13 hours of driving time in a day. <i>ss. 12(1) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-2 Request, require or allow a driver to drive after the driver has accumulated 14 hours of on-duty time in a day. <i>ss. 12(2) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-3 Request, require or allow a driver to drive after the driver has accumulated 13 hours of driving time without taking at least 8 consecutive hours of off-duty time before driving again. <i>ss. 13(1) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

5-4 Request, require or allow a driver to drive after the driver has accumulated 14 hours of on-duty time without taking at least 8 consecutive hours of off-duty time before driving again. ss. 13(2) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-5 Request, require or allow a driver to drive after 16 hours of time has elapsed between the conclusion of the most recent of 8 or more consecutive hours off-duty time and the beginning of the next 8 or more consecutive hours of off-duty time. ss. 13(3) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-6 Fail to ensure a driver takes at least 10 hours of off-duty time in a day. ss. 14(1) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-7 Request, require or allow a driver to drive without taking off-duty time, other than the mandatory 8 consecutive hours, in blocks of no less than 30 minutes each. ss. 14(2) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

5-8 Request, require or allow a driver to drive without allowing the driver at least 2 hours of off-duty time that does not form part of the mandatory 8 consecutive hours of off-duty time. ss. 14(3) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-9 Request, require or allow a driver to begin to drive again without first taking at least 8 consecutive hours of off-duty time. ss. 18(3) & 19(3) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-10 Fail to require a driver to follow either cycle 1 or cycle 2 as defined in these regulations. s. 24 <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-11 Request, require or allow a driver to drive without allowing the driver to take at least 24 consecutive hours off-duty in the preceding 14 days. s. 25 <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-12 Request, require or allow a driver to drive after the driver has accumulated 70 hours of on-duty time in any 7-day period. s. 26 <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

5-13 Request, require or allow a driver who is following cycle 2 to drive after the driver has accumulated 120 hours of on-duty time in any 14-day period. <i>clause 27(a) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-14 Request, require or allow a driver who is following cycle 2 to drive after the driver has accumulated 70 hours of on-duty time without having taken at least 24 consecutive hours off-duty time. <i>clause 27(b) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-15 Request, require or allow a driver to switch from one cycle to another without taking the required off-duty time. <i>s. 29 Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-16 Request, require or allow a driver to drive a commercial vehicle contrary to the terms and conditions of a permit. <i>ss. 67(2) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

5-17 Fail to complete daily log or require a driver to complete a daily log that accounts for all on-duty and off-duty time. ss. 81(1) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-18 Fail to complete the driver's daily log in the manner prescribed. ss. 82(1) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-19 Fail to require the carrier's driver to record in the driver's log the hours in each duty status during the day covered by the daily log and the location of the driver each time his or her duty status changes. ss. 82(2) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-20 Fail to require the carrier's driver to record and sign the daily log indicating the total hours for each duty status and the total distance driven by the driver that day, including the odometer reading at the end of the day. ss. 82(3) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-21 Request, require or allow a driver to drive a commercial vehicle without maintaining in his or her possession a copy of the daily logs for the preceding 14 days. clause 84(a) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

5-22 Request, require or allow a driver to drive a commercial vehicle without maintaining in his or her possession a copy of the daily logs current up to the last change in the driver's duty status. <i>clause 84(b) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-23 Request, require or allow a driver to drive a commercial vehicle without maintaining in his or her possession a copy of any supporting documents or other relevant records that the driver received in the course of the current trip. <i>clause 84(c) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-24 Fail to ensure that the carrier's driver has forwarded the original daily logs and supporting documents to the home terminal within 20 days. <i>ss. 85(1) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-25 Fail to keep the daily logs and supporting documents for each driver for a period of six months. <i>clause 85(3)(b) Commercial Vehicle Drivers Hours of Service Regulations (Canada)</i>	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00

5-26 Request, require or allow a driver to keep more than one daily log in respect of any day. ss. 86(1) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-27 Request, require or allow a driver to enter inaccurate information in a daily log or falsify, mutilate or deface a daily log. ss. 86(2) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
5-28 Fail to monitor a driver's compliance with the regulations. ss. 87(1) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$500.00	\$500.00	\$1,000.00	\$2,500.00	\$5,000.00
5-29 Fail to take immediate action for a driver's non-compliance with the regulations. ss. 87(2) <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$500.00	\$500.00	\$1,000.00	\$2,500.00	\$5,000.00
5-30 Fail to immediately produce or give a copy, at the request of an inspector, of daily logs, supporting documents and other relevant records. s. 98 <i>Commercial Vehicle Drivers Hours of Service Regulations</i> (Canada)	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$1,000.00

DIVISION 6. <i>The Trip Inspection Regulations</i> R.R.S. c.H-3.01 Reg 11					
6-1 Fail to provide a driver with a copy of an applicable inspection schedule. ss. 5(1) <i>The Trip Inspection Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
6-2 Permit a person to operate one of its commercial vehicles without an applicable inspection schedule. ss. 5(4) <i>The Trip Inspection Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
6-3 Permit a person to operate or operated a commercial vehicle without being inspected in accordance with the regulations. s. 9 <i>The Trip Inspection Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
6-4 Fail to repair a defect reported to the carrier. s. 14 <i>The Trip Inspection Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
6-5 Permit a person to operate or operated a commercial vehicle on a public highway that has a major defect. s. 15 <i>The Trip Inspection Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
6-6 Permit a person to operate a commercial vehicle on a highway without an applicable inspection report. s. 16 <i>The Trip Inspection Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
6-7 Fail to keep and maintain daily inspection reports for six months. s. 18 <i>The Trip Inspection Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
6-8 Fail to keep and maintain any certification for repair for six months. s. 18 <i>The Trip Inspection Regulations</i>	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

PART III PENALTY AMOUNT FOR FAILURE TO COMPLY WITH SAFETY DIRECTIVE [Section 11]					
	Penalty amount for non-compliance based on fleet size				
	COLUMN 1 Fleet size 1 to 4 vehicles	COLUMN 2 Fleet size 5 to 10 vehicles	COLUMN 3 Fleet size 11 to 20 vehicles	COLUMN 4 Fleet size 21 to 50 vehicles	COLUMN 5 Fleet size more than 50 vehicles
Penalty for failing to comply with safety directive.	\$500.00	\$1,000.00	\$1,500.00	\$2,500.00	\$5,000.00

SASKATCHEWAN REGULATIONS 55/2014*The Automobile Accident Insurance Act*

Section 81

Order in Council 377/2014, dated June 26, 2014

(Filed June 26, 2014)

Title

1 These regulations may be cited as *The Automobile Accident Insurance (General) Amendment Regulations, 2014*.

R.R.S. c.A-35 Reg 4 amended

2 *The Automobile Accident Insurance (General) Regulations, 2002* are amended in the manner set forth in these regulations.

Section 26.1 repealed

3 **Section 26.1 is repealed.**

Section 27.1 amended

4 **Subsection 27.1(1) is amended:**

(a) **by striking out the portion preceding clause (a) and substituting the following:**

“In this section and section 29, ‘**special offence**’ means an offence contrary to any of the following provisions of the *Criminal Code* committed by means of a motor vehicle.”; **and**

(b) **by repealing clauses (i), (j) and (k) and substituting the following:**

“(i) subsection 252(1.2) or (1.3);

“(j) subsection 255(2) or (2.1);

“(k) subsection 255(2.2), (3), (3.1) or (3.2)”.

Section 29 amended

5(1) **Subsection 29(3) is repealed and the following substituted:**

“(3) Subject to subsection (3.1), a discount in the basic premium applies only to the following motor vehicles:

(a) a motor vehicle that is registered in Class PV or LV other than a hearse, U-Drive vehicle, restricted bus, ambulance, police vehicle, RCMP vehicle or a vehicle owned by either the federal government or a Crown corporation;

(b) a motor vehicle that is registered in Class F and that is a one-ton model or smaller.

“(3.1) A discount is not available to a motor vehicle listed in subsection (3) if:

(a) section 18 of the Act applies to the owner of the motor vehicle and that owner is a non-resident owner within the meaning of that section; or

(b) the owner or one of the co-owners is not an individual”.

(2) Subsection 29(5) is repealed and the following substituted:

“(5) If a driver is convicted of an offence contrary to section 219, paragraph 249(1)(a), subsection 249.1(1), 249.4(1), 252(1) or 259(4) of the *Criminal Code* committed by means of a motor vehicle:

- (a) if the driver has a safety rating of greater than minus 11, the driver’s safety rating is deemed to be minus 20; and
- (b) the insurer shall charge the driver, and the driver shall pay, a surcharge of \$500.

“(5.1) If a driver is convicted of an offence contrary to paragraph 253(1)(a) or (b) of the *Criminal Code* committed by means of a motor vehicle and the offence is not a special offence:

- (a) if the driver has a safety rating of greater than minus 11, the driver’s safety rating is deemed to be minus 20; and
- (b) the insurer shall charge the driver, and the driver shall pay, a surcharge of:
 - (i) \$1,250, if the driver is convicted of an offence contrary to paragraph 253(1)(a) of the *Criminal Code*;
 - (ii) \$1,250, if the driver is convicted of an offence contrary to paragraph 253(1)(b) of the *Criminal Code* and the driver’s venous blood contains more than 80 milligrams of alcohol per 100 millilitres of blood but less than 160 milligrams of alcohol per 100 millilitres of blood; or
 - (iii) \$2,250, if the driver is convicted of an offence contrary to paragraph 253(1)(b) of the *Criminal Code* and the driver’s venous blood contains 160 milligrams or more of alcohol per 100 millilitres of blood.

“(5.2) If a driver is convicted of an offence contrary to subsection 254(5) of the *Criminal Code* committed by means of a motor vehicle:

- (a) if the driver has a safety rating of greater than minus 11, the driver’s safety rating is deemed to be minus 20; and
- (b) the insurer shall charge the driver, and the driver shall pay, a surcharge of \$2,250”.

Section 30 amended

6 Subsection 30(1) is amended by striking out “Parts III and IV of”.

Section 31.6 amended

7(1) Subsection 31.6(1) is amended by striking out “Parts III and IV of”.

(2) Subsection 31.6(2) is repealed and the following substituted:

“(2) If a registrant elects to reimburse the insurer pursuant to subsection (1), the insurer shall adjust the registrant’s loss ratio and reimburse the registrant for any excess surcharge imposed with respect to that accident that the registrant was required to pay in the period following the registrant’s most recent assessment date set pursuant to section 31.21.

“(3) If a registrant elects to reimburse the insurer pursuant to subsection (1), the motor vehicle accident is not to be considered a chargeable incident for the purposes of this Part”.

Section 31.7 repealed

8 Section 31.7 is repealed.

New Appendix B

9 Appendix B is repealed and the following substituted:

**“Appendix B
CHARGEABLE INCIDENTS**

	Points
1. Motor Vehicle Accidents	
A motor vehicle accident if:	
(a) loss or damage arises on account of which the insurer makes a payment of \$305 or more pursuant to the Act; and	
(b) subject to clause 2(b), a driver is determined to be at least 50% at fault for the accident	6
2. Motor Vehicle Accidents	
A motor vehicle accident if:	
(a) loss or damage arises on account of which the insurer makes a payment of \$305 or more pursuant to the Act; and	
(b) each driver involved in the motor vehicle accident is determined to be 50% at fault for the accident	3
3. Suspension or Disqualification	
A suspension pursuant to section 146, 146.1, 146.2, subsection 147(1) or (5), section 148, 150 or subsection 151(5) of <i>The Traffic Safety Act</i> that was not cancelled after a review pursuant to section 152, 153, or 154 of <i>The Traffic Safety Act</i> as that Act read on the day before section 1 of <i>The Traffic Safety Amendment Act, 2014</i> came into force	4
4. Suspension	
A suspension or disqualification pursuant to section 146, 146.1, 146.2, 148, 150 or 150.1 of <i>The Traffic Safety Act</i> that has not been cancelled after a review pursuant to section 152 or 153 of <i>The Traffic Safety Act</i> , as the case may be	4

5. Convictions pursuant to *The Traffic Safety Act*

A conviction registered against a driver pursuant to *The Traffic Safety Act* for any offence listed below or for any offence pursuant to any law of any province or state or a bylaw of any municipal corporation or duly constituted authority in Canada or the United States of America that is substantially similar to the offences listed below:

	Provision	Points
5.1 Driving as a learner while not accompanied by a qualified driver	32.1	4
5.2 Driving a motor vehicle in violation of a licence endorsement	38	3
5.3 Driving while disqualified	140(1)	10
5.4 Driving while prohibited from driving pursuant to section 146 of <i>The Traffic Safety Act</i>	140(3)	4
5.5 Driving while the administrator has refused to issue, suspended or cancelled a licence pursuant to <i>The Traffic Safety Act</i>	140(5)	4
5.6 Driving in excess of 50 kilometres per hour over the applicable speed limit	199(2)	4
5.7 Driving in excess of 35 kilometres per hour over the applicable speed limit	199(2.1)	4
5.8 Driving at least twice the posted applicable speed limit	199(2.2)	4
5.9 Exceeding a speed that is reasonable and safe in the circumstances	199(3)	4
5.10 Driving at a speed that impedes traffic	199(4)	3
5.11 Exceeding the speed limit in a school zone	200(2)	3
5.12 Exceeding 60 kilometres per hour when passing a highway worker or flag person	203(1)(a)	3
5.13 Exceeding 60 kilometres per hour when passing any highway equipment occupied by a highway worker and whose presence on the highway is marked in the prescribed manner	203(1)(b)	3
5.14 Exceeding 60 kilometres per hour when passing any highway equipment on a highway that has its warning lights in operation, whether or not it is in motion	203(1)(c)	3
5.15 Failing to obey the direction of a flag person or peace officer	203(3)	3
5.16 Exceeding 60 kilometres per hour when passing a stopped emergency vehicle that has its emergency lights in operation	204(1)	3

5.17 Exceeding 60 kilometres per hour when passing a stopped tow truck that has its amber lights in operation	205(1)	3
5.18 Failing to obey traffic control device	208(2)	4
5.19 Failing to obey directions of a peace officer	208(3)	3
5.20 Failing to obey a stop sign	209(6)(a)	4
5.21 Failing to obey a stop signal at a railway crossing	209(6)(b)	4
5.22 Failing to stop for a crossing guard	209(6)(c)	4
5.23 Bus transporting passengers failing to stop at a level railway crossing	209(7)(a)	4
5.24 Vehicle transporting goods and required to be placarded failing to stop at a level railway crossing	209(7)(b)	4
5.25 After stopping at a level railway crossing, proceeding while it is unsafe	209(8)	4
5.26 Failing to comply with the request or signal of a peace officer	209.1(3)	3
5.27 Passing a school bus that has its safety lights in operation	212(2)	4
5.28 Failing to stop five metres from the rear of a school bus that has its safety lights and stop arm in operation	212(3)	4
5.29 Failing to stop five metres from the front of a school bus that has its safety lights and stop arm in operation	212(4)	4
5.30 Driving without due care and attention	213(1)	4
5.31 Driving without reasonable consideration of others	213(2)	4
5.32 Driving in a contest of speed or racing with another vehicle on the highway	214(1)	4
5.33 Performing an activity on a highway that is likely to distract, startle or interfere with other users of the highway	214(2)	4
5.34 Passing to the right of a vehicle	217(1)(b)	4
5.35 Increasing speed when being overtaken	217(5)	3
5.36 Failing to yield the right of way to vehicle on the right	219(1)	3
5.37 Failing to yield the right of way when making a left turn	219(3)	3

5.38 Failing to yield the right of way when entering a provincial highway	219(4)	3
5.39 Failing to yield the right of way at a 'yield' sign	219(5)	3
5.40 Failing to yield the right of way on entering a highway from other than a highway	219(6)	3
5.41 After yielding the right of way, proceeding while it was unsafe	219(8)	3
5.42 Proceeding the wrong way on a one-way highway	221	3
5.43 Failing to yield the right of way to pedestrians at a highway intersection or marked pedestrian crossing in the required manner	223(1)	3
5.44 Failing to stop the vehicle for a pedestrian at a marked pedestrian crossing in the required manner	223(1.1)	3
5.45 Passing a vehicle stopped for pedestrians	223(2)	3
5.46 Following a vehicle too closely	225(1)	3
5.47 Failing to leave sufficient space when following	225(2)	3
5.48 Entering or leaving a controlled access highway except where the right to do so is indicated by a sign	226	4
5.49 Changing lanes when prohibited or when not safe to do so	228(1)	3
5.50 Driving on the left-hand side of median	229(1)	4
5.51 Crossing a median unlawfully	229(2)	4
5.52 Failing to use a signalling device to warn of intention to stop or to abruptly reduce speed	234(1)	3
5.53 Failing to use a signalling device to warn of the intention to change lanes	234(1)	3
5.54 Driving contrary to a sign at an intersection with a green light	235(2)(a)	3
5.55 Failing to stop at crosswalk against an amber light	235(3)(a)	3
5.56 Failing to yield the right of way to a pedestrian at a marked crosswalk displaying only an amber light	235(4)	3
5.57 Failing to stop at a red light at an intersection	235(5)(a)	4

5.58 Making a right turn at a red light when prohibited by a sign	235(5)(b)	3
5.59 Making a left turn on a one-way street on a red light without stopping	235(6)(a)	4
5.60 Making a left turn on a one-way street on a red light without yielding the right of way or when prohibited by a sign	235(6)(b)	3
5.61 Proceeding at an intersection in a direction not indicated by a green arrow	235(8)	3
5.62 Failing to yield at an intersection displaying a red light with a green arrow	235(9)	3
5.63 Failing to yield at a place other than an intersection displaying a red light with a green arrow	235(10)	3
5.64 Proceeding contrary to a green arrow	235(11)	3
5.65 Failing to obey a red flashing light, stopping at the wrong place or failing to stop or proceeding while it is unsafe to do so	235(13)	4
5.66 Failing to proceed cautiously at a flashing amber light	235(14)	3
5.67 Failing to yield the right of way to pedestrians at a 'walk' signal	237(2)(b)	3
5.68 Failing to yield to an emergency vehicle	238(9)	4
5.69 Driving while using a handheld electronic communication device	241.1(2)	4
5.70 Driving a commercial vehicle on a highway that is equipped with, contains or is carrying a radar warning device	242(2)(a)	3
5.71 Permitting a commercial vehicle to become or remain equipped with a radar warning device	242(2)(b)	3
5.72 Permitting a person to ride on the exterior part of a vehicle	244(1)	3
5.73 Permitting an over-crowded driving compartment	245(3)	3
5.74 Driver failing to wear a seat-belt assembly	248(1)	3
5.75 Driving a vehicle with a passenger under 16 years of age not wearing a seat-belt assembly	248(4)(a)	3

5.76	Driving a vehicle with a passenger under 7 years of age, who weighs less than 36 kilograms but more than 18 kilograms and is less than 145 centimetres in height, not properly seated in a booster seat	248(4)(b)	3
5.77	Driving a vehicle with a child or infant not properly seated in a child or infant restraint system	248(4)(c)	3
5.78	Failure to report an accident	253(2) or (3)	4
5.79	Providing a false statement	272	4
6. Convictions pursuant to <i>The Vehicle Equipment Regulations, 1987</i>			
A conviction registered against a driver pursuant to <i>The Vehicle Equipment Regulations, 1987</i> for any offence listed below or for any offence pursuant to any law of any province or state or a bylaw of any municipal corporation or duly constituted authority in Canada or the United States of America that is substantially similar to the offences listed below:			
		Provision	Points
6.1	Driver of a motorcycle failing to be properly equipped	6.1(1)	3
6.2	New driver of a motorcycle failing to wear proper helmet, boots and gloves	6.1(1.1)	3
7. Convictions pursuant to <i>The Driver Licensing and Suspension Regulations, 2006</i>			
A conviction registered against a driver pursuant to <i>The Driver Licensing and Suspension Regulations, 2006</i> for any offence listed below or for any offence pursuant to any law of any province or state or a bylaw of any municipal corporation or duly constituted authority in Canada or the United States of America that is substantially similar to the offences listed below:			
		Provision	Points
7.1	Driver with a '6' endorsement driving a motorcycle during period that is one-half hour before sunset until one-half hour after sunrise	19.6(b)	3
7.2	Driver with a '6' or 'M' endorsement with novice 1 restriction transporting passengers on motorcycle	19.6(a), 19.7(a)	3
7.3	Driver with an 'M' endorsement with novice 1 restriction driving a motorcycle between midnight and 5 a.m.	19.7(b)	3
7.4	New driver towing a vehicle while operating a motorcycle	19.6(c), 19.7(c), 19.8(a)	3

8. **Convictions pursuant to *The Licence Plate Display Regulations***

A conviction registered against a driver pursuant to *The Licence Plate Display Regulations* for any offence listed below or for any offence pursuant to any law of any province or state or a bylaw of any municipal corporation or duly constituted authority in Canada or the United States of America that is substantially similar to the offences listed below:

	Provision	Points
8.1 New driver failing to display placard on motorcycle	3.1	3

9. **Convictions pursuant to *The Highways and Transportation Act, 1997***

A conviction registered against a driver pursuant to *The Highways and Transportation Act, 1997* for any offence listed below or for any offence pursuant to any law of any province or state or a bylaw of any municipal corporation or duly constituted authority in Canada or the United States of America that is substantially similar to the offences listed below:

	Provision	Points
9.1 Driving a vehicle loaded insecurely	40(2)	4
9.2 Driving a vehicle where discharge, emission or escape of dangerous goods occurs or is imminent	40(3)	4
9.3 Operating a vehicle carrying a cargo not transported and secured in accordance with the regulations	40(4)	4

10. **Convictions pursuant to *The School Bus Operating Regulations, 1987***

A conviction registered against a driver pursuant to *The School Bus Operating Regulations, 1987* for any offence listed below or for any offence pursuant to any law of any province or state or a bylaw of any municipal corporation or duly constituted authority in Canada or the United States of America that is substantially similar to the offences listed below:

	Provision	Points
10.1 Entering provincial highway without stopping bus	3(h)	4
10.2 Discontinuing the operation of safety lights before it is safe to do so	4(a)	4
10.3 Failing to activate strobe lights on the bus any time the driver is transporting passengers outside a city, town or village	4(a.1)	4
10.4 Failing to activate the stop arm when the bus is stopped for the purpose of loading or unloading children	4(b)	4
10.5 Failing to stop at an uncontrolled railroad crossing	4(e)	4

11. Convictions pursuant to the *Criminal Code*

A conviction registered against a driver pursuant to the *Criminal Code* for any offence listed below or for any offence pursuant to any law of any province or state or a bylaw of any municipal corporation or duly constituted authority in Canada or the United States of America that is substantially similar to the offences listed below:

	Provision	Points
11.1 Criminal Negligence	219	10
11.2 Causing death by criminal negligence in the operation of a vehicle	220	10
11.3 Causing bodily injury by criminal negligence in the operation of a vehicle	221	10
11.4 Manslaughter	236	10
11.5 Dangerous operation of a vehicle	249(1)(a)	10
11.6 Dangerous operation of a vehicle causing bodily injury	249(3)	10
11.7 Dangerous operation of a vehicle causing death	249(4)	10
11.8 Flight	249.1	10
11.9 Causing death by criminal negligence (street racing)	249.2	10
11.10 Causing bodily harm by criminal negligence (street racing)	249.3	10
11.11 Dangerous operation of a motor vehicle while street racing	249.4	10
11.12 Failure to stop at scene of accident	252	10
11.13 Driving or having care and control of a vehicle while impaired	253(1)(a)	10
11.14 Driving or having care and control of a vehicle with a blood alcohol level over .08	253(1)(b)	10
11.15 Failure to comply with a demand	254(5)	10
11.16 Impaired driving, driving or having care and control of a vehicle with a blood alcohol level over .08 or failure to comply with a demand, causing bodily harm	255(2), (2.1) or (2.2)	10
11.17 Impaired driving, driving or having care and control of a vehicle with a blood alcohol level over .08 or failure to comply with a demand, causing death	255(3), (3.1) or (3.2)	10
11.18 Driving while disqualified	259(4)	10".

Coming into force

10(1) Subject to subsection (2), these regulations come into force on the day on which they are filed with the Registrar of Regulations.

(2) Section 8 comes into force on May 1, 2015.

SASKATCHEWAN REGULATIONS 56/2014*The Traffic Safety Act*

Section 287

Order in Council 378/2014, dated June 26, 2014

(Filed June 26, 2014)

Title

1 These regulations may be cited as *The Driver Licensing and Suspension Amendment Regulations, 2014 (No. 2)*.

R.R.S. c.T-18.1 Reg 2 amended

2 *The Driver Licensing and Suspension Regulations, 2006* are amended in the manner set forth in these regulations.

Section 2 amended

3(1) Subsection 2(1) is amended:

(a) by repealing subclause (e)(iii) and substituting the following:

“(iii) buses or motor homes when towing a vehicle or vehicles where the combined gross weight of the vehicles being towed exceeds 4 600 kilograms”;

(b) by adding the following clause after clause (i):

“(i.1) ‘class 7 motor vehicles’ means golf carts”;

(c) by repealing clause (m) and substituting the following:

“(m) ‘fees regulations’ means *The Traffic Safety Act Fees Regulations*”;

(d) by adding the following clause after clause (m):

“(m.1) ‘golf cart’ means a golf cart as defined in *The Registration Exemption and Reciprocity Regulations, 2014*”;

(e) by adding the following clause after clause (p.1):

“(p.2) ‘learner’s licence’ means a licence described in subsection 12(2)”;

(f) by repealing clause (q) and substituting the following:

“(q) ‘medical report’ means a medical report described in clause 42(1)(b) of the Act”;

(g) by adding the following clause after clause (t):

“(t.1) ‘power-assisted bicycle’ means a power-assisted bicycle as defined in the *Motor Vehicle Safety Regulations, C.R.C., c.1038*”; **and**

(h) by repealing clause (u).

(2) Subsection 2(2) is repealed and the following substituted:

“(2) For the purposes of these regulations and the Act, ‘new driver’ means:

(a) the holder of a class 7 driver’s licence;

(b) the holder of a class 1 to 5 driver’s licence with a ‘6’ endorsement;

(c) the holder of a class 1 to 5 driver’s licence with an ‘M’ endorsement and a novice 1 or novice 2 restriction noted on the driver’s licence, when operating a motorcycle;

- (d) the holder of a class 5 driver's licence with a novice 1 or novice 2 restriction noted on the driver's licence;
- (e) the holder of a restricted or provisional driver's licence;
- (f) the holder of a licence issued by another jurisdiction that is the equivalent of a driver's licence described in clauses (a) to (c); or
- (g) a person who does not hold a current driver's licence and has not held a current driver's licence in the past five years".

Section 3 amended

4 Clause 3(a) is repealed and the following substituted:

"(a) classes 1, 2, 3, 4, 5 and 7 motor vehicles".

Section 4 amended

5 Clause 4(a) is repealed and the following substituted:

"(a) classes 2, 3, 4, 5 and 7 motor vehicles".

Section 5 amended

6 Clause 5(a) is repealed and the following substituted:

"(a) classes 3, 4, 5 and 7 motor vehicles".

Section 6 amended

7 Clause 6(a) is repealed and the following substituted:

"(a) classes 4, 5 and 7 motor vehicles".

Section 7 amended

8 Section 7 is amended:

- (a) by renumbering it as subsection 7(1);
- (b) by repealing clause (1)(a) and substituting the following:

"(a) classes 5 and 7 motor vehicles"; and
- (c) by adding the following subsection after subsection (1):

"(2) No class 5 driver's licence permits its holder to operate a vehicle that is transporting more than 12 passengers unless the holder is at least 18 years of age and the class 5 driver's licence does not have a novice 1 or novice 2 restriction noted on the driver's licence".

New section 9

9 Section 9 is repealed and the following substituted:

"Class 7 driver's licence

9(1) Subject to any imposed restrictions on a class 7 driver's licence, the holder of a class 7 driver's licence may operate:

- (a) a golf cart;
- (b) a class 5 motor vehicle as a learner; and
- (c) any other vehicles that the holder of the driver's licence is entitled to operate by virtue of an endorsement placed by the administrator on the driver's licence, subject to the terms and conditions of the endorsement.

- (2) No holder of a class 7 driver's licence shall:
 - (a) transport passengers in a vehicle other than immediate family members between the hours of 12:00 a.m. and 5:00 a.m. each day;
 - (b) when operating a vehicle with a rear seat, transport any passenger in the front seat other than the accompanying and supervising driver; or
 - (c) transport more passengers than there are seat belts in the vehicle.
- (3) If there is no seat-belt assembly in the vehicle, the holder of a class 7 driver's licence shall not transport more than three passengers in the vehicle in addition to the accompanying and supervising driver.
- (4) A class 7 driver's licence held by a person who is 15 years of age remains valid only if the person is enrolled or registered in or has completed a high school driver training program that is under the direction of the Government of Saskatchewan".

Section 11 amended

10(1) Subsection 11(1) is amended by striking out "subsections (2) and (3)" and substituting "subsection (2)".

(2) Subsection 11(3) is repealed.

(3) Subsection 11(4) is repealed and the following substituted:

"(4) No driver's licence permits its holder to operate a Class PS motor vehicle or a school bus registered in Class PB being used for the transportation of students to and from a school unless the licence bears a school bus endorsement".

(4) Subsections 11(5) and (7) are repealed.

New section 11.1

11 The following section is added after section 11:

"No driver's licence required

11.1 Subject to the vehicles' meeting any other equipment or operating requirements that are set out in the Act or the regulations made or continued pursuant to the Act, the following vehicles may be operated on a highway and the driver of any of those vehicles is exempt from the requirement to hold a driver's licence:

- (a) a fire engine or a fire department apparatus, including a command bus, water truck or any other vehicle used to support firefighting at the scene of a fire;
- (b) a self-propelled farm implement;
- (c) a power-assisted bicycle;
- (d) a special mobile machine;
- (e) a motor vehicle being towed for sale, storage or repair;
- (f) a vehicle that crosses the highway if:
 - (i) the driver stops the vehicle before entering onto the highway;
 - (ii) the driver yields the right of way to all other vehicles and persons on the highway; and
 - (iii) the vehicle crosses the highway by the most direct route;
- (g) a wheelchair".

New section 12**12 Section 12 is repealed and the following substituted:****“Restrictions on holders of class 7 driver’s licences**

12(1) For the purposes of section 32.1 of the Act and this section, **‘accompanied and supervised’** means the driver is accompanied by another person who:

- (a) is a qualified and authorized driver who meets the qualifications set out in clause (3)(a), subsection (4) or subsection (5) as the circumstances require;
 - (b) is at all times conscious and capable of lawfully assuming control of the vehicle; and
 - (c) occupies the seat that:
 - (i) is nearest the person holding the learner’s licence; and
 - (ii) is, other than the driver’s seat, nearest to the controls of the vehicle.
- (2) The following persons are deemed to be holders of a learner’s licence:
- (a) the holder of a class 7 driver’s licence while operating a motor vehicle other than a golf cart;
 - (b) the holder of a class 5 driver’s licence bearing an endorsement ‘1’, ‘2’, ‘3’ or ‘4’ who is operating a class 1, 2, 3 or 4 vehicle;
 - (c) the holder of a class 4 driver’s licence bearing an endorsement ‘1’, ‘2’ or ‘3’ who is operating a class 1, 2 or 3 vehicle;
 - (d) the holder of a class 3 driver’s licence bearing an endorsement ‘1’ or ‘2’ who is operating a class 1 or 2 vehicle;
 - (e) the holder of a class 2 driver’s licence bearing an endorsement ‘1’ who is operating a class 1 vehicle;
 - (f) a person operating a motor vehicle equipped with air brakes if that person is not the holder of a valid driver’s licence with an ‘A’ endorsement.
- (3) The following persons:
- (a) may accompany and supervise a class 7 driver:
 - (i) the holder of a valid class 1, 2, 3, 4 or 5 driver’s licence who has held a driver’s licence for at least 365 days in the preceding three years;
 - (ii) the holder of the equivalent of a class 5 or greater driver’s licence, issued to that driver from another jurisdiction in Canada or the United States of America if that person has held a class 5 driver’s licence or the equivalent driver’s licence for at least 365 days in the preceding three years;
 - (b) shall not accompany and supervise a class 7 driver:
 - (i) the holder of a class 7 driver’s licence;
 - (ii) the holder of a class 5 driver’s licence with a novice 1 or novice 2 restriction;
 - (iii) a resident of another jurisdiction who holds the equivalent of a licence mentioned in subclause (i) or (ii).

(4) The following persons may accompany and supervise the holder of a class 5 driver's licence bearing an endorsement '1', '2', '3' or '4' who is operating a class 1, 2, 3 or 4 vehicle:

(a) the holder of a driver's licence who has held a driver's licence for 365 days in the preceding three years that permits that person to operate the class of motor vehicle being operated by the holder of a class 5 driver's licence bearing an endorsement '1', '2', '3' or '4';

(b) the holder of the equivalent of a driver's licence that permits that person to operate the class of motor vehicle being operated by the class 5 driver bearing an endorsement '1', '2', '3' or '4' if that licence has been issued by another jurisdiction in Canada or the United States of America and that person has held that type of driver's licence for at least 365 days in the preceding three years.

(5) A person with a class 1, 2, 3, 4 or 5 driver's licence with an 'A' endorsement may accompany and supervise a driver without an 'A' endorsement if the driver without the 'A' endorsement is operating the class of motor vehicle that he or she is entitled to otherwise operate".

Section 21 amended

13(1) Subsections 21(1) and (2) are repealed and the following substituted:

"(1) For the purposes of sections 146, 146.1, 146.2, 148 and 149 of the Act, an **'approved screening device'** means a device of a kind that is designed to ascertain the presence of alcohol in the blood of a person and that is approved for that purpose by order of the Attorney General of Canada pursuant to the *Criminal Code*".

(2) Subsection 21(5) is repealed and the following substituted:

"(5) For the purposes of sections 146 to 146.2, 148 and 150 to 150.2 of the Act, a peace officer shall complete the form set out in Part I of the Appendix and deliver it to the driver".

Section 22 amended

14 Subclause 22(a)(iii) is repealed and the following substituted:

"(iii) section 220, 221, 236, clause 249(1)(a), subsection 249(3) or (4), section 249.1, 249.2, 249.3, 249.4, 252, clause 253(1)(a) or (b), subsection 255(2), (2.1), (2.2), (3), (3.1) or (3.2) or subsection 259(4) of the *Criminal Code* committed by means of a motor vehicle".

Section 23 amended

15 Section 23 is amended by striking out "Part III of the Appendix" wherever it appears and in each case substituting "Part II of the Appendix".

New sections 25 to 29

16 Sections 25 to 29 are repealed and the following substituted:

“Reinstatement conditions—roadside suspensions

25(1) In this section, ‘**designated notice**’ means:

- (a) a notice of suspension issued pursuant to sections 146, 146.1 or 146.2 of the Act and includes a suspension or an order of disqualification issued pursuant to a former provision as defined in section 33; or
 - (b) a notice of suspension and immobilization or impoundment issued pursuant to section 150 or 150.1 of the Act and includes a suspension or an order of disqualification issued pursuant to a former provision as defined in section 33.
- (2) If a driver has been issued a designated notice and in the five years preceding the date of the issuance of the designated notice the driver has not been issued a previous designated notice, the driver shall complete a DWI course.
- (3) If a driver has been issued a designated notice and has been subject to one previous designated notice in the five years preceding the date of the issuance of the designated notice, the driver shall complete an educational course approved by the administrator.
- (4) A driver has 90 days after the date the driver is issued a designated notice to complete the required educational courses set out in subsections (2) and (3).
- (5) The administrator shall suspend the driver’s licence of a driver who, within 90 days after being issued a designated notice, fails to complete the required educational courses set out in subsections (2) and (3).

“Reinstatement conditions—roadside suspensions

- 26(1)** If a driver has been issued a notice of suspension and immobilization or impoundment pursuant to section 148 of the Act and in the 10 years preceding the date of the issuance of the notice of suspension and immobilization or impoundment the driver has not been issued a previous notice of suspension and immobilization or impoundment pursuant to that section, the driver shall complete a DWI course.
- (2) If a driver has been issued a notice of suspension and immobilization or impoundment pursuant to section 148 of the Act and in the 10 years preceding the date of the issuance of the notice of suspension and immobilization or impoundment the driver has been issued a previous notice of suspension and immobilization or impoundment pursuant to that section, the driver shall complete an educational course approved by the administrator.
- (3) A driver is not eligible to have his or her driver’s licence reinstated until the driver completes the required educational courses set out in subsections (1) and (2).

“When certain drivers must complete DWI course

27 A driver whose driver’s licence is suspended pursuant to section 141 of the Act for a conviction pursuant to clause 253(1)(a) of the *Criminal Code* is not eligible to have his or her driver’s licence reinstated until:

- (a) if the driver has not been previously convicted of an offence pursuant to clause 253(1)(a) or (b) or subsection 254(5) of the *Criminal Code* in the 10 years preceding the suspension pursuant to that section, he or she completes a DWI course; or
- (b) if the driver has been convicted of one previous offence pursuant to clause 253(1)(a) or (b) or subsection 254(5) of the *Criminal Code* in the 10 years preceding the suspension pursuant to that section, he or she completes an educational course approved by the administrator”.

New sections 30 to 33

17 Sections 30 to 35 are repealed and the following substituted:

“Automatic suspension

30(1) Subject to subsection (3), for the purposes of subsection 141(1) of the Act, the period of disqualification is:

- (a) in the case of a first conviction, the period that ends one year after the date of that conviction;
- (b) in the case of a second conviction, the period that ends three years after the date of that conviction; and
- (c) in the case of a third or subsequent conviction, the period that ends five years after the date of that conviction.

(2) Subject to subsection (3), a resident is eligible to participate in an ignition interlock program if:

- (a) he or she is entitled to participate in an ignition interlock program pursuant to the Act; or
- (b) he or she is convicted of an offence pursuant to clause 253(1)(a) or (b) or subsection 254(5) of the *Criminal Code*.

(3) Subject to subsections (4) to (6) and subsections 148(8) and 150.4(3) of the Act, a driver is eligible to participate in an ignition interlock program:

- (a) three months after the date the driver is convicted of an offence pursuant to clause 253(1)(a) or (b) or subsection 254(5) of the *Criminal Code*, if the driver has not been convicted of an offence pursuant to clause 253(1)(a) or (b) or subsection 254(5) of the *Criminal Code* in the 10 years preceding the date of the conviction;
- (b) six months after the date the driver is convicted of an offence pursuant to clause 253(1)(a) or (b) or subsection 254(5) of the *Criminal Code*, if the driver has been convicted of one offence pursuant to clause 253(1)(a) or (b) or subsection 254(5) of the *Criminal Code* in the 10 years preceding the date of the conviction; and

- (c) 12 months after the date the driver is convicted of an offence pursuant to clause 253(1)(a) or (b) or subsection 254(5) of the *Criminal Code*, if the driver has been convicted of two or more offences pursuant to clause 253(1)(a) or (b) or subsection 254(5) of the *Criminal Code* in the 10 years preceding the date of the conviction.
- (4) If a driver is convicted of an offence pursuant to clause 253(1)(a) or (b) or subsection 254(5) of the *Criminal Code* and at the time of committing the offence causes an accident resulting in bodily injury or death, the driver is not eligible to participate in an ignition interlock program until the expiry of the court ordered prohibition.
- (5) A driver is not eligible to participate in an ignition interlock program until:
 - (a) in the case of a driver who has been convicted of a first or second offence pursuant to clause 253(1)(a) or (b) or subsection 254(5) of the *Criminal Code*, the driver has completed any education program required by the administrator; and
 - (b) in the case of a driver who has been convicted of a third or subsequent offence pursuant to clause 253(1)(a) or (b) or subsection 254(5) of the *Criminal Code*, the driver has been assessed by an addictions counsellor, and:
 - (i) has completed an education or recovery program recommended by the addictions counsellor, and, if the recovery program was recommended, has been assessed by an addictions counsellor to be at low risk for continued impaired driving; or
 - (ii) if no education or recovery program is recommended by the addictions counsellor, has successfully completed any program that the administrator may direct.
- (6) If, before being convicted of an offence pursuant to clause 253(1)(a) or (b) or subsection 254(5) of the *Criminal Code*, the driver is subject to a court ordered prohibition for another offence, the driver is not eligible to participate in an ignition interlock program until the earlier of the following:
 - (a) the completion of the period of that court ordered prohibition;
 - (b) the date the court orders the driver to participate in the ignition interlock program.

“Documents to be sent to administrator

31 For the purposes of sections 146, 146.1, 146.2, 148, 150 and 150.1 of the Act, a peace officer shall forward the following documents to the administrator if those documents are available to the peace officer:

- (a) a copy of the form set out in Part I of the Appendix that was delivered to the driver;
- (b) a copy of any witness statements;
- (c) a copy of any statements provided by the driver;
- (d) the results of any breath sample obtained from an approved screening device;

- (e) a copy of the Breathalyser or Intoxilyzer check sheet;
- (f) a copy of the prosecutor's information sheet;
- (g) a copy of any notes of any peace officer who was involved in imposing a driver's licence suspension pursuant to section 146, 146.1, 146.2, 148, 150 or 150.1 of the Act;
- (h) any other information equivalent to that mentioned in clauses (a) to (g) that is in the possession of the peace officer or the peace officer's police service, that concerns the imposition of a driver's licence suspension pursuant to section 146, 146.1, 146.2, 148, 150 or 150.1 of the Act.

“Review of suspension

32 A driver or new driver whose driver's licence has been suspended pursuant to section 146, 146.1, 146.2, 150 or 150.1 of the Act may appeal the suspension to the board by:

- (a) applying in writing to the board on a form acceptable to the board; and
- (b) paying the fee set out in the fees regulations.

“Report re suspension

33(1) In this section, **‘former provision’** has the same meaning as that term is defined in clause 146(1)(c) of the Act.

(2) If an appeal is made to the board pursuant to section 32, the report prepared by the administrator concerning the driver's licence suspension must, as the circumstances require, contain the following information:

- (a) a copy of the driver's abstract indicating if the driver has within the last five years been the subject of a suspension pursuant to sections 146, 146.1, 146.2, 150, 150.1 of the Act or a former provision;
- (b) a copy of the driver's abstract indicating if the driver has within the last 10 years been convicted of an offence pursuant to clause 253(1)(a) or (b) or subsection 254(5) of the *Criminal Code*”.

Section 36 amended

18 Section 36 is amended:

(a) by repealing clause (b) and substituting the following:

“(b) an offence pursuant to section 220, 221, 236, clause 249(1)(a), subsection 249(3) or (4), section 249.1, 249.2, 249.3, 249.4, 252, clause 253(1)(a) or (b), subsection 255(2), (2.1), (2.2), (3), (3.1) or (3.2) or subsection 259(4) of the *Criminal Code* committed by means of a motor vehicle”; **and**

(b) by repealing clause (f) and substituting the following:

“(f) an offence pursuant to any law of any state of the United States of America that is substantially similar to section 220, 221, 236, clause 249(1)(a), subsection 249(3) or (4), section 249.1, 249.2, 249.3, 249.4, 252, clause 253(1)(a) or (b), subsection 255(2), (2.1), (2.2), (3), (3.1) or (3.2) or subsection 259(4) of the *Criminal Code* committed by means of a motor vehicle”.

New section 37**19 Sections 37 and 38 are repealed and the following substituted:****“Application and waiver—education or treatment**

37(1) Subject to subsection 30(3) and section 42, if a driver is convicted of an offence listed in section 36 and his or her driver’s licence is revoked, the driver is eligible to apply for a driver’s licence only if:

- (a) the driver has served the full period of suspension, prohibition or disqualification pursuant to section 141 of the Act;
 - (b) in the case of a driver who has been convicted of a first or second offence listed in section 36, the driver has completed any education program required by the administrator; and
 - (c) in the case of a driver who has been convicted of a third or subsequent offence listed in section 36, the driver has been assessed by an addictions counsellor and:
 - (i) has completed an education or recovery program recommended by the addictions counsellor; or
 - (ii) if no education or recovery program is recommended by the addictions counsellor, has successfully completed a program that the administrator may direct.
- (2) The administrator may waive any requirements set out in subsection (1) in the case of a disqualification arising out of a conviction for an offence:
- (a) pursuant to subsection 140(1) of the Act; or
 - (b) pursuant to the regulations made pursuant to the *Indian Act* (Canada) for having contravened subsection 140(1) of the Act”.

New sections 39 and 40**20 Sections 39 and 40 are repealed and the following substituted:****“Application—ignition interlock program licence**

39(1) A person who is eligible to participate in an ignition interlock program may apply to the administrator for a driver’s licence if that person:

- (a) agrees to participate in the ignition interlock program; and
 - (b) pays the fees set out in the fees regulations.
- (2) A person is not eligible to participate in an ignition interlock program unless he or she has completed any education or recovery program required by the Act or these regulations.
- (3) On receipt of an application pursuant to this section, if the administrator is satisfied that the applicant is eligible to participate in an ignition interlock program and has complied with this section, the administrator may issue the applicant a driver’s licence.

(4) A driver's licence issued pursuant to this section is a restricted driver's licence and every holder of a licence issued pursuant to this section shall comply with any restrictions the administrator considers necessary and in the public interest.

(5) Every holder of a licence issued pursuant to this section is responsible to pay all costs associated with the installation, monitoring, servicing and removal of the ignition interlock device in each motor vehicle the holder operates.

“Ignition interlock program

40(1) The administrator may revoke a restricted driver's licence issued pursuant to section 39 and prohibit the driver from participating in the ignition interlock program if:

- (a) the driver does not comply with the restrictions mentioned in section 39;
- (b) the driver's licence is suspended pursuant to section 146, 146.1, 146.2, 148, 150 or 150.1 of the Act; or
- (c) the driver is convicted of an offence listed in section 36.

(2) If the holder of a restricted driver's licence does not successfully complete the ignition interlock program or is prohibited from completing the ignition interlock program pursuant to subsection (1):

- (a) the order of prohibition pursuant to the *Criminal Code* respecting the holder is reinstated and has full force and effect as at a date specified by the administrator in a written notice to the holder; and
- (b) the suspension of the driver's licence pursuant to section 141 of the Act respecting the holder is reinstated and has full force and effect as at a date specified by the administrator in a written notice to the holder”.

Section 40.1 amended

21 Subsections 40.1(2) to (7) are repealed and the following substituted:

“(2) Subject to subsections (3) to (8), the ignition interlock period for a driver is the greater of:

- (a) the period prescribed in the Act; and
- (b) the period of prohibition ordered by the convicting court pursuant to section 259 of the *Criminal Code*.

“(3) For the purposes of calculating the ignition interlock period, the following rules apply:

- (a) the first day the ignition interlock device is installed in a driver's vehicle is deemed to be the first day of the ignition interlock period;
- (b) the calculation of the ignition interlock period stops and will not continue until an ignition interlock device is once again installed in the driver's vehicle if, at any time during the ignition interlock period, any of the following occurs:
 - (i) the driver is disqualified from driving on a highway or the driver's licence is suspended pursuant to the Act or the regulations;
 - (ii) the driver elects to remove the ignition interlock device voluntarily;
 - (iii) the ignition interlock device is temporarily removed as a result of a contravention being registered against the driver.

“(4) If a contravention mentioned in subclause (1)(a)(iii) is registered against a driver by the administrator, the ignition interlock period is extended by:

- (a) three months in the case of a first contravention pursuant to subclause (1)(a)(iii) registered against the driver;
- (b) six months in the case of a second contravention pursuant to subclause (1)(a)(iii) registered against the driver; or
- (c) six months in the case of a third or additional contravention pursuant to subclause (1)(a)(iii) registered against the driver.

“(5) If the driver has not completed three contravention-free months when the ignition interlock period for that driver ends, the ignition interlock period is extended for a further:

- (a) three months; or
- (b) six months in the case of a contravention mentioned in subclause (1)(a)(iii).

“(6) If the ignition interlock period for a driver is extended pursuant to subsection (4) or (5) and the driver commits a further contravention within the extension period, the ignition interlock period:

- (a) is extended:
 - (i) for an additional three months from the date of the last contravention; or
 - (ii) for an additional six months from the date of the last contravention in the case of a contravention mentioned in subclause (1)(a)(iii); and
- (b) is to be extended, each time there is a contravention or series of contraventions registered against the driver in the last extension period, for an additional:
 - (i) three months; or
 - (ii) six months in the case of a contravention mentioned in subclause (1)(a)(iii).

“(7) If a driver is subject to subsection (4) or (5), that driver may apply in writing to the administrator on a form approved by the administrator to waive the extension of the ignition interlock period.

“(8) Notwithstanding subsection (3), if a driver is participating in an ignition interlock program and the driver’s restricted driver’s licence is suspended pursuant to sections 146, 146.1, 146.2, 148, 150, 150.1 or 150.4 of the Act:

- (a) the driver’s entitlement to participate in the ignition interlock program terminates until the driver is once again eligible to participate in an ignition interlock program in the manner set out pursuant to section 146, 146.1, 146.2, 148, 150, 150.1 or 150.4 of the Act; and
- (b) the ignition interlock period for the driver is the greater of:
 - (i) the period set out in the Act; and
 - (ii) the period of prohibition ordered by the convicting court if that licence suspension results in a conviction under the *Criminal Code*”.

Section 40.2 amended**22 Subsection 40.2(1) is repealed and the following substituted:**

“(1) A person may appeal the following decisions of the administrator to the board pursuant to section 29 of the Act:

- (a) a decision to prohibit the person from participating in the ignition interlock program pursuant to subsection 39(1);
- (b) a decision to extend the ignition interlock period for that person in accordance with section 40.1”.

Section 42 amended**23(1) Subsections 42(1) to (3) are repealed and the following substituted:**

“(1) Notwithstanding section 37, but subject to subsections (2) to (7), a person who has been convicted of an offence listed in section 36 may apply to the board for an order pursuant to section 156 of the Act authorizing the administrator to issue a driver’s licence.

“(2) If a driver is convicted of an offence pursuant to clause 253(1)(a) or (b) or subsection 254(5) of the *Criminal Code*, an application pursuant to this section may be made only after the driver has participated in the ignition interlock program for the period set out in subsection 148(7) or 150.4(2) of the Act.

“(3) Before making an application pursuant to this section, the applicant shall:

- (a) in the case of a driver who has been convicted of a first or second offence listed in section 36, complete any education program required by the administrator; and
- (b) in the case of a driver who has been convicted of a third or subsequent offence listed in section 36, be assessed by an addictions counsellor and:
 - (i) complete an education or recovery program recommended by the addictions counsellor; or
 - (ii) if no education or recovery program is recommended by the addictions counsellor, successfully complete a program that the administrator may direct”.

(2) Subsections 42(7) and (8) are repealed and the following substituted:

“(7) Every holder of a licence issued pursuant to this section is deemed to be a new driver for the purposes of sections 149, 150 and 150.1”.

New section 42.1**24 The following section is added after section 42:****“Transition—ignition interlock**

42.1 Notwithstanding any other provision of these regulations, a person who was participating in an ignition interlock program before the coming into force of *The Driver Licensing and Suspension Amendment Regulations, 2014 (No. 2)* shall meet the requirements set out in sections 39, 40, 40.1 and 40.2 as those sections existed before the coming into force of those regulations”.

New Appendix

25 The Appendix is repealed and the following substituted:

“Appendix “PART I

		Notice of Suspension/Notice of Suspension and Immobilization or Impoundment		Police File No. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Occurrence Information				
Occurrence Date <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px;"> Y Y Y Y M M D D </div> <div style="margin: 0 5px;">at or about</div> <div style="margin: 0 5px;">Time (24 hr clock)</div> <div style="margin: 0 5px;">HRS at or near</div> <div style="margin: 0 5px;">Location</div> <div style="margin: 0 5px;">, in the Province of Saskatchewan.</div> </div>				
Driver Information				
Surname		First	Middle	Contact Phone Number
Address		Street	City/Town/Village	Province
				Postal Code
Licence Information				
Driver Licence Number		SK or Other	Class	End/Rest
Year		Make	Model	VIN
				Plate No.
1. Indefinite Administrative Licence Suspension (Indefinite Suspension until charges are disposed of in Court) s.148 TSA				
<input type="checkbox"/> Exceeds contrary to s.253(1)(b) or 255 of the Criminal Code of Canada		<input type="checkbox"/> Refused contrary to s.254(5) or 255 of the Criminal Code of Canada		Licence Seized: <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Has reasonable grounds to believe that you have consumed alcohol in such a quantity that the concentration of alcohol in your blood exceeds 80 milligrams of alcohol in 100 millilitres of blood.</i>		<i>Has reasonable grounds to believe that you failed or refused, without reasonable excuse, to comply with a demand made of you under s.254 of the Criminal Code of Canada to perform a roadside sobriety test, a drug evaluation or provide a sample of breath, blood, urine or oral fluid.</i>		Blood Alcohol Level <input type="checkbox"/> 80 to 150 mgs% <input type="checkbox"/> 160 mgs% or greater
This event involved: <input type="checkbox"/> Alcohol <input type="checkbox"/> or Drugs <input type="checkbox"/> or Alcohol/Drug combination				
2. Roadside Administrative Licence Suspension (GDL/Learner, Novice 1 & 2, Under 19 years, MGD 6, M1, M2, No Licence, Restricted or Provisional Drivers)				
<input type="checkbox"/> Zero Blood Alcohol contrary to subsection 150(2) of The Traffic Safety Act Pursuant to section 150 of The Traffic Safety Act, in relation to you driving a motor vehicle as defined in The Traffic Safety Act, the under named peace officer has reason to believe, by reason of an analysis of your breath or blood, that you have consumed alcohol and as a result, your driving privileges are immediately revoked and you are hereby, on behalf of the Administrator, immediately suspended from operating a motor vehicle on a highway:				
<input type="checkbox"/> 1st suspension – 60 day suspension and 3-day vehicle impoundment.		Licence Seized: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> 2nd suspension – 120 day suspension and 7-day vehicle impoundment.		Licence Seized: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> 3rd and subsequent suspension – 18 month suspension and 7-day vehicle impoundment.		Licence Seized: <input type="checkbox"/> Yes <input type="checkbox"/> No		
ASD: <div style="border: 1px solid black; width: 40px; height: 20px;"></div> Reading 1 <div style="border: 1px solid black; width: 40px; height: 20px;"></div> Reading 2				
3. Roadside Administrative Licence Suspension SFST or DRE (GDL/Learner, Novice 1 & 2, Under 19 years, MGD 6, M1, M2, No Licence, Restricted or Provisional Drivers)				
Pursuant to subsection 150.1(1) of The Traffic Safety Act, in relation to you driving a motor vehicle as defined in The Traffic Safety Act, the under named peace officer has reason to believe:				
<input type="checkbox"/> (i) you have either consumed alcohol, drugs and/or a combination of alcohol and drugs and pursuant to a SFST or DRE evaluation performed by a Certified Evaluator have failed said evaluation, and as a result, you are hereby, on behalf of the Administrator, immediately suspended from operating a motor vehicle on a highway; or				
<input type="checkbox"/> (ii) you have either consumed alcohol, drugs or a combination of alcohol and drugs and have failed to supply or refused to comply with a demand to supply a sample of your breath or blood or to complete an SFST and/or DRE evaluation by a certified Evaluator, to determine if your ability to operate a motor vehicle is impaired and as a result, you are hereby, on behalf of the Administrator, immediately suspended from operating a motor vehicle on a highway:				
<input type="checkbox"/> 1st suspension – 60 day suspension and 3-day vehicle impoundment.		Licence Seized: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> 2nd suspension – 120 day suspension and 7-day vehicle impoundment.		Licence Seized: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> 3rd and subsequent suspension – 18 month suspension and 7-day vehicle impoundment.		Licence Seized: <input type="checkbox"/> Yes <input type="checkbox"/> No		
4. Roadside Administrative Licence Suspension (Experienced Drivers)				
<input type="checkbox"/> Exceeding 40 milligrams of alcohol in 100 milliliters of blood contrary to section 146 of The Traffic Safety Act Pursuant to section 146 of The Traffic Safety Act, in relation to you driving a motor vehicle as defined in The Traffic Safety Act, the under named peace officer has reason to believe, by reason of an analysis of your breath, that you have consumed alcohol and as a result, your driving privileges are immediately revoked and you are hereby, on behalf of the Administrator, immediately suspended from operating a motor vehicle on a highway:				
<input type="checkbox"/> 1st suspension – 3 day suspension		Licence Seized: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> 2nd suspension – 21 day suspension and 7-day vehicle impoundment.		Licence Seized: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> 3rd and subsequent suspension – 90-day suspension and 14-day vehicle impoundment.		Licence Seized: <input type="checkbox"/> Yes <input type="checkbox"/> No		
ASD: <div style="border: 1px solid black; width: 40px; height: 20px;"></div> Reading 1 <div style="border: 1px solid black; width: 40px; height: 20px;"></div> Reading 2				
5. Roadside Administrative Licence Suspension SFST or DRE - Experienced Drivers				
Pursuant to sections 146 and 146.1 of The Traffic Safety Act, in relation to you driving a motor vehicle as defined in The Traffic Safety Act, the under named peace officer has reason to believe:				
<input type="checkbox"/> (i) you have either consumed alcohol, drugs and/or a combination of alcohol and drugs and pursuant to a SFST or DRE evaluation performed by a Certified Evaluator have failed said evaluation, and as a result, you are hereby, on behalf of the Administrator, immediately suspended from operating a motor vehicle on a highway; or				
<input type="checkbox"/> (ii) you have either consumed alcohol, drugs or a combination of alcohol and drugs and have failed to supply or refused to comply with a demand to supply a sample of your breath or blood or to complete an SFST and/or DRE evaluation by a certified Evaluator, to determine if your ability to operate a motor vehicle is impaired and as a result, you are hereby, on behalf of the Administrator, immediately suspended from operating a motor vehicle on a highway:				
<input type="checkbox"/> 1st suspension – 3 day suspension		Licence Seized: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> 2nd suspension – 21 day suspension and 7-day vehicle impoundment.		Licence Seized: <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> 3rd and subsequent suspension – 90-day suspension and 14-day vehicle impoundment.		Licence Seized: <input type="checkbox"/> Yes <input type="checkbox"/> No		
Observations: <div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div>				
I acknowledge this Notice of Suspension Signature of Driver <input checked="" type="checkbox"/> <div style="border: 1px solid black; width: 150px; height: 20px; display: inline-block;"></div> <div style="margin-left: 20px;"> <input type="checkbox"/> Refused to sign <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> </div>				
Name of Peace Officer (print)		Police Service	Badge/Regimental No.	Faxed or Entered
				<input type="checkbox"/>
For Administrative Use Only/ For Entry				
Date		Time – 24 hr clock		
<div style="border: 1px solid black; width: 100px; height: 20px;"></div>		<div style="border: 1px solid black; width: 100px; height: 20px;"></div>		
at		CPIC Operator No.		

Fax Form Immediately to 306-569-9631 DO NOT forward the original

Administrator – White Driver – Yellow Police – Pink

SUSPENSIONS

All roadside suspensions in the previous five years are used for determining administrative suspensions. The following suspensions apply:

New Drivers cannot consume any drugs or alcohol - a new driver is: under 19 years of age, Learner, Novice 1 and 2, Endorsement 6 – motorcycle learner's licence, M1 or M2 (while operating a motorcycle), no licence, out of country drivers and restricted or provisional drivers. Zero blood alcohol and drugs tolerance. Fail to comply with a demand for alcohol or drugs and fail a standardized field sobriety test.

1st Occurrence	60-day immediate roadside suspension	3 day vehicle impoundment	Driving Without Impairment Program
2nd occurrence*	120-day immediate roadside suspension	7 day vehicle impoundment	Education Program
3rd and subsequent*	18-month immediate roadside suspension	7 day vehicle impoundment	Addiction screening

* Voluntary ignition interlock available for early reinstatement.

Experienced Drivers - Cannot consume drugs or alcohol in a quantity that exceeds 40 milligrams of alcohol in a 100 milliliters of blood. Fail to comply with a demand for alcohol or drugs and fail a standardized field sobriety test.

1st Occurrence	3-day immediate roadside suspension	No vehicle impoundment	Driving Without Impairment Program
2nd occurrence	21-day immediate roadside suspension	7-day vehicle impoundment	Education Program
3rd and subsequent*	90-day immediate roadside suspension	14-day vehicle impoundment	Addiction screening

* Mandatory ignition interlock device for 1 year following the 90 day roadside suspension.

4 demerit points are assessed under the Safe Driver Recognition Program for all low BAC suspensions

Driver/All Classes - Cannot consume alcohol in a quantity that exceeds 80 milligrams of alcohol in 100 milliliters of blood or fail to comply with a demand for a breath test.

Any occurrence where a charge is laid	Immediate roadside suspension until the charges have been dealt with in court.	Immediate vehicle impoundment for: 30-days for .08 to .15 BAC; 60 days for .16 or greater BAC and Refusals
Safe Driver Recognition Programs	Upon conviction	\$1250 for .08 to .15 BAC \$2250 for .16 or greater BAC and Refusals

For more information, visit our website at www.sgi.sk.ca or call the SGI Customer Service Centre at 1-800-667-9868.

APPEALS

The cost for appealing a suspension is \$100. Receipts are available at any motor licence issuer. Written requests can be mailed or faxed to the Highway Traffic Board:

Roadside administrative suspensions can be appealed to:

Highway Traffic Board
Attention: Board Secretary
1621A McDonald Street
Regina, SK S4N5R2
Fax: (306) 775-6618
Email: contactus@highwaytrafficboard.sk.ca

THE HIGHWAY TRAFFIC BOARD CANNOT CONSIDER HARDSHIP FOR THE NEED TO HAVE A DRIVER'S LICENCE FOR WORK. A RESTRICTED DRIVER'S LICENCE CANNOT BE CONSIDERED FOR THESE APPEALS.

New Drivers - Under 19 years of age, Learner, Novice 1 and 2, Endorsement 6 – motorcycle learner's licence, M1 or M2 (while operating a motorcycle), no licence, out of country drivers, restricted or provisional drivers.	Evidence must be provided to satisfy the Highway Traffic Board that the driver did not consume any amount of alcohol or drugs before driving or did not fail or refuse to comply with a demand.
Experienced Drivers - 19 years of age or older and not in the GDL program, Class 5 licence or higher, experienced M endorsement, out of province driver's licence with a class equivalent to class 5 in Saskatchewan.	Evidence must be provided to satisfy the Highway Traffic Board that the driver did not drive the vehicle having consumed drugs or alcohol in such a quantity that the amount of alcohol in the driver's blood exceeded 40 milligrams of alcohol in a 100 millilitres of blood or did not fail or refuse to comply with a demand.
All classes of drivers charged with Exceeding .08 or Refusing a breath test.	Evidence must be provided to satisfy the Highway Traffic Board that the driver did not drive the vehicle having consumed drugs or alcohol in such a quantity that the amount of alcohol in the driver's blood exceeded 80 milligrams of alcohol in a 100 millilitres of blood or did not fail or refuse to comply with a demand.

“PART II

Motor Vehicle Accidents

The rating to be assigned to a new driver in the case of a motor vehicle accident is:

- (a) if the new driver is determined to be at least 50% at fault for the accident, 6 points; or
- (b) if the new driver and another driver involved in the motor vehicle accident are each determined to be 50% at fault for the accident, 3 points.

Convictions pursuant to *The Vehicle Equipment Regulations, 1987*

A conviction registered against a driver for any of the following offences pursuant to *The Vehicle Equipment Regulations, 1987* or any offence pursuant to the law of any province or state or a bylaw of a municipal corporation or duly constituted authority in Canada or the United States of America that is substantially similar to the following offences:

Offence	Provision	Points
1. Driving a motorcycle as a new driver and failing to wear a proper helmet, gloves and ankle covering boots	6.1(1.1)	3

Convictions pursuant to *The Licence Plate Display Regulations*

A conviction registered against a driver for any of the following offences pursuant to *The Licence Plate Display Regulations* or any offence pursuant to the law of any province or state or a bylaw of a municipal corporation or duly constituted authority in Canada or the United States of America that is substantially similar to the following offences:

Offence	Provision	Points
1. Failing to display new driver placard on motorcycle	3.1	3

Convictions pursuant to *The Traffic Safety Act*

A conviction registered against a driver for any of the following offences pursuant to *The Traffic Safety Act* or any offence pursuant to the law of any province or state or a bylaw of a municipal corporation or duly constituted authority in Canada or the United States of America that is substantially similar to the following offences:

Offence	Provision	Points
1 Driving a motor vehicle on a highway without an appropriate driver's licence	32(1)	1
2 Driving a motor vehicle as a learner unaccompanied	32.1(2)	3
3 Holding more than one driver's licence	35(1)	1
4 Defacing or altering a driver's licence	35(2)(a)	1
5 Defacing or altering a photo identification card	35(2)(b)	1
6 Allowing another person to use licence	35(5)	1
7 Driving a motor vehicle in violation of a licence endorsement	38	3
8 Failing to produce a licence	39(1)	1
9 Producing another person's licence	39(2)	1

10	Driving an unregistered vehicle	57(1)	1
11	Unauthorized use of certificate of registration	59(1)	1
12	Deface or alter registration	59(2)	1
13	Failing to produce a certificate of registration	61	1
14	Using registration permit in prohibited manner	74(1)	1
15	Defacing or altering a registration permit	74(2)	1
16	Failing to properly display registration permit	74(3)	1
17	Driving while on a 24-hour suspension	140(3)	4
18	Driving while the administrator has refused to issue, suspended or cancelled a licence under the Act	140(5)	4
19	Failing to display a licence plate	192(1)	1
20	Displaying an unauthorized licence plate	192(3)	1
21	Defacing or altering a licence plate	192(4)	1
22	Obscuring a licence plate	192(6)	1
23	Driving in excess of 80 kilometres per hour	199(1)(a)	1
24	Driving in excess of the maximum speed indicated by signs on highway or at entrance to park	199(1)(b)	1
25	Exceeding the posted speed by 50 kilometres or more	199(2)	4
26	Exceeding the posted speed by 35 kilometres or more	199(2.1)	4
27	Exceeding the posted speed by a speed of at least twice the posted speed limit	199(2.2)	4
28	Exceeding a speed that is reasonable and safe	199(3)	4
29	Driving at a speed that impedes traffic	199(4)	3
30	Exceeding the speed limit in a school zone	200(2)	3
31	Exceeding the speed in a speed zone marked by signs	201	1
32	Speeding in parks	202(2)	1
33	Exceeding 60 kilometres per hour when passing a highway worker or flag person	203(1)(a)	3
34	Exceeding 60 kilometres per hour when passing any highway equipment occupied by a highway worker and whose presence on the highway is marked in the prescribed manner	203(1)(b)	3
35	Exceeding 60 kilometres per hour when passing any highway equipment on a highway that has its warning lights in operation, whether or not it is in motion	203(1)(c)	3
36	Failing to obey a flag person or peace officer	203(3)	3

37	Exceeding 60 kilometres per hour when passing a stopped emergency vehicle that has its emergency lights in operation	204(1)	3
38	Exceeding 60 kilometres per hour when passing a stopped tow truck that has its amber lights in operation	205(1)	3
39	Failing to obey traffic control device	208(2)	4
40	Failing to obey directions of a peace officer	208(3)	3
41	Stopping improperly on a highway	209(2)	1
42	Failing to sufficiently mark a stationary vehicle	209(3)(a) or (b)	1
43	Tampering with flares or hazard lights	209(5)	1
44	Failing to obey a stop sign	209(6)(a)	4
45	Failing to obey a stop signal at a railway crossing	209(6)(b)	4
46	Failing to stop for a crossing guard	209(6)(c)	4
47	Bus transporting passengers failing to stop at a level railway crossing	209(7)(a)	4
48	Vehicle transporting goods and required to be placarded failing to stop at a level railway crossing	209(7)(b)	4
49	After stopping at a level railway crossing, proceeding while it is unsafe	209(8)	4
50	Failing to comply with the request of a peace officer	209.1(3)	3
51	Passing a school bus that has its safety lights in operation	212(2)	4
52	Failing to stop five metres from the rear of a school bus that has its safety lights and stop arm in operation	212(3)	4
53	Failing to stop five metres from the front of a school bus that has its safety lights and stop arm in operation	212(4)	4
54	Driving without due care and attention	213(1)	4
55	Driving without reasonable consideration of others	213(2)	4
56	Driving in a contest of speed or racing with another vehicle on the highway	214(1)	4
57	Driver performing an activity on a highway that is likely to distract, startle or interfere with other users of the highway	214(2)	4
58	Failing to keep right of the centre of the highway	217(1)(a)	1
59	Passing to the right of a vehicle	217(1)(b)	4
60	Passing at an intersection (same direction) when it is unsafe	217(3)	1
61	Moving, when it is unsafe, in front of a person or vehicle after passing	217(4)	3

62	Increasing speed when being overtaken	217(5)	3
63	Passing without a clear view of the highway	217(6)	1
64	Making a right turn from the wrong lane	218(1)	1
65	Making a left turn from the wrong lane	218(2)	1
66	Failing to yield the right of way to a vehicle on the right	219(1)	3
67	Failing to yield the right of way when making a left turn	219(3)	3
68	Failing to yield the right of way when entering on a provincial highway	219(4)	3
69	Failing to yield the right of way at a 'yield' sign	219(5)	3
70	Failing to yield the right of way on entering a highway from other than a highway	219(6)	3
71	After yielding the right of way, proceeding while it is unsafe	219(8)	3
72	Driving to the left of the centre of the highway	220(1)	1
73	Proceeding the wrong way on a one-way highway	221	3
74	Backing a vehicle on or onto a highway when it is unsafe	222	1
75	Failing to yield the right of way to pedestrians at a highway intersection or marked pedestrian crossing in the required manner	223(1)	3
76	Failing to stop the vehicle for a pedestrian at a marked pedestrian crossing in the required manner	223(1.1)	3
77	Passing a vehicle stopped for pedestrians	223(2)	3
78	Following too closely	225(1)	3
79	Failing to leave sufficient space when following	225(2)	3
80	Entering or leaving a controlled access highway except where the right to do so is indicated by a sign	226	4
81	Crossing a highway unlawfully	227	1
82	Changing lanes when it is unsafe	228(1)(a)	1
83	Crossing solid lines unlawfully to change lanes	228(1)(b)	1
84	Driving to the left of solid centre line	228(1)(c)	1
85	Driving motorcycle more than two abreast	228(1)(e)	1
86	Driving motorcycle beside a vehicle other than a motorcycle	228(1)(f)	1
87	Driving on the left-hand side of median	229(1)	4
88	Crossing a median unlawfully	229(2)	4
89	Driving without lights as prescribed in the regulations	230(1)	1
90	Failing to dim headlights when approaching	230(2)(a)	1
91	Failing to dim headlights when following	230(2)(b)	1

92	Failing to dim headlights when passing	230(2)(c)	1
93	Failing to dim headlights when being overtaken	230(2)(d)	1
94	Failing to dim headlights when stationary	230(4)	1
95	Failing to extinguish spot light	231	1
96	Failing to extinguish loading lamp	232	1
97	Using an amber beacon or flashing light when prohibited	233	1
98	Failing to use a signalling device to warn of the intention to turn, to stop or to abruptly reduce speed	234(1)	3
99	Driving contrary to a sign at an intersection with a green light	235(2)(a)	3
100	Failing to stop at a crosswalk against an amber light	235(3)(a)	3
101	Failing to yield the right of way to a pedestrian at a marked crosswalk displaying only an amber light	235(4)	3
102	Failing to stop at a red light at an intersection	235(5)(a)	4
103	Making a right turn at a red light when prohibited by a sign	235(5)(b)	3
104	Failing to stop at an intersection of two one-way streets	235(6)(a)	4
105	Making a left turn at a red light when prohibited by a sign	235(6)(b)	3
106	Failing to stop at a red light at a place other than an intersection	235(7)	1
107	Proceeding at an intersection in a direction not indicated by a green arrow	235(8)	3
108	Failing to yield at an intersection displaying a red light with a green arrow	235(9)	3
109	Failing to yield at a place other than an intersection displaying a red light with a green arrow	235(10)	3
110	Proceeding contrary to a green arrow	235(11)	3
111	Failing to obey a red flashing light, stopping at the wrong place or failing to stop or proceeding while it is unsafe to do so	235(13)	4
112	Failing to proceed cautiously at a flashing amber light	235(14)	3
113	Making a U-turn at an intersection with a traffic light	235(15)	1
114	Failing to yield the right of way to pedestrians at a 'walk' signal	237(2)(b)	3
115	Failing to yield to an emergency vehicle	238(9)	4
116	Permitting a person to hold on to a moving motor vehicle or attach a device	240(2)	1

117	Driving while using a handheld electronic communication device	241.1(2)	4
118	Driving a commercial vehicle on a highway that is equipped with, contains or is carrying a radar warning device	242(2)(a)	3
119	Permitting a commercial vehicle to become or remain equipped with a radar warning device	242(2)(b)	3
120	Permitting a person to ride on the exterior part of a motor vehicle	244(1)	3
121	Permitting an over-crowded driving compartment	245(3)	3
122	Driving without clear view of highway to both the front and to both sides of the vehicle	246(1)	1
123	Failing to have a clear view to the rear	246(2)	1
124	Driving with an obstructed windshield or window	246(3)	1
125	Driver failing to wear a safety helmet on a motorcycle	247(1)	3
126	Driver failing to wear prescribed eye protection on a motorcycle without a windshield	247(3)	3
127	Driving a motorcycle side saddle	247(5)	1
128	Allowing a passenger under 16 years of age to ride without a helmet or eye protection	247(8)(a)	3
129	Allowing more than one passenger on a motorcycle	247(8)(b)	1
130	Allowing a passenger to ride in front of the motorcycle driver	247(8)(c)	1
131	Allowing a passenger under 16 years of age to ride side saddle	247(8)(d)	1
132	Allowing a passenger on a motorcycle not equipped for passengers	247(8)(e)	1
133	Allowing more than one person in a side car	247(8)(f)	1
134	Driver failing to wear a seat-belt assembly	248(1)	3
135	Driving a vehicle with an unrestrained passenger under 16 years of age	248(4) or (5)	3
136	Failure to report an accident	253(2) or (3)	4
137	Providing a false statement	272	4”.

Coming into force

26(1) Subject to subsection (2), these regulations come into force on the day on which section 1 of *The Traffic Safety Amendment Act, 2014* comes into force.

(2) If section 1 of *The Traffic Safety Amendment Act, 2014* comes into force before the day on which these regulations are filed with the Registrar of Regulations, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 57/2014*The Traffic Safety Act*

Section 287

Order in Council 382/2014, dated June 26, 2014

(Filed June 26, 2014)

Title

1 These regulations may be cited as *The Traffic Safety Act Fees Amendment Regulations, 2014*.

R.R.S. c.T-18.1 Reg 3 amended

2 *The Traffic Safety Act Fees Regulations* are amended in the manner set forth in these regulations.

New section 28.1

3 The following section is added after section 28:

“Alcohol and Drug Education Program fee

28.1(1) The fee for the Alcohol and Drug Education Program is \$450.

(2) The administrator may refund a fee paid pursuant to this section if:

(a) the issue of a driver’s licence depends on the applicant’s taking the Alcohol and Drug Education Program course, and the course is not available;
or

(b) the applicant ceases to be eligible to apply for a driver’s licence”.

New section 29.1

4 The following section is added after section 29:

“Ignition interlock appeal fee

29.1 The ignition interlock appeal fee is \$100”.

New section 30

5 Section 30 is repealed and the following substituted:

“Fees for administrative review–suspensions

30(1) The fee payable for a review pursuant to section 32 of *The Driver Licensing and Suspension Regulations, 2006* is \$100.

(2) The fee for a review by the board pursuant to subsection 23(5) of the Act is \$100”.

Coming into force

6(1) Subject to subsection (2), these regulations come into force on the day on which section 1 of *The Traffic Safety Amendment Act, 2014* comes into force.

(2) If section 1 of *The Traffic Safety Amendment Act, 2014* comes into force before the day on which these regulations are filed with the Registrar of Regulations, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 58/2014*The Traffic Safety Act*

Section 287

Order in Council 383/2014, dated June 26, 2014

(Filed June 26, 2014)

Title

1 These regulations may be cited as *The Traffic Safety (Speed Monitoring) Amendment Regulations, 2014*.

R.R.S. c.T-18.1 Reg 10 amended

2 *The Traffic Safety (Speed Monitoring) Regulations* are amended in the manner set forth in these regulations.

Section 2 amended

3 **The following clause is added after clause 2(a):**

“(a.1) ‘**ministry issued warning lights**’ means amber flashing lights on highway equipment provided for the use of that equipment by the Government of Saskatchewan, a municipality, a city or a regional park as defined in *The Regional Parks Act, 1979*”.

New sections 3.1 to 3.3

4 **The following sections are added after section 3:**

“Prescribed provisions

3.1 Section 203 of the Act is a prescribed provision for the purposes of subsections 259.1(4) and 259.2(2) of the Act.

“Prescribed police service

3.2 The Royal Canadian Mounted Police is a prescribed police service for the purposes of subsection 259.2(1) of the Act.

“Prescribed zone

3.3 A speed monitored zone is a prescribed zone for the purposes of subsection 259.2(1) of the Act”.

Section 4 amended

5 **Section 4 is amended:**

(a) in the portion preceding clause (a) by striking out “section 259.1” and substituting “subsection 259.2(1)”; and

(b) in subclause (b)(iii) by striking out “ministry-issued” and substituting “ministry issued”.

Coming into force

6(1) Subject to subsection (2), these regulations come into force on the day on which section 26 of *The Traffic Safety Amendment Act, 2014* comes into force.

(2) If section 26 of *The Traffic Safety Amendment Act, 2014* comes into force before the day on which these regulations are filed with the Registrar of Regulations, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 59/2014*The Automobile Accident Insurance Act*

Section 216

Order in Council 385/2014, dated June 26, 2014

(Filed June 26, 2014)

Title

1 These regulations may be cited as *The Personal Injury Benefits Amendment Regulations, 2014 (No. 2)*.

R.R.S. c.A-35 Reg 3, section 2 amended

2 Subsection 2(6) of *The Personal Injury Benefits Regulations* is amended:

(a) in clause (a) by striking out “*The Registration Exemption and Reciprocity Regulations*” and substituting “*The Registration Exemption and Reciprocity Regulations, 2014*”; and

(b) in clause (b) by striking out “*The Vehicle Equipment Regulations*” and substituting “*The Vehicle Equipment Regulations, 1987*”.

Coming into force

3 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 60/2014*The Administration of Estates Act*

Section 51

Order in Council 386/2014, dated June 26, 2014

(Filed June 26, 2014)

Title

1 These regulations may be cited as *The Administration of Estates Amendment Regulations, 2014*.

R.R.S. c.A-4.1 Reg 1 amended

2 *The Administration of Estates Regulations* are amended in the manner set forth in these regulations.

Section 4 amended

3 The following subsections are added after subsection 4(2):

“(2.1) The official administrator may charge a fee of \$150 per half day or part of a half day for any initial investigation or inspection undertaken when he or she first undertakes the administration of an estate.

“(2.2) The official administrator may charge a fee of \$40 per hour or part of an hour for any investigation or inspection done with respect to the administration of an estate”.

Section 5 amended

4 Section 5 is amended:

(a) in clause (a) by striking out “minimum fee of \$200 and a maximum fee of \$1,000” **and substituting** “minimum fee of \$500 and a maximum fee of \$1,500”; **and**

(b) in clause (b) by striking out “minimum fee of \$200 and a maximum fee of \$1,000” **and substituting** “minimum fee of \$500 and a maximum fee of \$1,500”.

Coming into force

5(1) Subject to subsection (2), these regulations come into force on July 1, 2014.

(2) If these regulations are filed with the Registrar of Regulations after July 1, 2014, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

RÈGLEMENT DE LA SASKATCHEWAN 60/2014*Loi sur l'administration des successions*

Article 51

Décret 386/2014, en date du 26 juin 2014

(Déposé le 26 juin 2014)

Titre**1** *Règlement de 2014 modifiant le Règlement sur l'administration des successions.***Modification du [Règl. 1 des R.R.S. ch. A-4.1](#)****2** Le *Règlement sur l'administration des successions* est modifié de la manière énoncée dans le présent règlement.**Modification de l'article 4****3 Les paragraphes qui suivent sont insérés après le paragraphe 4(2) :**

« (2.1) L'administrateur officiel peut demander un droit de 150 \$ par demi-journée entière ou partielle consacrée à une enquête initiale ou à un examen initial lorsqu'il entame l'administration d'une succession.

« (2.2) L'administrateur officiel peut demander un droit de 40 \$ l'heure pour chaque heure entière ou partielle consacrée à une enquête ou à un examen afférent à l'administration d'une succession ».

Modification de l'article 5**4 L'article 5 est modifié :****a) à l'alinéa a), par suppression de « droit minimum de 200 \$ et droit maximum de 1 000 \$ » et son remplacement par « droit minimum de 500 \$ et droit maximum de 1 500 \$ »;****b) à l'alinéa b), par suppression de « droit minimum de 200 \$ et droit maximum de 1 000 \$ » et son remplacement par « droit minimum de 500 \$ et droit maximum de 1 500 \$ ».****Entrée en vigueur****5(1)** Sous réserve du paragraphe (2), le présent règlement entre en vigueur le 1^{er} juillet 2014.(2) Le présent règlement entre en vigueur le jour de son dépôt auprès du registraire des règlements, si ce dépôt intervient après le 1^{er} juillet 2014.

SASKATCHEWAN REGULATIONS 61/2014*The Professional Corporations Act*

Section 23

Order in Council 388/2014, dated June 26, 2014

(Filed June 26, 2014)

Title

1 These regulations may be cited as *The Professional Corporations Amendment Regulations, 2014*.

R.R.S. c.P-27.1 Reg 2 amended

2 *The Professional Corporations Regulations, 2002* are amended in the manner set forth in these regulations.

Appendix, Table 1 amended**3 Table 1 of the Appendix is amended:**

- (a) **by striking out** “*The Certified General Accountants Act, 1994*”;
- (b) **by adding** “*The Accounting Profession Act*” **before** “*The Certified Management Consultants Act*”;
- (c) **by striking out** “*The Chartered Accountants Act, 1986*”; **and**
- (d) **by striking out** “*The Management Accountants Act*”.

Appendix, Table 2 amended**4 Table 2 of the Appendix is amended:**

- (a) **by striking out** “Certified General Accountants Association of Saskatchewan”;
- (b) **by striking out** “The Institute of Chartered Accountants of Saskatchewan” **and substituting** “Institute of Chartered Professional Accountants of Saskatchewan – Institut des comptables professionnels agréés du Saskatchewan”; **and**
- (c) **by striking out** “Society of Management Accountants of Saskatchewan – La Société des Comptables en Management du Saskatchewan”.

Appendix, Table 3 amended**5 Table 3 of the Appendix is amended:**

- (a) **by striking out** “certified general accountant”;
- (b) **by striking out** “certified management accountant”; **and**
- (c) **by striking out** “chartered accountant” **and substituting** “chartered professional accountant”.

Coming into force

6(1) Subject to subsection (2), these regulations come into force on the day on which section 1 of *The Accounting Profession Act* comes into force.

(2) If section 1 of *The Accounting Profession Act* comes into force before the day on which these regulations are filed with the Registrar of Regulations, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 62/2014*The Public Guardian and Trustee Act*

Section 54

Order in Council 389/2014, dated June 26, 2014

(Filed June 26, 2014)

Title

1 These regulations may be cited as *The Public Guardian and Trustee Amendment Regulations, 2014*.

R.R.S. c.P-36.3 Reg 1 amended

2 *The Public Guardian and Trustee Regulations* are amended in the manner set forth in these regulations.

Section 10 amended

3 Section 10 is amended:

(a) **in clause (a) by striking out** “minimum fee of \$100 and a maximum fee of \$500” **and substituting** “minimum fee of \$500 and a maximum fee of \$1500”; **and**

(b) **in clause (b) by striking out** “minimum fee of \$100 and a maximum fee of \$500” **and substituting** “minimum fee of \$500 and a maximum fee of \$1500”.

New section 14.1

4 The following section is added after section 14:

“Fees for investigation

14.1(1) The public guardian and trustee may charge a fee of \$150 per half day or part of a half day for any initial investigation or inspection undertaken when he or she first starts to act for a client of the public guardian and trustee or that client’s estate.

(2) The public guardian and trustee may charge a fee of \$40 per hour or part of an hour for any investigation or inspection done on behalf of:

- (a) any client of the public guardian and trustee or that client’s estate; or
- (b) a person performing similar functions and having similar powers and duties as the public guardian and trustee in another jurisdiction of Canada”.

New sections 16 and 17

5 Sections 16 and 17 are repealed and the following substituted:

“Fees for acting - various

16(1) The public guardian and trustee may charge the fees set out in subsection (2) if the public guardian and trustee:

- (a) is appointed as property guardian for an adult pursuant to *The Adult Guardianship and Co-decision-making Act* or is appointed, or has executed an acknowledgement to act, as property guardian for an adult pursuant to *The Public Guardian and Trustee Act*;
- (b) administers the property of an infant;
- (c) acts as a trustee pursuant to *The Trustee Act, 2009*, unless a different fee is ordered by the court or agreed to by the public guardian and trustee and the beneficiaries of the trust;

(d) administers property pursuant to the terms of a power of attorney, unless a different fee is agreed to by the public guardian and trustee and the person appointing the public guardian and trustee to administer the property; or

(e) holds funds for an owner or beneficiary that is unknown or cannot be located.

(2) In the circumstances listed in subsection (1), the public guardian and trustee may charge the following fees:

(a) 7% of the income received from:

(i) agricultural or commercial enterprises;

(ii) a lease of residential property; and

(iii) real property other than the interest portion of payments received as a vendor pursuant to an agreement for sale or as a mortgagee pursuant to a mortgage;

(b) 5% of the income received from:

(i) bank deposits;

(ii) bonds, debentures and other securities;

(iii) the interest portion of payments received as a vendor pursuant to an agreement for sale or as a mortgagee pursuant to a mortgage on real property; and

(iv) any other source;

(c) for each month, 1/12th of 1% of the market value of the gross assets of the trust at the end of that month;

(d) 1% of capital receipts.

“Fees for adults

17(1) If the public guardian and trustee is appointed as property co-decision-maker or temporary property guardian for an adult pursuant to *The Adult Guardianship and Co-decision-making Act*, the public guardian and trustee may charge a fee of \$250 per month to administer the adult’s estate.

(2) If the public guardian and trustee is appointed as personal guardian for an adult pursuant to *The Adult Guardianship and Co-decision-making Act*, the public guardian and trustee may charge a fee of \$250 per month to act as personal guardian”.

Section 18 amended

6 The following clause is added after clause 18(2)(b):

“(c) 1% of capital receipts”.

Sections 19 to 21 repealed

7 Section 19 to 21 are repealed.

Section 25 amended

8 The following subsection is added after subsection 25(4):

“(5) After an account is closed, if the public guardian and trustee receives any income of \$25 or less for that account, the public guardian and trustee may determine that no further funds are payable”.

Section 27 amended

9 The following subsection is added after subsection 27(2):

“(3) The cancellation of an acknowledgement to act mentioned in section 29 of the Act is to be in Form C in the Appendix”.

Appendix amended

10 The Appendix is amended:**(a) in Form A:**

(i) by striking out “public guardian and trustee for Saskatchewan” **and substituting** “public guardian and trustee of Saskatchewan”; **and**

(ii) by striking out “PUBLIC GUARDIAN AND TRUSTEE FOR SASKATCHEWAN” **and substituting** “PUBLIC GUARDIAN AND TRUSTEE OF SASKATCHEWAN”; **and**

(b) by adding the following Form after Form B:

“FORM C
[Subsection 27(3)]

IN THE MATTER OF _____

of _____ ,

SASKATCHEWAN AND IN THE MATTER OF *THE PUBLIC GUARDIAN AND TRUSTEE ACT*.

CANCELLATION OF ACKNOWLEDGEMENT TO ACT

The public guardian and trustee of Saskatchewan, pursuant to subsection 29(3.1) of *The Public Guardian and Trustee Act*, revokes the acknowledgement that the public guardian and trustee is the property guardian

for _____ .

DATED at the City of _____ , in the Province of Saskatchewan,

this _____ day of _____ , _____ .

(seal)

PUBLIC GUARDIAN AND TRUSTEE OF SASKATCHEWAN

Per: _____ ”.

Coming into force

11(1) Subject to subsection (2), these regulations come into force on July 1, 2014.

(2) If these regulations are filed with the Registrar of Regulations after July 1, 2014, these regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 63/2014*The Summary Offences Procedure Act, 1990*

Section 55

Order in Council 390/2014, dated June 26, 2014

(Filed June 26, 2014)

Title

1 These regulations may be cited as *The Summary Offences Procedure Amendment Regulations, 2014 (No. 2)*.

R.R.S. c.S-63.1 Reg 2 amended

2 *The Summary Offences Procedure Regulations, 1991* are amended in the manner set forth in these regulations.

Section 8 amended

3 Section 8 is amended:

(a) in subclause (b)(i) by striking out “Tables 1 to 5” and substituting “Tables 1 to 7”; and

(b) by adding the following paragraphs after paragraph (b)(i)(E):

“(F) the offences pursuant to *The Driver Licensing and Suspension Regulations, 2006*;

“(G) the offences pursuant to *The Licence Plate Display Regulations*”.

Appendix, Part 2, Table 3 amended

4 Table 3 in Part 2 of the Appendix is amended:

(a) in Column 4 of item 31 by striking out “50” and substituting “200”; and

(b) in Column 4 of items 32 and 33 by striking out “40” and substituting “200”.

Appendix, Part 3, new Table 1

5 Table 1 in Part 3 of the Appendix is repealed and the following substituted:

“TABLE 1
The Traffic Safety Act

The provisions set out in Column 3 are the provisions of *The Traffic Safety Act* that impose the prohibitions or requirements described in Column 2. Sections 273 and 275 of that Act provide that a contravention of any of those provisions is an offence.

<i>Column 1</i> <i>Item Number</i>	<i>Column 2</i> <i>Description of Offence</i>	<i>Column 3</i> <i>Provision</i>	<i>Column 4</i> <i>Penalty Sum in Dollars</i>
1	Driving as a learner while not accompanied by a qualified driver	32.1	\$100
2	Failing to produce safety fitness certificate or similar document within time permitted or as requested	99.1	200
3	Withholding, destroying, altering, concealing or refusing to produce records or property required for an investigation	109(1)	500 (individual first offence) 1000 (individual second or subsequent offence) 1000 (corporation first offence) 2000 (corporation second or subsequent offence)
4	Failing to keep records required by transportation legislation	109(2)	500 (individual first offence) 1000 (individual second or subsequent offence) 1000 (corporation first offence) 2000 (corporation second or subsequent offence)
5	Failure to report information required to be reported pursuant to transportation legislation to owner of commercial vehicle	109(3)	500 (individual first offence) 1000 (individual second or subsequent offence) 1000 (corporation first offence) 2000 (corporation second or subsequent offence)
6	Unlawful operation of a golf cart on a highway	113.1	40

7	Operating a golf cart on a highway without a valid driver's licence	113.1(4)(a)	100
8	Operating a golf cart on a highway without insurance	113.1(4)(b)	55
9	Obscuring a licence plate	192(6)	100
10	Driving:		
	(a) in excess of 80 kilometres per hour;	199(1)(a)	70 plus \$1 for each km/hr in excess of the speed limit for speeds up to 30 km/hr above the speed limit and \$2 for each km/hr in excess of the speed limit for speeds greater than 30 km/hr above the speed limit
	(b) in excess of the maximum speed indicated by signs on highway or at entrance to park;	199(1)(b)	70 plus \$1 for each km/hr in excess of the speed limit for speeds up to 30 km/hr above the speed limit and \$2 for each km/hr in excess of the speed limit for speeds greater than 30 km/hr above the speed limit
11	Driving in excess of 50 kilometres per hour over the applicable speed limit	199(2)	140 plus \$4 for each km/hr in excess of the speed limit
12	Exceeding applicable speed limit by 35 km per hour	199(2.1)	140 plus \$4 for each km/hr in excess of speed limit;
13	Driving at least twice the applicable speed limit	199(2.2)	140 plus \$4 for each km/hr in excess of speed limit
14	Exceeding a speed that is reasonable and safe in the circumstances	199(3)	125
15	Driving at a speed that impedes traffic	199(4)	85

16	Exceeding the speed limit in a school zone	200(2)	140 plus \$2 for each km/hr in excess of the speed limit for speeds up to 30 km/hr above the speed limit and \$4 for each km/hr in excess of the speed limit for speeds greater than 30 km/hr above the speed limit
17	Exceeding the speed limit in a speed zone marked by signs	201	70 plus \$1 for each km/hr in excess of the speed limit for speeds up to 30 km/hr above the speed limit and \$2 for each km/hr in excess of the speed limit for speeds greater than 30 km/hr above the speed limit
18	Exceeding 60 kilometres per hour when passing:		
	(a) a highway worker or flag person;	203(1)(a)	
	(b) any highway equipment occupied by a highway worker and marked in the prescribed manner;	203(1)(b)	
	(c) any highway equipment that has its warning lights in operation.	203(1)(c)	210 plus \$3 for each km/hr in excess of the speed limit for speeds up to 30 km/hr above the speed limit and \$6 for each km/hr in excess of the speed limit for speeds greater than 30 km/hr above the speed limit
19	Failing to obey the direction of a flag person or peace officer	203(3)	100

20	Exceeding 60 kilometres per hour when passing a stopped emergency vehicle that has its emergency lights in operation	204(1)	140 plus \$2 for each km/hr in excess of the speed limit for speeds up to 30 km/hr above the speed limit and \$4 for each km/hr in excess of the speed limit for speeds greater than 30 km/hr above the speed limit
21	Exceeding 60 kilometres per hour when passing a stopped tow truck that has its amber lights in operation	205(1)	140 plus \$2 for each km/hr in excess of the speed limit for speeds up to 30 km/hr above the speed limit and \$4 for each km/hr in excess of the speed limit for speeds greater than 30 km/hr above the speed limit
22	Stopping improperly on a highway	209(2)	85
23	Failing to sufficiently mark a stationary vehicle	209(3)(a), (b)	85
24	Failing to sufficiently mark an obstruction	209(3)(c)	85
25	Failing to obey a stop sign	209(6)(a)	180
26	Failing to obey a stop signal at a railway crossing	209(6)(b)	180
27	Bus transporting passengers failing to stop at a level railway crossing	209(7)(a)	180
28	Vehicle transporting goods and required to be placarded failing to stop at a level railway crossing	209(7)(b)	180
29	After stopping at a level railway crossing, proceeding while it is unsafe	209(8)	180

30	Parking in a prohibited area	210	60
31	Failing to obey a traffic rule on a parking lot	211	60
32	Passing a school bus that has its safety lights in operation	212(2)	300
33	Failing to stop five metres from the rear of a school bus that has its safety lights and stop arm in operation	212(3)	300
34	Failing to stop five metres from the front of a school bus that has its safety lights and stop arm in operation	212(4)	300
35	Driving without due care and attention	213(1)	220
36	Driving without reasonable consideration of others	213(2)	220
37	Driving in a contest of speed or racing with another vehicle on the highway	214(1)	125
38	Driver performing an activity on a highway that is likely to distract, startle or interfere with other users of the highway	214(2)	100
39	Driving through, interfering with, or obstructing a funeral procession	216(3)	60
40	Failing to keep to the right of the centre of the highway	217(1)(a)	100
41	Passing to the right of a vehicle	217(1)(b)	100

42	Passing at an intersection (same direction) when it is unsafe	217(3)	180
43	Moving, when it is unsafe, in front of a person or vehicle after passing	217(4)	85
44	Failing to keep to right when being overtaken	217(5)	100
45	Increasing speed when about to be overtaken	217(5)	100
46	Passing without a clear view of the highway	217(6)	100
47	Making a right turn from the wrong lane	218(1)	180
48	Making a left turn from the wrong lane	218(2)	180
49	Failing to yield the right of way to a vehicle on the right	219(1)	180
50	Failing to yield the right of way when making a left turn	219(3)	180
51	Failing to yield the right of way on entering a provincial highway	219(4)	180
52	Failing to yield the right of way at a "yield" sign	219(5)	180
53	Failing to yield the right of way on entering a highway from other than a highway	219(6)	180
54	Failing to yield the right of way to the operator of road maintenance and construction equipment with an operating warning light	219(7)	100
55	After yielding the right of way, proceeding while it is unsafe	219(8)	180

56	Driving to the left of the centre on a highway	220(1)	100
57	Proceeding the wrong way on a one-way highway	221	100
58	Backing a vehicle on or onto a highway when it is unsafe	222	85
59	Failing to yield the right of way to pedestrians at a highway intersection or marked pedestrian crossing in the required manner	223(1)	180
60	Driver failing to stop the vehicle for a pedestrian at a marked pedestrian crossing in the required manner	223(1.1)	180
61	Passing a vehicle stopped for pedestrians	223(2)	100
62	Following too closely	225(1)	85
63	Failing to leave sufficient space when following	225(2)	85
64	Entering or leaving a controlled access highway except when the right to do so is indicated by a sign	226	85
65	Crossing a highway unlawfully	227	85
66	Changing lanes when it is unsafe	228(1)(a)	85
67	Crossing solid lines unlawfully to change lanes	228(1)(b)	85
68	Driving to the left of a solid centre line	228(1)(c)	100
69	Driving motorcycles more than two abreast	228(1)(e)	85

70	Driving a motorcycle beside a vehicle other than a motorcycle	228(1)(f)	85
71	Driving on the left-hand side of a median	229(1)	100
72	Crossing a median unlawfully	229(2)	100
73	Driving without lights as prescribed in the regulations	230(1)	85
74	Failing to dim headlights when approaching	230(2)(a)	85
75	Failing to dim headlights when following	230(2)(b)	85
76	Failing to dim headlights when passing	230(2)(c)	85
77	Failing to dim headlights when being overtaken	230(2)(d)	85
78	Failing to dim headlights when stationary	230(4)	85
79	Failing to extinguish a spot light	231	60
80	Failing to extinguish loading lamps	232	60
81	Using amber beacon or flashing light when prohibited	233	60
82	Failing to use a signalling device to warn of the intention to turn	234(1)	100
83	Failing to use a signalling device to warn of intention to stop or to abruptly reduce speed	234(1)	100
84	Failing to use a signalling device to warn of the intention to change lanes	234(1)	100

85	Failing to use the proper arm signal to warn of the intention to turn left	234(2)(a)	100
86	Failing to use the proper arm signal to warn of the intention to turn right	234(2)(b)	100
87	Failing to use the proper arm signal to warn of the intention to stop or to abruptly reduce speed	234(2)(c)	100
88	Driving contrary to a sign at an intersection with a green light	235(2)(a)	180
89	Driver failing to stop at crosswalk against an amber light	235(3)(a)	180
90	Failing to yield the right of way to a pedestrian at a marked crosswalk displaying only an amber light	235(4)	180
91	Failing to stop at a red light at an intersection	235(5)(a)	180
92	Making a right turn at a red light when prohibited by a sign	235(5)(b)	180
93	Making a left turn on a one-way street on a red light when prohibited	235(6)	180
94	Failing to stop at red light at a place other than an intersection	235(7)	85
95	Proceeding at an intersection in a direction not indicated by a green arrow	235(8)	180
96	Failing to yield at an intersection displaying a red light with a green arrow	235(9)	180

97	Failing to yield at a place other than an intersection displaying a red light with a green arrow	235(10)	180
98	Proceeding contrary to a green arrow	235(11)	180
99	Failing to obey a red flashing light, stopping at the wrong place or failing to stop or proceeding when it is unsafe to do so	235(13)	180
100	Failing to proceed cautiously at a flashing amber light	235(14)	180
101	Making a U-turn at an intersection with a traffic light	235(15)	180
102	Failing to yield the right of way to pedestrians at a “walk” signal	237(2)(b)	180
103	Failing to yield to an emergency vehicle	238(9)	85
104	Permitting a person to hold on to a moving vehicle or attach a device	240(2)	100
105	Driving with a television set or video or computer screen visible to the driver	241	125
106	Using electronic communications equipment while driving	241.1	220
107	Driving a commercial vehicle on a highway that is equipped with, contains or is carrying a radar warning device	242(2)(a)	100

108	Permitting a commercial vehicle to become or remain equipped with a radar warning device	242(2)(b)	100
109	Permitting a person to ride on the exterior part of a motor vehicle	244(1)	100
110	Allowing a person to sit on the wrong side of the driver	245(2)	125
111	Permitting an over-crowded driving compartment	245(3)	85
112	Driving without a clear view of the highway to the front and to both sides of the vehicle	246(1)	85
113	Failing to have a clear view of the rear	246(2)	85
114	Driving with an obstructed windshield or window	246(3)	85
115	Driver failing to wear a safety helmet on a motorcycle	247(1)	60
116	Driver failing to wear prescribed eye protection on a motorcycle without a windshield	247(3)	60
117	Driving a motorcycle side saddle	247(5)	60
118	Allowing a passenger under 16 years of age to ride motorcycle without a helmet or eye protection	247(8)(a)	60
119	Allowing more than one passenger on a motorcycle	247(8)(b)	125
120	Allowing a passenger to ride in front of the motorcycle driver	247(8)(c)	125

121	Allowing a passenger under 16 years of age to ride side saddle on a motorcycle	247(8)(d)	125
122	Allowing a passenger on a motorcycle not equipped for passengers	247(8)(e)	125
123	Allowing more than one person in a side car	247(8)(f)	125
124	Driver under the age of 14 years driving a power-assisted bicycle	247.1(a)	100
125	Driving or riding on a power-assisted bicycle without prescribed helmet	247.1(b)	60
126	Driver failing to wear a seat-belt assembly	248(1)	125
127	Driver failing to wear a seat-belt assembly properly	248(1)	125
128	Driving a vehicle with a passenger under 16 years of age not wearing a seatbelt assembly	248(4)(a)	125
129	Driving a vehicle with a passenger under 7 years of age who weighs less than 36 kilograms but more than 18 kilograms and is less than 145 centimetres in height not properly seated in a booster seat	248(4)(b)	125
130	Driving a vehicle with a child or infant weighing 18 kilograms or less who is not properly seated in a child or infant restraint system	248(4)(c)	125 .”

Appendix, Part 3, new Table 3

6 Table 3 in Part 3 of the Appendix is repealed and the following substituted:

“TABLE 3

The Vehicle Equipment Regulations, 1987

The provisions set out in Column 3 are the provisions of *The Vehicle Equipment Regulations, 1987*, made pursuant to *The Vehicle Administration Act* and continued pursuant to *The Traffic Safety Act*, that impose the prohibitions or requirements described in Column 2. Sections 273 and 275 of *The Traffic Safety Act*, provide that a contravention of those regulations is an offence.

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>	<i>Column 5</i>
<i>Item Number</i>	<i>Description of Offence</i>	<i>Provision</i>	<i>Penalty Sum in Dollars where the registered gross vehicle weight is less than 11 000 kg</i>	<i>Penalty Sum in Dollars where the registered gross vehicle weight is 11 000 kg or more</i>
1	Passenger or driver not properly equipped with helmet	6.1(1)	\$60	\$60
2	New driver of a motorcycle or passenger of new driver failing to wear helmet, boots and gloves as prescribed	6.1(1.1)	60	60
3	Having spring shackles longer than those specified by vehicle manufacturer	21(2)(b)	75	100
4	Failing to have brake system that consists of service brake and parking brake	22(1)	100	150

5	Failing to have service and parking brake systems constructed so that failure of one system does not prevent application of the other system	22(2)(b)	100	150
6	Failing to have a brake system with mechanical components that are secure, functional and not misaligned, broken or excessively worn	22(3)	100	100 per defective brake on the vehicle or combination of vehicles plus \$150 for more than 25% defective
7	Failing to have a service brake that applies brakes to all wheels	22(10)(a)	100	100 per defective brake on the vehicle or combination of vehicles plus \$150 for more than 25% defective
8	Failing to have the service brake adjusted so that it applies braking equally on the opposite ends of the axle	22(10)(b)	100	100 per defective brake on the vehicle or combination of vehicles plus \$150 for more than 25% defective

9	Failing to have an air brake system that applies the brakes automatically when the air pressure drops below the designated amount	24(8)	100	220
10	Failing to keep steering system of vehicle maintained as required	25(1)(a)	100	150
11	Failing to have lamp securely mounted, meet SAE standards or be visible from at least 200 metres	31	75	75
12	Failing to focus auxiliary headlamps, fog lamps or driving lamps properly	33(1)(a)	75	75
13	Failing to connect auxiliary headlamps, fog lamps or driving lamps so that they are switched off when the low beam is selected	33(1)(b)	75	75
14	Failing to have a fifth wheel plate securely mounted	75(a)	100	100

15	Failing to have fifth wheel with a locking device to prevent separation from the semi-trailer king pin	75(b)	100	100
16	Failing to have exhaust systems securely mounted, properly positioned and releasing exhaust away from the vehicle	17	75	100
17	Failing to have windshield of proper type, that is large enough, clear or not excessively cracked	64	75	100
18	Failing to have tires of proper type, properly installed and in good condition	71	75	100
19	Failing to have lubrication between the fifth wheel and semi-trailer	75(c)	100	100

20	Failing to have steering assembly with manufacturer approved components and mechanisms	86(a)	100	100
21	Failing to have steering assembly geometry as specified by the manufacturer	86(b)	100	150
22	Failing to have one or two convex mirrors	131(1)	75	100
23	Failing to have the mirror located on the right front corner	131(2)(a)	75	100
24	Failing to have a mirror of the proper type	131(2)(b)	75	100
25	Failing to have a mirror mounted so the driver has an adequate view of the front and right side of the vehicle	131(2)(c)	75	100

26	Failing to have two mirrors of the proper type and properly located in the vehicle	131(3)(a)	75	100
27	Failing to have two mirrors mounted so that the driver has an adequate view of the front and right side of the vehicle	131(3)(b)	75	100
28	Failing to have a proper brake system for the vehicle	174(1)	100	100 per defective brake on the vehicle or combination of vehicles plus \$150 for more than 25% defective
29	Failing to have a brake system that activates the brakes if there is a break-away from the towing vehicle	174(2)	100	100 per defective brake on the vehicle or combination of vehicles plus \$150 for more than 25% defective
30	Failing to have a brake system that can be activated by the brake pedal of the towing vehicle	174(3)	100	100 per defective brake on the vehicle or combination of vehicles plus \$150 for more than 25% defective

31	Failing to have the service brake properly adjusted	174(4)	100	100 per defective brake on the vehicle or combination of vehicles plus \$150 for more than 25% defective
32	Failing to keep brake system properly maintained	174(5)	100	100 per defective brake on the vehicle or combination of vehicles plus \$150 for more than 25% defective
33	Failing to have an air brake system with a secondary system	178(2)	100	100
34	Failing to have lamps that are securely mounted, meet SAE standards and are visible	179	75	100
35	Failing to have the proper tires in good condition on Type T vehicles	196	75	100
36	Failing to have a secondary coupling device that prevents disconnection from the towing vehicle	199(1)(a)	75	100

37	Failing to have a brake system	228(1)	100	100
38	Failing to have a brake system where application applies to front and rear wheels	228(2)	100	100
39	If the vehicle has two brake systems, failing to have each apply properly	228(3)	100	100
40	Failing to have a brake system that permits adequate stopping	228(4)	100	100
41	Failing to have the proper tires on a Type M vehicle	254	75	100 .”

Appendix, Part 3, new Tables

7(1) The following Table is added after Table 5 in Part 3 of the Appendix:

“TABLE 6

The Driver Licensing and Suspension Regulations, 2006

The provisions set out in Column 3 are the provisions of *The Driver Licensing and Suspension Regulations, 2006*, made pursuant to *The Traffic Safety Act*, that impose the prohibitions or requirements described in Column 2. Sections 273 and 275 of that Act provide that a contravention of those regulations is an offence.

<i>Column 1 Item Number</i>	<i>Column 2 Description of Offence</i>	<i>Column 3 Section of Regulations</i>	<i>Column 4 Voluntary payment (\$)</i>
1	Driver with a ‘6’ endorsement driving a motorcycle during period that is one-half hour before sunset until one-half hour after sunrise	19.6(b)	\$100
2	New driver towing a vehicle while operating a motorcycle	19.6(c), 19.7(c), 19.8(a)	100
3	Driver with a ‘6’ endorsement or an ‘M’ endorsement with novice 1 restriction transporting passengers on motorcycle	19.6(a), 19.7(a)	100
4	Driver with an ‘M’ endorsement with novice 1 restriction driving a motorcycle between midnight and 5 a.m.	19.7(b)	100
5	New driver operating unauthorized motorcycle	19.7(e), 19.8(c)	100 .”

7(2) The following Table is added after Table 6 in Part 3 of the Appendix:

“TABLE 7

The Licence Plate Display Regulations

The provisions set out in Column 3 are the provisions of *The Licence Plate Display Regulations*, made pursuant to *The Vehicle Administration Act* and continued pursuant to *The Traffic Safety Act*, that impose the prohibitions or requirements described in Column 2. Sections 273 and 275 of *The Traffic Safety Act* provide that a contravention of those regulations is an offence.

<i>Column 1</i> <i>Item</i> <i>Number</i>	<i>Column 2</i> <i>Description of</i> <i>Offence</i>	<i>Column 3</i> <i>Section of</i> <i>Regulations</i>	<i>Column 4</i> <i>Voluntary payment</i> <i>(\$)</i>
1	New driver failing to display placard	3.1	\$60 .”

Coming into force

8(1) Sections 1, 2 and 3 come into force on the day on which these regulations are filed with the Registrar of Regulations.

(2) Subject to subsection (3), sections 4 and 5 come into force on the day on which section 1 of *The Traffic Safety Amendment Act, 2014* comes into force.

(3) If section 1 of *The Traffic Safety Amendment Act, 2014* comes into force before the day on which these regulations are filed with the Registrar of Regulations, sections 4 and 5 come into force on the day on which these regulations are filed with the Registrar of Regulations.

(4) Subject to subsection (5), section 6 comes into force on the day on which section 4 of *The Vehicle Equipment Amendment Regulations, 2014* comes into force.

(5) If section 4 of *The Vehicle Equipment Amendment Regulations, 2014* comes into force before the day on which these regulations are filed with the Registrar of Regulations, section 6 comes into force on the day on which these regulations are filed with the Registrar of Regulations.

(6) Subject to subsection (7), subsection 7(1) comes into force on the day on which section 5 of *The Driver Licensing and Suspension Amendment Regulations, 2014* comes into force.

(7) If section 5 of *The Driver Licensing and Suspension Amendment Regulations, 2014* comes into force before the day on which these regulations are filed with the Registrar of Regulations, subsection 7(1) comes into force on the day on which these regulations are filed with the Registrar of Regulations.

(8) Subject to subsection (9), subsection 7(2) comes into force on the day on which *The Licence Plate Display Amendment Regulations, 2014* come into force.

(9) If *The Licence Plate Display Amendment Regulations, 2014* come into force before the day on which these regulations are filed with the Registrar of Regulations, subsection 7(2) comes into force on the day on which these regulations are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 64/2014*The Assessment Appraisers Act*

Section 18

Order in Council 391/2014, dated June 26, 2014

(Filed June 26, 2014)

Title

1 These regulations may be cited as *The Assessment Appraisers Amendment Regulations, 2014*.

R.R.S. c.A-28.01 Reg 1, new Appendices A and B

2 Appendices A and B of *The Assessment Appraisers Regulations* are repealed and the following substituted:

“Appendix A
[*Clause 2(b)*]

**Qualifications for a Municipal Assessment Appraiser
of Saskatchewan (MAAS) Designation**

The following education and experience are required for designation:

Education:

- (a) Courses in real estate appraisal, real property assessment, mass appraisal techniques, real estate mathematics and/or real estate economics, income appraisal and statistical and computer applications in valuation, obtained through:
 - (i) a certificate, diploma or degree in Real Property Administration, Appraisal and Assessment, or Urban Land Economics; or
 - (ii) an equivalent program obtained through any recognized post-secondary education institution; or
 - (iii) courses and/or designations obtained through the International Association of Assessing Officers (IAAO);
- (b) A class in Real Property Assessment in Saskatchewan;
- (c) A class in Local Government Legislation & Statute Law;
- (d) A seminar/course in Assessment or Appraisal Ethics (required number of hours as approved by the Saskatchewan Assessment Appraisers' Association and amended from time to time).

Experience:

Four years of mass appraisal experience in Saskatchewan.

The Saskatchewan Assessment Appraisers' Association is responsible for confirming that individuals' education and experience meet these qualifications in order to receive the designation.

“Appendix B
[Clause 2(d)]

**Qualifications for a Municipal Rural Assessment Appraiser of
Saskatchewan (MRAAS) Designation**

The following education and experience are required for designation:

Education:

- (a) Courses in soil science, glaciation, hydrology, soil and rangeland classification, obtained through a Bachelor of Science in Agriculture, or equivalent courses obtained through a degree in Geography or Ecology or otherwise obtained through any recognized post-secondary education institution;
- (b) Courses in real estate appraisal, real property assessment, mass appraisal techniques, real estate mathematics and/or real estate economics, income appraisal and statistical and computer applications in valuation, obtained through:
 - (i) a certificate, diploma or degree in Real Property Administration, Appraisal and Assessment, or Urban Land Economics; or
 - (ii) an equivalent program obtained through any recognized post-secondary education institution; or
 - (iii) courses and/or designations obtained through the International Association of Assessing Officers (IAAO);
- (c) A class in Real Property Assessment in Saskatchewan;
- (d) A class in Local Government Legislation & Statute Law;
- (e) A seminar/course in Assessment or Appraisal Ethics (required number of hours as approved by the Saskatchewan Assessment Appraisers' Association and amended from time to time).

Experience:

Four years of mass appraisal experience in Saskatchewan, including training in application of agricultural land valuation methodology that demonstrates the application of knowledge of the applicable legislation, regulations, the Saskatchewan Assessment Manual and soil, arable land and pasture classification and rating systems and characteristics required to appraise agricultural land in Saskatchewan.

The Saskatchewan Assessment Appraisers' Association is responsible for confirming that individuals' education and experience meet these qualifications in order to receive the designation”.

Coming into force

3 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

SASKATCHEWAN REGULATIONS 65/2014*The Uniform Building and Accessibility Standards Act*

Section 27

Order in Council 392/2014, dated June 26, 2014

(Filed June 26, 2014)

Title

1 These regulations may be cited as *The Building and Accessibility Standards Administration Amendment Regulations, 2014*.

R.R.S. c.U-1.2 Reg 6 amended

2 *The Building and Accessibility Standards Administration Regulations* are amended in the manner set forth in these regulations.

Section 5 amended

3 **Clause 5(1)(f) is amended by adding** “or any other equivalent course acceptable to the chief building official” **after** “Series I course”.

Section 8 amended

4(1) **Subsection 8(1) is amended by adding** “or other” **after** “educational”.

(2) **Subsection 8(2) is amended by adding** “or other” **after** “educational” **wherever it appears**”.

(3) **Subsection 8(3) is amended by adding** “or any other equivalent course” **after** “course”.

Section 9 amended

5(1) **Subsection 9(1) is repealed and the following substituted:**

“(1) The chief building official may issue a licence of an appropriate class to a candidate who establishes to the satisfaction of the chief building official that the candidate has met the competencies and requirements for licensing pursuant to these regulations”.

(2) **Subsection 9(3) is repealed and the following substituted:**

“(3) Notwithstanding any other provision of these regulations, the chief building official shall issue a licence of the appropriate class to a person who is a resident in another province or territory of Canada and who has not otherwise met the competencies and requirements for licensing pursuant to these regulations if the person produces evidence to the chief building official that the person:

(a) possesses a licence, certification or accreditation in good standing from another province or territory of Canada that is equivalent to a licence issued pursuant to these regulations;

(b) demonstrates to the satisfaction of the chief building official a sufficient knowledge of the Act, the regulations made pursuant to the Act and the Code, including those provisions of the Code that are amended by Saskatchewan; and

(c) has paid the appropriate fee set out in Table 1 of the Appendix.

“(4) Notwithstanding subsections (1) to (3), the chief building official may issue a Building Official Temporary licence or Building Official Restricted licence to practise to a person who:

- (a) does not fully meet the competencies and requirements mentioned in subsection (1);
- (b) agrees to practise in accordance with the conditions or restrictions specified on the Building Official Temporary licence or the Building Official Restricted licence; and
- (c) has paid the appropriate fee set out in Table 1 of the Appendix”.

Section 10 is amended

6 Clause 10(7)(a) is amended by adding the following subclause after subclause (i):

“(i.1) demonstrated to the satisfaction of the chief building official a sufficient knowledge of the Code, including those provisions of the Code that are amended by Saskatchewan”.

Coming into force

7 These regulations come into force on the day on which they are filed with the Registrar of Regulations.

