

**CHOICE OF LAW RULES FOR CONSUMER CONTRACTS
(DRAFT MODEL PROVISIONS)**

November 2006

Canada

PART 2: CHOICE OF LAW¹

7.(1) Subject to subsection (2), a consumer who is ordinarily resident in [name of State] and a vendor who is ordinarily resident in a jurisdiction other than [name of State] may agree in writing that the law of a particular jurisdiction will apply to their consumer contract.

(2) An agreement pursuant to subsection (1) is invalid to the extent that it deprives a consumer who is ordinarily resident in [name of State] of the protection to which he or she is entitled pursuant to the laws of [name of State] if:

(a) the consumer contract resulted from a solicitation of business in [name of State] by the vendor and the consumer and the vendor were not in the presence of one another in the vendor's jurisdiction when the consumer contract was concluded,

(b) the vendor received the consumer's order in [name of State], or

(c) the vendor induced the consumer to travel to a jurisdiction other than [name of State] for the purpose of forming the consumer contract, and the vendor assisted the consumer's travel.

(3) For the purposes of clause (2)(a), a consumer contract is deemed to have resulted from solicitation of business in [name of State] by the vendor unless the vendor demonstrates that he or she took reasonable steps to avoid concluding consumer contracts with consumers residing in [name of State].

(4) In the absence of a valid agreement pursuant to subsection (1), if one of the circumstances described in clauses (2)(a) to (c) exists, the laws of [name of State] apply to a consumer contract between a consumer who is ordinarily resident in [name of State] and a vendor who is ordinarily resident in a jurisdiction other than [name of State].

¹ Enacting States would want to ensure that definitions described in Part 1 (Jurisdictions for Consumer Contracts) also apply to this Part.