

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

November 2006

Canada

**PART 2: CHOICE OF LAW<sup>1</sup>**

**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].**

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