

## ***The Direct Sellers Act***

### **Instructions on Applying for a Direct Seller Vendor Licence**

**Please see "Attachment A" for the definition of direct selling. The special requirements for applicants involved in multi-level marketing are found in point 5 of the Instructions.**

To be licensed as a direct seller vendor you will need:

- a) a registered name;
- b) an appropriate bond, and
- c) a completed application form.

1. **Name registration:**

All corporations and operating (business) names must be registered with the Corporate Registry of the Information Services Corporation (ISC). Phone 306-787-2962 for information on this procedure.

2. (a) **Bonding requirements:**

Apply to your insurance agent or to any bonding company licensed under *The Saskatchewan Insurance Act* for a bond under *The Direct Sellers Act*. See required penal bond wording attached.

**PLEASE NOTE: Bonding amounts are subject to the Registrar's discretion and may differ from the guidelines outlined below. The Registrar will take into account such things as type of goods being sold, amount of sales/number of salespeople, marketing approach taken by the vendor, perceived risk to the public.**

The original bond is to be signed and sealed by the insurance company and signed by:

- a Director (if a corporation)
- all Partners (if a partnership)
- an Individual (if a sole-proprietorship)

(b) **Bond Limit Guidelines:**

**Subject to 2biii the following bond amount is required:**

- i) **INDIVIDUAL VENDOR:** Where no other salespersons are or will be appointed. This includes sole proprietorships and registered partnerships.

- (a) **\$ 5,000** (where total price of goods/services on average sale to purchaser is less than \$100)
- (b) **\$10,000** (where total price of goods/services on average sale to purchaser is \$100 or more)
- (c) or any other amount determined by the Registrar.

- ii) **VENDOR WITH SALESPERSONS:**

- (a) **\$10,000** (where total price of goods/services on average sale to purchaser is less than \$100)
- (b) **\$20,000** (where total price of goods/services on average sale to purchaser is \$100 or more)
- (c) or any other amount determined by the Registrar.

- iii) **ANY VENDOR (WITH OR WITHOUT SALESPERSONS)**

**(a) Any vendor selling the following goods or services is required to have, at minimum, a \$25,000 bond**

- siding
- satellite dishes
- hearing aids/instruments
- home renovations
- vacuum sales

**(b) Unless otherwise decided, any vendor (under The Direct Sellers Act) who enters into contracts for home heating products, air conditioners or water heaters is required to have, at minimum, a \$150,000 bond**

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3.(a) **Complete all pages of the application in full.**

There are two types of applications:

- Application as a Direct Seller Vendor (4 pages)
- Application as an Salesperson (2 pages) - see #7 on the next page

Please note, the **designated mailing address** (section 4 on the application) is used for mailing of correspondence from the Consumer Protection Division for routine correspondence, information, complaints and renewal notice.

3.(b) **Notice required of all changes on the application**

Where any changes occur that affect or change the information on the application, written notice to Consumer Protection Division is required.

4. **Licence fees are as follows:**

1. **\$600 - where the vendor's salespersons are exempt from licensing pursuant to section 4 of the regulations;**
2. **\$300.00 - for a vendor employing salespersons; this includes all incorporated companies;**
3. **\$125 - for an individual vendor employing no other salespersons except the registered sole proprietor or partners (Not applicable to corporations).**
4. **\$125 - for each salesperson with a completed application.**

**Note: Any incorporated company whose average sale is more than \$500 is required to have at least one salesperson licensed (which can be the owner or the principal officer).**

Make fee payable to the MINISTER OF FINANCE A form is enclosed if paying by credit card
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**Licenses are valid for one year from date of issue unless otherwise suspended or cancelled.**

5. **Multi-Level Marketing (MLM)**

**Initial Application:** Applicants involved in multi-level marketing (MLM) must provide the following information with their initial application for a direct seller's licence:

1. Provide a copy of the marketing plan corresponding to the MLM opportunity. Ensure all purchaser fees, costs are disclosed. Provide copies of the company's forms of contract, distributor agreements and all corresponding sales literature. **Note:** all sales contracts used must clearly and conspicuously disclose the location of the ten day buyer's right to cancel statement as outlined on the direct sales licence instruction sheet.
2. Make arrangements for the marketing plan to be reviewed by Industry Canada. Submit the complete marketing plan to Industry Canada, Competition Bureau, Marketing Practices Branch, Place du Portage, Phase 1, 17<sup>th</sup> Floor, Hull, Quebec, K1A 0C9 (tel. 1-800-348-5358) requesting a review as to whether the plan is in compliance with the *Competition Act*. Request a duplicate copy of the Industry Canada opinion be forwarded directly to the Registrar at this office.

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## **Instructions on Applying for a Direct Seller Vendor Licence**

### **5. Multi-Level Marketing (MLM) (Continued):**

3. Provide a complete description of the goods or services marketed by the applicant. Include any catalogues and details on agreements that exist with suppliers if applicable.
4. List the names and addresses of all principals of the applicant corporation.
5. Provide a business plan indicating the applicant's projected sales volumes in the province of Saskatchewan. Indicate all jurisdictions in which the applicant is currently conducting business.
6. If not requesting a salesperson exemption (see instruction sheet), outline the method established to ensure all representatives (distributors) conducting direct sales will obtain licensing in Saskatchewan.

**Renewals:** MLM applicants submitting for the renewal of a direct seller's licence are not required to provide a copy of the marketing plan, business plan or letter of compliance from Industry Canada unless so requested by the Registrar, **or there has been a notable change in the plan since the last application.**

### **6. Mail** the following to this office:

- Completed application form(s) – with signatures.
- Licence fee(s) in the correct amount – see #4 above.
- Original bond signed and sealed by bonding company along with the signature(s) of director(s) (if corporation); all partners (if partnership); or the owner (if sole-proprietorship).
- Two blank copies of your form of contract or sales agreement. A contract is required for direct sales that exceed \$100. See attachment "C" for specific requirements.
- Sample I.D. card where applicable or salesperson's application.

Saskatchewan Financial Services Commission  
Consumer Protection Division  
500 - 1919 Saskatchewan Drive  
Regina, Saskatchewan S4P 4H2  
Telephone: 306-787-5550 • 1-877-880-5550 (toll-free) • Fax: 306-787-9779  
Email: [consumerprotection@gov.sk.ca](mailto:consumerprotection@gov.sk.ca)  
Web address: <http://www.justice.gov.sk.ca/cpb>

### **7. Exemptions for Salespersons\*:**

A salesperson may be exempt from licensing, under the following circumstances:  
[Reference Sec. 10.1 of the Act and Sec. 4, Regulations]

- the total price of the goods or services on an average sale to any one purchaser by the vendor is less than \$500, **and**
- the registrar is advised and agrees that it is not prejudicial to the public interest to exempt the salesperson from the licensing requirements considering products sold and degree of public risk.

This exemption does not apply if a salesperson acts for or on behalf of a direct sales contractor[renovator].

#### **\*Identification Cards (ID Card):**

**All salespersons exempt from licensing must carry an ID card complying with the requirements outlined within the Attachment "B". A sample ID card is to be submitted with the application.**

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### **Instructions on Applying for a Direct Seller Vendor Licence**

#### **8. Statement of Cancellation Rights:**

The statement of cancellation rights listed below must be included in every contract. If the statement of cancellation rights is not located on the face of the contract, there must be a notice on the face of the contract, in not less than 12 point bold type, stating where the statement of cancellation rights can be found. If the statement of cancellation rights is a separate document from the contract, including where a written contract is not required, then it must also contain your business name, business address, telephone number and, where applicable, fax number. The statement reads as follows **(Do not alter, revise, or omit any words except those appearing in [ ] square brackets).**

#### **BUYERS RIGHT TO CANCEL: (Bold 12 point type)**

You may cancel this contract from the day you enter the contract until 10 days after you receive a copy of this [contract/statement of cancellation rights –select one].\*  
You do not need a reason to cancel.

If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial/territorial consumer affairs office.

If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods.

To cancel, you must give notice of cancellation at the address [below/in this contract]. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax, or by personal delivery.

[There is to be an ADDRESS FOR NOTICE - include name, business address, phone and, if applicable, fax number if this statement of cancellation rights is a document separate from the contract or where a written contract is not required.]

The statement of cancellation rights above must:

- (a) show the heading not less than 12 point bold type;
- (b) show the statement of 10 day cancellation rights in 12 point type; and
- (c) show the remainder of the information in not less than 10 point type.

## *The Direct Sellers Act*

### **Instructions on Applying for a Direct Seller Vendor Licence**

#### 9. **General Remarks**

**The application information is to be legible or it will be returned.**

The attachments A, B and C are excerpts from the Act.

Every applicant for a licence should become familiar with the Act and Regulations. Also every applicant should exercise care in completing the application form. Extra care will avoid delays which occur when applications must be returned because of incomplete answers or incorrect fees.

A complete copy of *The Direct Sellers Act* is available free of charge online at <http://www.qp.gov.sk.ca> or for a nominal fee by contacting the Office of the Queen's Printer at **Telephone:** 1-800-226-7302 (Sask. residents only) (306) 787-6894 **Fax:** (306) 798-0835 E-mail: [gprinter@gov.sk.ca](mailto:gprinter@gov.sk.ca)

10. For your reference, please use the attached check list to assist you in submitting the appropriate licence application documents.

## Direct Seller Vendor Licence Application Check List

1. Does your **Identification Cards** being submitted with the application for licensing contain space for the following information:
  - Salesperson Name
  - Vendor's Name and address
  - Signature of Company's officer
  - Issue Date
  
2. Does the **Direct Sales Contract** being submitted with the application for licensing contain the following information:
  - The name and address of the purchaser;
  - The name, business address, telephone number and facsimile number of the vendor, if applicable;
  - The name of the salesperson printed or signed in a legible manner** to allow the salesperson's name to be determined by the purchaser;
  - The date on which the direct sales contract is signed and the place in which the direct sales contract is made;
  - A detailed description of the goods or services that readily identifies the good or services sold to the purchaser;**
  - A statement of cancellation rights that conforms with the requirement set out in section 8 in the Instructions on Applying for a Direct Seller Vendor Licence;
  - An itemized purchase price for the goods or services;**
  - The total amount payable under the direct sales contract;
  - The terms and conditions of payment;
  - In the case of a direct sales contract for the future supply of goods or the future supply of services or both:
    - o The **supply date** for the goods or the commencement date for the supply of services or both; and
    - o The **completion date** for the supply of services or the supply of services and goods;
  - Where credit is extended or arranged by a direct seller:
    - o A list of any security taken for securing payment of the purchaser's debt obligations, and
    - o The cost of credit in accordance with *The cost of Credit Disclosure Act* and the regulation made pursuant to that Act;
  - Where goods are accepted as a trade-in, a description of and the value of the trade-in;
  - The signature of the purchaser and the direct seller;
  - Where the vendor is a direct sales contractor (home renovations):
    - o **A detailed description of the quality and type of materials to be used under the contract;** and
    - o **The services and work to be carried out under the contract.**

# Attachment "A"

## EXCERPTS FROM THE DIRECT SELLERS ACT & REGULATIONS

### *The Direct Sellers Act*

Under *The Direct Sellers Act*:

- 2 (c) "direct seller" means a person who:
- (i) goes from house to house selling or offering for sale, or soliciting orders for the future delivery of, goods or services;
  - (ii) by telephone offers for sale or solicits orders for the future delivery of goods or services; or
  - (iii) does both of the things mentioned in subclauses (i) and (ii)

If required to be licensed **it is an offence** to operate a direct sellers business without first obtaining a license.

Reference Subsection 4(2) of the Act and sections 3 or 4 of the Regulations for exceptions from licensing.

### **Excerpt from *The Direct Sellers Act***

#### **LICENSES**

#### **Carrying on business without licence prohibited**

- 4(1) No person shall carry on the business of direct selling in Saskatchewan unless:
- (a) in the case of a vendor, the person holds a licence as a vendor; or
  - (b) in the case of a salesman, the person holds:
    - (i) a licence as a salesman; or
    - (ii) where, pursuant to the regulations, the salesman is not required to be licensed, an identification card provided pursuant to section 10.1.
- (2) A person shall be deemed not to be carrying on the business of direct selling and is not required to be licensed under this Act if he is:
- (a) a person selling newspapers, water, propane gas or fuel petroleum products;
  - (b) a person selling food or food products that, at the time of delivery, are in an unfrozen and perishable state;
  - (b.1) a person selling lumber or firewood if the person or the person's employer has a place of business in the municipality in which the direct sale takes place;
  - (c) a person selling feed grain, feed supplements, fertilizer or weed spray if he resides or has a place of business in Saskatchewan;
  - (d) a person selling the following services:
    - (i) the treatment of feed, seed grain or growing crops;
    - (ii) the breeding, care or treatment of live stock; or
    - (iii) custom tilling, seeding or harvesting;
  - (e) a person selling nursery stock grown in Saskatchewan;
  - (f) a farmer selling products raised in Saskatchewan on his own farm;
  - (g) Repealed. 1996, c.3, s.
  - (h) a merchant having a recognized retail store in Saskatchewan and selling goods or services of a sort or class ordinarily sold at that store;
    - (i) a bona fide servant or employee of:
      - (i) the farmer mentioned in clause (f);
      - (ii) the person mentioned in clause (g); or
      - (iii) the merchant mentioned in clause (h);who has the written authority of that farmer, person or merchant, as the case may be, to sell;
  - (j) Repealed. 1996, c.3, s.4.
  - (k) an individual selling goods or services on behalf of an organization or corporation having objects of a benevolent, religious, charitable, philanthropic, educational, agricultural, scientific, artistic, social, political, professional, fraternal, sporting, athletic or other useful nature and not formed for gain;

(l) a person required to be licensed or registered pursuant to a federal or provincial statute, specified in the regulations, that governs the business of selling a product or service;

(m) a member of a class of persons that may be exempted in the regulations; or

(n) a person who participates in a category of sales that may be exempted in the regulations.

(3) For the purposes of clause 2(h):

(a) the expression "recognized retail store" does not include a dwelling, mail-order office, display room, office, repair or service shop, warehouse, studio or any other place of a like nature notwithstanding that the owner or occupant thereof is or may be assessed by the municipality for business tax purposes in respect of such place; and

(b) the word "merchant" does not include a person who has a recognized retail store if more than fifty per cent of the goods or services sold by him in Saskatchewan are sold by direct sale.

R.S.S. 1978, c.D-28, s.4; 1993, c.17, s.8; 1996, c.3, s.4

### **Excerpt from *The Direct Sellers Regulations, 1997***

#### **Non-application of Act**

3 The Act does not apply to:

(a) a person carrying on a business where the person is required to be licensed or registered pursuant to:

- (i) The Agricultural Implements Act;
- (ii) The Electrical Licensing Act;
- (iii) The Fisheries Act (Saskatchewan), 1994;
- (iv) The Motor Dealers Act;
- (v) The Private Vocational Schools Regulation Act, 1995;
- (vi) The Cemeteries Act;
- (vii) The Prepaid Funeral Services Act;
- (viii) The Sale of Training Courses Act;
- (ix) The Saskatchewan Insurance Act;
- (x) The Real Estate Act;
- (xi) The Securities Act, 1988; or

(b) direct sales of individual private storage units for the storage of insurable crops as defined in The Crop Insurance Act.

27 Jne 97 cD-28 Reg 2 s3.

#### **Licensing exemption of salesperson**

4(1) Subject to subsection (2), a salesperson is exempt from complying with the licensing requirements of the Act and these regulations if:

(a) the total price of the goods or services on an average sale to any one purchaser by the vendor is less than \$500;  
and

(b) the registrar is satisfied that it is not prejudicial to the public interest to exempt the salesperson from the licensing requirements of the Act and these regulations.

(2) Subsection (1) does not apply if a salesperson acts for or on behalf of a direct sales contractor.

27 Jne 97 cD-28 Reg 2 s4.



# Attachment "B"

## Excerpt from *The Direct Sellers Act*

### Identification card

10.1(1) The vendor shall provide an identification card to any salesman acting for or on behalf of the vendor where, pursuant to the regulations, that salesman is not required to be licensed.

(2) The identification card is to contain:

- (a) the salesman's name;
- (b) the vendor's name and address;
- (c) the signature of the vendor or, if the vendor is a corporation, of an officer of the corporation; and
- (d) any information that may be required by the regulations.

(3) A person who has received an identification card from a vendor and is no longer authorized to make direct sales on behalf of that vendor shall surrender the card to:

- (a) the vendor; or
- (b) if the person that held the vendor's licence no longer holds that licence, to the Registrar.

1996, c.3, s.8.

## Excerpt from *The Direct Sellers Regulations, 1997*

### Identification card

6(1) Subject to subsection (2), a vendor shall provide an identification card containing its issue date to every salesperson acting for or on behalf of the vendor.

(2) Subsection (1) does not apply to a vendor whose salespersons are required to be licensed.

27 Jne 97 cD-28 Reg 2 s6.

# Attachment “C”

## Excerpt from *The Direct Sellers Act*

### Contract Requirements

#### Direct sales contracts

- 6(1) A direct sales contract is to be in writing where required by this Act or the regulations.
- (2) A copy of the direct sales contract is to be supplied to the purchaser at the time it is made.
- (3) A written direct sales contract is to include:
  - (a) a statement of cancellation rights that conforms with the requirements in the regulations; and
  - (b) any information that may be required in the regulations.
- (4) Where a contract is not required to be in writing, the direct seller shall notify the purchaser of cancellation rights in a form and manner prescribed in the regulations.
- (5) In addition to any applicable requirements in The Builders’ Lien Act, where a direct sales contractor enters into a direct sales contract where any part of the contract price is paid for before all the goods or services agreed on in the contract are provided, the direct sales contractor shall not require the purchaser to pay more than 15% of the total amount of the contract before the 10-day cancellation period mentioned in section 22 expires.
- (6) In addition to the requirements in the regulations respecting the form and content of a written direct sales contract, a direct sales contractor shall include in the written contract:
  - (a) a detailed description of the quality and type of materials to be used under the contract; and
  - (b) the services and work to be carried out under the contract.
- (7) Except as provided in the regulations, a direct seller shall not give or offer to give directly or indirectly any gift, premium, prize or other benefit of any kind to a purchaser or prospective purchaser for assistance in furthering the sale to another person of any goods or services if that gift, premium, prize or other benefit is contingent on a sale being made to the other person.

1996, c.3, s.5.

## Excerpt from *The Direct Sellers Regulations, 1997*

#### Contents of a written direct sales contract

- 8 A written direct sales contract is to clearly set out the following:
  - (a) the name and address of the purchaser;
  - (b) the name, business address, telephone number and, where applicable, facsimile number of the vendor;
  - (c) the name of the salesperson printed or signed in a legible manner to allow the salesperson’s name to be determined by the purchaser;
  - (d) the date on which the direct sales contract is signed and the place in which the direct sales contract is made;
  - (e) a detailed description of the goods or services that readily identifies the goods or services sold to the purchaser;
  - (f) a statement of cancellation rights that conforms with the requirements set out in section 9;

- (g) an itemized purchase price for the goods or services;
- (h) the total amount payable under the direct sales contract;
- (i) the terms and conditions of payment;
- (j) in the case of a direct sales contract for the future supply of goods or the future supply of services or both:
  - (i) the supply date for the goods or the commencement date for the supply of services or both; and
  - (ii) the completion date for the supply of services or the supply of services and goods;
- (k) where credit is extended or arranged by a direct seller:
  - (i) a statement of any security taken for securing payment of the purchaser's debt obligations; and
  - (ii) the cost of credit, in accordance with The Cost of Credit Disclosure Act and the regulations made pursuant to that Act;
- (l) where goods are accepted as a trade-in, a description of and the value of the trade-in;
- (m) the signatures of the purchaser and the direct seller;
- (n) where the vendor is a direct sales contractor:
  - (i) a detailed description of the quality and type of materials to be used under the contract; and
  - (ii) the services and work to be carried out under the contract.

## Multi-Level Marketing

**Initial Application:** Applicants involved in multi-level marketing (MLM) must provide the following information with their initial application for a direct seller's licence:

1. Provide a copy of the marketing plan corresponding to the MLM opportunity. Ensure all purchaser fees, costs are disclosed. Provide copies of the company's forms of contract, distributor agreements and all corresponding sales literature. **Note:** all sales contracts used must clearly and conspicuously disclose the location of the ten day buyer's right to cancel statement as outlined on the direct sales licence instruction sheet.
2. Make arrangements for the marketing plan to be reviewed by Industry Canada. Submit the complete marketing plan to Industry Canada, Competition Bureau, Marketing Practices Branch, Place du Portage, Phase 1, 17<sup>th</sup> Floor, Hull, Quebec, K1A 0C9 (tel. 1-800-348-5358) requesting a review as to whether the plan is in compliance with the *Competition Act*. Request a duplicate copy of the Industry Canada opinion be forwarded directly to the Registrar at this office.
3. Provide a complete description of the goods or services marketed by the applicant. Include any catalogues and details on agreements that exist with suppliers if applicable.
4. List the names and addresses of all principals of the applicant corporation.
5. Provide a business plan indicating the applicant's projected sales volumes in the province of Saskatchewan. Indicate all jurisdictions in which the applicant is currently conducting business.
6. If not requesting a salesperson exemption (see instruction sheet), outline the method established to ensure all representatives (distributors) conducting direct sales will obtain licensing in Saskatchewan.

**Renewals:** MLM applicants submitting for the renewal of a direct seller's licence are not required to provide a copy of the marketing plan, business plan or letter of compliance from Industry Canada unless so requested by the Registrar, **or there has been a notable change in the plan since the last application.**

## INFORMATION BULLETIN

The Direct Sellers Act**Content of a Direct Sales Contract**

Section 8 of the regulations states that a written direct sales contract is to clearly set out the following: (emphasis in **bold** are mine)

- a) the name and address of the purchaser;
- b) the name, business address, telephone number and, where applicable, facsimile number of the vendor.
- c) **the name of the salesperson printed or signed in a legible manner** to allow the salesperson's name to be determined by the purchaser.
- d) the date on which the direct sales contract is signed and the place in which the direct sales contract is made;
- e) a **detailed description of the goods or services that readily identifies the goods or services sold to the purchaser;**
- f) a statement of cancellation rights that conforms with the requirement set out in section 9 (see attached);
- g) **an itemized purchase price for the goods or services;**
- h) the total amount payable under the direct sales contract;
- i) the terms and conditions of payment;
- j) in the case of a direct sales contract for the future supply of goods or the future supply of services or both:
  - (i) the **supply date** for the goods or the commencement date for the supply of services or both;  
and
  - (ii) the **completion date** for the supply of services or the supply of services and goods;
- k) where credit is extended or arranged by a direct seller:
  - (i) a statement of any security taken for securing payment of the purchaser's debt obligations, and
  - (ii) the cost of credit, in accordance with *The Cost of Credit Disclosure Act* and the regulation made pursuant to that Act;
- l) where goods are accepted as a trade-in, a description of and the value of the trade-in:

## Information Bulletin - *The Direct Sellers Act* (continued)

- m) the signature of the purchaser and the direct seller;
- n) where the vendor is a direct sales contractor:
  - (i) **a detailed description of the quality and type of materials to be used under the contract;**  
and
  - (ii) **the services and work to be carried out under the contract.**

Discussion – as a contract, you must be sure to clearly spell out on the contract the quality and type of material being used and the actual service and work to be carried out.

**NOTE: If the contract does not contain the information required, it is subject to cancellation upon written notice by the purchaser within one year after the day on which the purchaser entered into the contract.**

**The contract is also subject to cancellation for up to one year if the goods or services to be supplied under the contract are not supplied to the purchaser within 30 days after the supply date specified in the contract. The purchaser loses this cancellation right if he accepts delivery of goods or supply of services after the 30 day period.**

Please feel free to contact a Consumer Protection Division Investigator at 787-5550 or toll-free at 1-877-880-5550 if any clarification is required.

October 2011

# Application for Direct Seller Vendor Licence

Licence fee(s): (1-year term)

**\$600 vendor exempt salespeople**

**\$300 with salespeople**

**\$125 salesperson**

**\$125 individual vendor and no other salespeople**

Make cheque payable to the Minister of Finance or complete credit card information (attached) \$10 service charge for any cheque returned from your financial institution.

1. **Business Name** – must be an active registration with the Corporate Registry of Information Services Corporation

Please print

2. Legal Name (**select A, B or C which ever applies**) - Please print

A. Corporation Name – must be an active registration with the Corporate Registry of Information Services Corporation

B. Sole Proprietorship – must be legal name

- C. Partnership – names of **all** partners – must be legal name  Check (✓) if additional pages are used.

<i>i</i>
<i>ii</i>
<i>iii</i>
<i>iv</i>
<i>v</i>

## Application for Direct Seller Vendor Licence

3. Location of the business  
(include the full civic address, postal code **OR** legal land description, including R.M. name and number.)

Location:	
Phone:	Email:
Fax:	Website:

4. Designated mailing address for correspondence from this office OR Same as #3 – Yes   
(include the full address, postal code, a box number is acceptable)

Mailing Address:
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5. Saskatchewan address for the servicing of legal documents (location of the business or the mailing address may be used). If using an address other than your business address, include the name of the person/law firm as well as their location or mailing address. (include the full address, postal code, or legal land description, including R.M. name and number)

Address for servicing of legal documents		
Phone:	Fax:	Email:

- 6 (a) The vendor requests approval to sell the following goods or services. Include brochures, sales literature and price lists upon initial application for licensing.

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- (b) The total price of goods or services on average sale to a purchaser (Canadian funds) \$



# Application for Direct Seller Vendor Licence

7. During the past ten years, has the sole proprietor, any partner, or director/officer of the corporation had a business licence refused, suspended or cancelled under the laws of any province, territory, state or country?

No  Yes  (If "yes", attach details).

8 (a) Has the sole proprietor, any partner, or any director/officer of the corporation been convicted of a criminal offence within the previous 10 years? No  Yes  (If "yes", attach details).

(b) Has the designated official been convicted of a criminal offence within the previous 10 years?

No  Yes  (If "yes", attach details).

Statements respecting criminal records are subject to verification.

9. Name(s) of the person(s) appointed to authorize sales agent's applications where such agents act on behalf of the licensed vendor. Provide name(s) and sample signature(s) of authorizing person(s):

First Name (please PRINT)	Last Name	Signature

10. **AUTHORIZATION FOR CRIMINAL RECORD CHECK** - include Maiden Names separately if applicable

**To be completed by all partners, directors or officers other than the applicant:**

I authorize the Registrar or his designate to obtain a criminal record check during the time of application, or period of licence granted pursuant to this application and any renewals:

Check (✓) if additional pages are used.

Legal Name	Place of Birth	Date of Birth (yyyy/mm/dd)	Signature

**Any false or material misstatements in this application or in any of the accompanying material submitted may result in a refusal, suspension or cancellation of the licence and prosecution as an offence.**

# Application for Direct Seller Vendor Licence

## DECLARATION

I solemnly declare that the information provided by me in this application is true, and I make this solemn declaration conscientiously believing it to be true and knowing that providing false information may result in sanctions and licence cancellation.

I hereby authorize the Consumer Protection Division to collect additional information from other government regulators and law enforcement agencies, as well as former and current employers (if applicable), to complete and verify information provided in this form.

I will provide the Consumer Protection Division with written notice, when any changes occur that affect or change the information on the application.

I also hereby consent to the Consumer Protection Division sharing information collected under this application and *The Direct Sellers Act* with regulating authorities in other jurisdictions.

Signed:

\_\_\_\_\_  
Print name of Applicant

Dated \_\_\_\_\_, \_\_\_\_\_

}

\_\_\_\_\_  
Signature of Applicant  
(must be signed by a person authorized  
to sign on behalf of the business )

**If the application is not completed properly, or if any of the information requested is not included, processing delays may result.**

**“Note to Insurance Company “**  
Wording of the bond must be exactly as stated on this sample

# Penal Bond Wording

## *The Direct Sellers Act*

Bond No. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS,**

that \_\_\_\_\_ as Principal  
(hereinafter called the Principal))

and, \_\_\_\_\_ as Surety  
(hereinafter called the Surety)

are held and firmly bound unto Her Majesty the Queen in right of Saskatchewan (hereinafter called the Obligee) in the penal sum of \_\_\_\_\_ dollars of lawful money of Canada, to be paid unto the Obligee, her successors and assigns, for which payment well and truly to be made, we jointly and severally bind ourselves, our executors, administrators, successors and assigns firmly by these presents.

**SEALED** with the respective seals of the Principal and of the Surety and dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**NOW THE CONDITION** of the obligation is such that if the said obligation does not by reason of act, matter or thing at any time hereafter become or to be forfeit under *The Direct Sellers Act*. then the said obligation shall be void but otherwise shall be and remain in full force and effect and shall be subject to forfeiture as provided by the said Act.

**PROVIDED** that if the Principal or Surety at any time gives notice in writing to the Registrar of *The Direct Sellers Act* of intention to terminate the obligation hereby undertaken then this obligation shall cease and determine in respect only of any act, matter or thing taking place, arising or done subsequent to twenty-seven calendar months after receipt by the Registrar of such notice.

**PROVIDED FURTHER** that if such notice has been given, any claim hereunder shall be made on the Surety before the expiration of the aforesaid twenty-seven months.

**AND PROVIDED FURTHER** that no proceeds of this bond shall be paid to any person in respect of a contract entered three calendar months or more after receipt by the Registrar of any such notice.

**SIGNED, SEALED AND DELIVERED** )  
) )  
in the presence of )  
) )  
) )  
\_\_\_\_\_ )  
Witness )

\_\_\_\_\_  
\_\_\_\_\_  
Principal(s)  
(sole proprietor, all partners,  
or Director of the Corporation)

**SIGNED, SEALED AND DELIVERED** )  
) )  
) )  
\_\_\_\_\_ )  
Surety )

\_\_\_\_\_ (Seal)  
Surety

# Salesperson Licence Application

**Licence fee \$125 (1-year term)**

Make cheque payable to the Minister of Finance or complete credit card information on the enclosed payment authorization form. \$10 service charge for any cheque returned from your financial institution.

1. I hereby apply for a licence under *The Direct Sellers Act*.

First Name of Applicant	Middle Name of Applicant	Last Name of Applicant

Maiden Name if applicable

Maiden Name

2. State the name of the direct seller vendor for which you intend to act as a salesperson.

3. a) Applicant's Date of Birth

b) Applicant's Place of Birth

yyyy	mm	dd
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city	province	country
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c) Applicant's Gender    Male     Female

d) Applicant's Full Residential Address *(include postal code, telephone number, and email address, if any)*

Residential Address:		
Phone:	Fax:	Email:

e) Has the applicant been convicted of a criminal offence under the Criminal Code of Canada within the previous 10 years?

No     Yes     If yes, attach details.

4. **AUTHORIZATION FOR CRIMINAL RECORD CHECK (To be completed by the Applicant)** - include Maiden Name above if applicable

I authorize the Registrar or his designate to obtain a criminal record check during the time of application, or period of licence granted pursuant to this application and any renewals:

<b>Name</b> (please PRINT)	<b>Signature</b>

[Redacted]

## Salesperson Licence Application

5. Authorization of Application by Sponsoring Company/Business

The following grants authorization for the above named individual to represent the direct seller vendor:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature of licensee representative (sole proprietor, a partner or authorized official of the corporation)

\_\_\_\_\_  
Date

**Any false or material misstatements in this application or in any of the accompanying material submitted may result in a refusal, suspension, or cancellation of the licence and prosecution as an offence.**

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I also hereby consent to the Consumer Protection Division sharing information collected under this application and *The Direct Sellers Act* with regulating authorities in other jurisdictions.

Signed:

Dated \_\_\_\_\_, \_\_\_\_\_

}

\_\_\_\_\_  
Signature of Applicant

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# Payment Authorization

I, \_\_\_\_\_ authorize the

Consumer Protection Division to charge \$ \_\_\_\_\_ to my credit card.

Visa

Mastercard

\_\_\_\_\_  
Name appearing on card

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Card No.

MM YY

Expiry Date

\_\_\_\_\_  
Signature of Card Holder

\_\_\_\_\_  
Date

Please include with your supporting documents.

