# Draft by-law amending mainly Language of Trade Regulations and business





#### **Presentation outline**

- 1. Public display of trademarks and company names
- 2. Product trademarks
- 3. Instructions for use on a product
- 4. Contracts

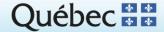




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# Public signage trademarks and company names

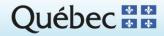




### **Display rules**

Target element	Current situation 3 different rules	At June 1 <sup>er</sup> 2025 Harmonization of rules
Public display	Clear predominance of French (art. 58 of the <i>Charter</i> )	
Displaying trademarks	Sufficient French language skills (art. 25.1 RLCA)	Clear predominance of French
Name display companies	Generic or descriptive in French without mention of size (art. 68 of the <i>Charter</i> )	





### Changes

A single regulation combining the regulations dealing with display:

- Règlement précisant la portée de l'expression " de façon nettement prédominante " pour l'application de la Charte de la langue française (R-11)
- Language of Commerce and Business Regulations

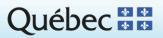




### Changes Definition of "net predominance

Current situation	At June 1 <sup>er</sup> 2025
<ul> <li>In the case of a single poster</li> <li>The space devoted to the French text is at least twice as large as the devoted to the text in another language.</li> <li>The characters used in the French text are twice as large as those used in the text in another language.</li> <li>Other display features don't reduce impact visual text in French.</li> </ul>	For all displays  A display where French is clearly predominant is one where the French text has a much greater visual impact than that in another language, i.e.:  that it takes up twice as much space in the same visual field;  that it is permanent and visible and is easy to read;  that, when it includes a trademark or company name in a language other than French, these are accompanied by terms in French, such as a generic, a descriptive or a slogan.
<ul> <li>In the case of separate posters of the same size</li> <li>Posters in French are at least twice as numerous as those in other languages.</li> <li>The characters used in text written in French are at least as large as those used in text written in another language.</li> <li>Other display features don't reduce impact visual text in French.</li> </ul>	
<ul> <li>In the case of separate posters of different sizes</li> <li>Posters in French are at least as numerous as those in other languages.</li> <li>Posters in French are at least twice as large as those in other languages.</li> <li>The characters used in French are at least twice as large as those used in English. used in another language.</li> <li>Other display features don't reduce impact visual text in French.</li> </ul>	





## Changes Definition of "from outside the premises."

The definition of "from outside the premises" applies to the display of trademarks and company names (as of June 1<sup>er</sup> 2025).

A sign visible from outside the premises is a sign located :

- outside an enclosed or unenclosed space;
- on a building;
- inside a shopping mall;
- on another independent structure, including the pylon sign.





# "Clear predominance": examples of changes

Trademark accompanied by a generic









# "Clear predominance": examples of changes

Trademark with slogan









# "Clear predominance": examples of changes

#### **Generic company name**







### The regulations allow:

- offer flexibility to companies by correction;
- reduce costs for companies, because it is possible to maintain the existing display;
- provide clear requirements for better understanding;
- promote transition using concepts that companies are already familiar with;
- respect the integrity of trademarks and company names.





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### **Product trademarks**





### **Rules for products**

Target element	Current situation	June <sup>1,</sup> 2025 Harmonization of rules
Product inscriptions	Must all be in French.	No change.
Trademark including a generic or a description	Can only be used in another language.	A generic or descriptor included in a trademark must be in French. A product manufactured before June <sup>1,</sup> 2025 whose trademark has no French version may continue to be sold or distributed until June <sup>1,</sup> 2027.
Trademark	Recognized by law.	A registered trademark. Such a trademark shall be deemed to be a registered trademark or a trademark pending registration.

### Clarifications in the regulations

- Definition of "on a product
   Its container, packaging and any document or object that accompanies
- Definition of "generic
   One or more words describing the nature of the product
- Definition of "descriptive
   One or more words describing the product's features
- Clarification that the French text is equivalent to the text in another language and that it is accessible under similar conditions





# Trademarks on products Examples of changes









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# Instructions for use on a product





# Target rule for operating instructions on products

Target element	Current situation	When the regulation comes into force
Instructions on a product	Engraved, baked or inlaid markings on a product from outside Quebec may only be in a language other than French, unless they concern safety.	· · · · · · · · · · · · · · · · · · ·





### Instructions for use Examples of changes







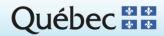




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### **Contracts**





### Membership contract

Definition of "adhesion contract

Contract with clauses imposed by the parties involved, which cannot be negotiated (electricity supply, insurance policy, telephone service, etc.).

Charter requirements

Mainly concerns membership contracts.

Over-the-counter contracts, whether or not they include standard clauses, can be drawn up in the language chosen by the parties, if this is their express wish.

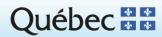




#### **Rules**

Target element	Before June 1 <sup>er</sup> 2023	Since June 1 <sup>er</sup> 2023
Membership contract	Must be in French.  May be drafted in a language other than French if this is the express wish of the parties.	Must be written in French and given to the member.  After delivery of the French version, a version may be drafted
		in a language other than French if this is the express wish of the parties.
		Exceptions to take into account the reality of certain sectors and their challenges.





### **Principles**

- The contract must be given to the member in French. A version of the contract in another language may also be provided (at the express wish of the parties).
- Documents relating to a contract will be in the language of the contract.
   chosen by the member.
- Certain contracts used in relations outside Quebec are not covered by the obligation to provide the member with the French version.
- Exceptions are made for policies that :
  - have no equivalent in Quebec;
  - ✓ come from outside Quebec or are not widely used.

Fonts that meet these criteria may only be written in a language other than French. There is no obligation to produce and submit a French version.





# Obligation to deliver the French version of the contract

#### Is satisfied when concluding a contract by telephone:

- if the contract is to take effect immediately and the subscriber does not have the necessary <u>technological tools</u> providing access to the applicable standard clauses of this contract;
- or if the subscriber has previously consulted the <u>applicable standard clauses</u> drafted in French by <u>technological means</u>.

### Is satisfied when a contract is concluded by means of technology:

when the applicable standard clauses, in French, are given to the member.



### **Examples of technological resources**

#### Website

For online transactions, for example on the website of a company operating in Quebec, the obligation to deliver the contract in French is fulfilled when the subscriber has the opportunity to consult the contract in French on the French version of the website, and on the version of the website in another language, it is also possible to consult the French version of the contract before entering into a contract in another language.

#### E-mail

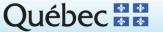
gouvernement

The obligation to deliver the contract in French is fulfilled when the member has received the contract by e-mail and has been able to consult it in French before concluding a contract in another language.

#### Text message

The obligation to deliver the contract in French is fulfilled when the subscriber received a text message and was able to consult the contract online.

before concluding a contract in another language.



### Thank you for your attention.



