

2014 Bill 6

Third Session, 28th Legislature, 63 Elizabeth II

THE LEGISLATIVE ASSEMBLY OF ALBERTA

BILL 6

STATUTES AMENDMENT ACT, 2014 (NO. 2)

THE MINISTER OF AGRICULTURE AND RURAL DEVELOPMENT

First Reading

Second Reading

Committee of the Whole

Third Reading

Royal Assent

BILL 6

2014

STATUTES AMENDMENT ACT, 2014 (NO. 2)

(Assented to _____, 2014)

HER MAJESTY, by and with the advice and consent of the
Legislative Assembly of Alberta, enacts as follows:

Dairy Industry Omnibus Act, 2002

Repeals SA 2002 c11

1 Section 1(2) to (26) of the *Dairy Industry Omnibus Act, 2002*
are repealed.

Farm Implement Act

Amends RSA 2000 cF-7

2(1) The *Farm Implement Act* is amended by this section.

(2) The title of the Act is repealed and the following is
substituted:

FARM IMPLEMENT AND DEALERSHIP ACT

(3) Section 1 is amended by adding the following after clause
(i.1):

(i.2) “person” includes a partnership, corporation, association
or other organization;

(4) The following is added after section 1:

Part 1 Farm Implements

Explanatory Notes

Dairy Industry Omnibus Act, 2002

1 Repeals chapter 11 of the Statutes of Alberta, 2002. Section 1(2) to (26) are transitional provisions.

Farm Implement Act

2(1) Amends chapter F-7 of the Revised Statutes of Alberta 2000.

(2) The title presently reads:

FARM IMPLEMENT ACT

(3) Adds definition from Farm Implement Dealerships Act.

(4) Heading added as Act will have 3 Parts.

(5) Section 2(1) is amended

- (a) by repealing clause (a)(i);**
- (b) by adding the following after clause (a):**
 - (a.1) by a person by sale by public auction;
- (c) in clause (d) by striking out “23 and 24” and substituting “30.3 and 30.4”.**

(6) Section 5(1) is amended

- (a) by adding “engine” after “state the net”;**
- (b) by striking out “the power” and substituting “the net engine power”.**

(7) Section 6(1) is amended by striking out “an agreement” and substituting “a sale agreement”.

(5) Section 2(1) presently reads:

2(1) This Act does not apply to a sale of a farm implement

(a) by a farmer

(i) by sale by public auction, or

(ii) in the ordinary course of the farmer's farming operations;

(b) by an executor or administrator;

(c) by a public official acting under judicial process;

(d) to a dealer or distributor, except as provided in sections 23 and 24.

(6) Section 5 presently reads in part:

5(1) A sale agreement for a new farm implement that is an engine or motor or has an engine or motor as a composite part of it shall state the net power of the farm implement as shown in the manufacturer's specifications or advertising, and that farm implement is deemed to be warranted as being capable of developing the power as stated in the sale agreement if it is properly used and maintained and used under reasonable operating conditions.

(7) Section 6(1) presently reads:

6(1) Notwithstanding anything contained in an agreement or other document, every new farm implement sold is deemed to be warranted to be

(a) made of good material,

(b) properly constructed as to design and workmanship,

(c) in good working order,

(d) capable of performing under reasonable operating conditions and with proper use and maintenance the work for which it is intended in a satisfactory manner, and

(e) designed and constructed so as to ensure reasonable durability with proper use and maintenance and under reasonable operating conditions.

(8) Section 7 is amended

(a) by adding the following after subsection (3):

(3.1) The Minister may publish the following information received through a notice referred to in subsection (2) for the purpose of assisting a purchaser in choosing what farm implements to purchase, and no liability results from the publication if it was made in good faith:

- (a) the make, model and serial number of the farm implement;
- (b) the date the Minister received the notice referred to in subsection (2).

(b) by adding the following after subsection (5):

(5.1) The purchaser is not responsible for the costs of providing, or any other costs of, a substitute farm implement referred to in subsection (5).

(9) Section 8 is amended

(a) in subsection (1) by striking out “in the agreement” and substituting “in the sale agreement”;

(b) by adding the following after subsection (2):

(2.1) Subject to subsection (2.2), if a dealer or distributor is unable, or knows or reasonably believes that the dealer or

(8) Section 7 presently reads in part:

(2) When a new farm implement that is properly used and maintained and used under reasonable operating conditions fails to perform the work for which it is intended in a satisfactory manner during

(a) any of the first 10 days of actual use of the farm implement, whether or not those days are consecutive, or

(b) the first 50 hours of actual use of the farm implement, whether or not that period is continuous,

whichever occurs first, from the time the farm implement is first used within the first normal season of use after it is delivered to the purchaser, the purchaser may, within that season, give notice under subsection (3) of the farm implement's failure to perform that work.

(3) A notice referred to in subsection (2) must be in writing and must be given to the Minister, the distributor and the dealer as soon as is reasonably possible after the failure occurs.

(4) On receiving notice under subsection (3), the dealer or distributor shall, not later than 7 working days during which reasonable operating conditions exist for that farm implement after the date on which the dealer or distributor received the notice, endeavour to make the farm implement perform in a satisfactory manner.

(5) If the dealer or distributor fails to make the farm implement perform in a satisfactory manner pursuant to subsection (4), the dealer or distributor shall, within 48 hours after the expiry of the period stated in subsection (4), provide the purchaser with a satisfactory substitute farm implement for the purchaser's use until the purchaser's farm implement is made to perform in a satisfactory manner.

(9) Section 8 presently reads:

8(1) Notwithstanding anything contained in the agreement, every sale agreement of a new farm implement is deemed to contain a warranty that a sufficient supply of repair parts for the farm implement will be made available for a period of 10 years from the date of the agreement.

distributor will be unable, to deliver repair parts in accordance with subsection (2),

- (a) the dealer or distributor shall advise the purchaser of the inability or likely inability to deliver the repair parts in accordance with subsection (2),
- (b) the dealer or distributor shall arrange for the provision of a substitute farm implement, acceptable to the purchaser, until the repair parts are made available to the purchaser, and
- (c) the dealer or distributor and the purchaser shall each be responsible for 50% of the rental cost of the substitute farm implement.

(2.2) If the purchaser does not wish to accept a rented substitute farm implement, the purchaser must advise the dealer or distributor of that fact within a reasonable time of the dealer or distributor advising the purchaser under subsection (2.1)(a).

(2.3) Despite subsection (2.2), any agreement between the purchaser and the dealer or distributor for the dealer or distributor not to provide a rental substitute farm implement does not relieve the dealer or distributor from obtaining repair parts within a reasonable time.

(10) Section 13 is amended

- (a) **by striking out** “signs an agreement to purchase a farm implement” **and substituting** “intends to purchase a farm implement and signs a sale agreement”;
- (b) **in clause (b) by striking out** “taken” **and substituting** “accepted”.

(11) Section 18 is amended by adding “net engine” **before** “power” **wherever it occurs.**

(2) Repair parts must be made available to the purchaser within the time determined in accordance with the regulations after a request for them is made to the distributor or dealer but neither the distributor nor the dealer is responsible for any delay in delivering a required part that is due to circumstances beyond the distributor's or dealer's control.

(3) New repair parts that are purchased from a dealer and are supplied by the same distributor who supplied the farm implement for which they are intended are deemed to be warranted to be free from defects as to material and workmanship for a period of 90 days from the date that the repair part is first used by the purchaser in the first normal season of use.

(10) Section 13 presently reads:

13 A person who signs an agreement to purchase a farm implement is not bound by the agreement until

(a) the agreement is signed by the dealer or by a representative authorized to bind the dealer, or

(b) the person has taken delivery of the farm implement under the agreement,

whichever occurs first.

(11) Section 18 presently reads:

18 Notwithstanding section 17, if pursuant to section 5 a sale agreement states the amount of power that a farm implement is capable of developing and, in breach of the warranty provided by

(12) Sections 23 and 24 are repealed.

(13) Section 26 is amended

- (a) in subsection (1.2)(c) by striking out “on and after January 1, 2004,”;**
- (b) by repealing subsections (2), (2.1) and (3) to (7).**

section 5, that farm implement is not capable of developing that amount of power, an action may not be maintained against the dealer who was a party to that sale agreement if that dealer relied in good faith on a written representation of the distributor or manufacturer that the farm implement was capable of developing that amount of power.

(12) Sections 23 and 24 relocated with changes as sections 30.3 and 30.4.

(13) Section 26 presently reads in part:

(1.2) A person who wishes to obtain a licence must

- (a) apply to the Minister in the form provided for in the regulations,*
- (b) pay the licence fee prescribed in the regulations, and*
- (c) on and after January 1, 2004, pay any levy and pay an assessment, if required, for the Fund.*

(2) A licence must not be issued under this Act unless the applicant furnishes to the Minister a bond in favour of the Crown in right of Alberta

- (a) in the form prescribed in the regulations, and*
- (b) in an amount prescribed by the Minister.*

(2.1) Despite subsection (2), on and after January 1, 2004 a bond is not required for a licence to be issued but the applicant must pay a levy and, if required, must pay an assessment.

(3) The Minister may at any time before January 1, 2004 require a licensee to furnish a bond in a greater amount than that already furnished under subsection (2).

(4) When a bond furnished under this section is forfeited, the proceeds must be used to the benefit of persons who have claims against the licensee that are accepted by the Minister in accordance with the terms of the bond and must be paid out by the surety on the direction of the Minister in accordance with the terms of the bond.

(5) A bond furnished to the Minister under subsection (2) terminates on December 31, 2003.

(14) Section 30(g), (j) and (n) are repealed.

(15) Section 30.1 is repealed.

(6) When a bond is terminated under subsection (5) the bond issuer must pay back to the licensee the premium attributable to the unused portion of the bond, and the bond issuer shall not assess a penalty against the licensee with respect to the termination of the bond.

(7) If a claim arises from when a bond was in effect, the claim must be dealt with in accordance with subsection (4).

(14) Section 30(g), (j) and (n) presently read:

30 The Lieutenant Governor in Council may make regulations

(g) prescribing forms of bonds for the purposes of section 26;

(j) prescribing the rate of interest for the purposes of section 23(4);

(n) governing any matter in connection with or incidental to section 23 or 24;

(15) Section 30.1 presently reads:

30.1(1) The Lieutenant Governor in Council may make regulations

(a) respecting the termination of bonds under section 26(5);

(b) providing for the transition from bonds to levies and assessments;

(c) despite section 39, setting levies and assessments to be paid in 2004;

(d) respecting any other matter necessary to give effect to sections 34 to 42 in accordance with their intent or to supply any deficiency in them.

(2) A regulation made under subsection (1) may be made retroactive to the extent set out in the regulation.

(3) A regulation made under subsection (1) is repealed on the earliest of

(a) the coming into force of an amendment that adds the subject-matter of the regulation to this Act;

(16) The following is added before section 31:

Part 2 Dealership Agreements

Definitions

30.2 In this Part,

- (a) “Court” means the Court of Queen’s Bench;
- (b) “dealership agreement” means an agreement between a distributor and a dealer that sets out the legal rights and obligations of the parties to the agreement;
- (c) “terminate”, with respect to a dealership agreement, means to terminate, cancel, fail to renew or to extend, or substantially change the competitive circumstances of the dealership agreement.

Repurchase by distributor

30.3(1) In this section,

- (a) “distributor-approved demonstrator implement” means a farm implement that was
 - (i) approved in writing by the distributor to be used by the dealer as a demonstrator, and
 - (ii) used by the dealer as a demonstrator;
- (b) “notice to purchase” means the notice to purchase referred to in subsection (2);
- (c) “required supplementary materials” means signs, computer hardware, computer software, service manuals

(b) the coming into force of a regulation that repeals the regulation made under subsection (1);

(c) 2 years after the regulation comes into force.

(4) The repeal of a regulation under subsection (3)(b) or (c) does not affect anything done, incurred or acquired under the authority of the regulation before the repeal of the regulation.

(16) Repurchase by distributor, distributor to furnish information, prohibitions on distributors, application to Court to terminate, termination for cause, termination by mutual agreement, certain provisions void, remedies, regulations, applicability of Part. Adds heading before section 31.

and special tools obtained from and required by the distributor;

- (d) “unused farm implement” means
- (i) a distributor-approved demonstrator implement,
 - (ii) a farm implement that is not a used farm implement, whether or not it has received pre-delivery services,
 - (iii) a farm implement returned to the distributor or dealer following the giving of a notice in respect of that farm implement under section 7,
 - (iv) a farm implement that is not a used farm implement and that is transferred from one dealer to another dealer with the knowledge of the distributor;
- (e) “unused part” means a part or parts assembly that has not been used, but does not include
- (i) a part that has been broken or damaged,
 - (ii) a parts assembly that is incomplete and cannot be completed at reasonable expense as provided for in subsection (11)(a),
 - (iii) a part or parts assembly that has been removed from a farm implement and replaced at no cost to the dealer for parts under a modification or warranty substitution program, or
 - (iv) a seal or hose made of rubber, a gasket made of cork or a composition of materials, a seal made of leather, a liquid chemical that has deteriorated and is of limited use, or paint;
- (f) “used farm implement” means a farm implement, other than one referred to in clause (d), that has been operated for a distance or for a period of time in excess of the distance or time required to deliver it to the dealer and to enable the dealer to service, prepare and operate it for the purposes of sale.

(2) A dealer may, within 90 days after the day a dealership agreement expires or is terminated by the dealer or the distributor for any reason, give to the distributor a written or printed notice to purchase containing a request by the dealer that the distributor purchase all the unused farm implements and unused parts obtained from or required by the distributor pursuant to the dealership agreement and required supplementary materials.

(3) If a notice to purchase is given to the distributor in accordance with subsection (2), the distributor shall, subject to this Part and the regulations, purchase from the dealer

- (a) all the unused farm implements obtained from the distributor,
- (b) all unused parts purchased as parts obtained from the distributor,
- (c) all signs carrying the distributor's current logo obtained from and required by the distributor within 5 years before the expiration or termination of the dealership agreement,
- (d) all computer hardware obtained from and required by the distributor within 2 years before the expiration or termination of the dealership agreement and used exclusively to do business with the distributor,
- (e) all computer software obtained as required by the dealer within 2 years before the expiration or termination of the dealership agreement and used exclusively to do business with the distributor,
- (f) all service manuals obtained from and required by the distributor within 2 years before the expiration or termination of the dealership agreement, and
- (g) all special tools obtained from and required by the distributor within 2 years before the expiration or termination of the dealership agreement and used exclusively for servicing the distributor's products.

(4) A distributor shall pay to a dealer

- (a) for each unused farm implement as listed on the original invoice for that farm implement, an amount equal to the sum of
 - (i) 100% of the invoice price less any discounts allowed by the distributor, and
 - (ii) transportation costs paid by the dealer from the point of manufacture of the farm implement to the dealer's place of business, as evidenced by an invoice of the carrier of the farm implement,

and

- (b) for each unused part
 - (i) 90% of the current net price if the dealership agreement is terminated by mutual agreement of the distributor and the dealer,
 - (ii) 90% of the current net price if the dealership agreement is terminated by the dealer, or
 - (iii) 100% of the current net price if the dealership agreement expires or is terminated by the distributor,

together with interest at the rate prescribed in the regulations on any amount payable, calculated from the first day of the 2nd month following the day the amount becomes due and owing.

(5) Subject to subsection (6), a distributor shall pay to a dealer 50% of the invoice price for required supplementary materials.

(6) If a dealer did not use a special tool or service manual, the distributor shall pay to the dealer 100% of the invoice price less any discounts allowed by the distributor for each new, unused special tool and service manual.

(7) Subject to subsection (8), the amount payable by a distributor for an unused farm implement, an unused part or required supplementary materials becomes due and owing

- (a) on the day after the 90-day period referred to in subsection (12)(a)(ii), or

- (b) on the 30th day after the day the distributor removes all the unused farm implements, unused parts and required supplementary materials from the possession of the dealer,

whichever day occurs first.

(8) The due date for payment under subsection (7) and the 90-day period referred to in subsection (12)(a)(ii) may be extended

- (a) by agreement between the distributor and the dealer, or
- (b) by an order of the Court on the application of the distributor returnable on a day not later than 120 days after the day on which the distributor received the notice to purchase, if the Court is satisfied that the distributor's failure to remove all the unused farm implements, unused parts and required supplementary materials from the possession of the dealer was caused by circumstances beyond the distributor's control or by the fault of the dealer.

(9) In addition to any other remedy available to a dealer or distributor,

- (a) a dealer may recover an amount owing to the dealer under this section by a distributor by deduction from any amount the dealer owes to the distributor, and
- (b) a distributor may recover an amount owing to the distributor by a dealer by deduction from any amount the distributor owes to the dealer under this section.

(10) A distributor is not required to purchase any of the following:

- (a) an unused part that is not clearly identified either by means of a ticket or tag or box or other container or by an imprint on the part itself;
- (b) an unused part that

- (i) is not listed in any distributor's price list or any distributor's authorized third-party supplier's current parts price list, and
 - (ii) is for use in a farm implement that was manufactured more than 10 years before the expiry or termination of the dealership agreement;
- (c) required supplementary materials that are related to the use of a farm implement that was manufactured more than 10 years before the expiry or termination of the dealership agreement;
 - (d) an unused part or required supplementary materials specially ordered by the dealer from the distributor on the understanding, in writing and signed by or on behalf of the dealer, that the part or the required supplementary materials were not returnable to the distributor;
 - (e) an unused farm implement, unused part or required supplementary materials that are subject to a lien, charge, encumbrance or mortgage in favour of a third party in an amount in excess of the amount that the distributor would otherwise be required to pay to the dealer for them under this section;
 - (f) an unused farm implement, unused part or required supplementary materials that have not been adequately prepared for shipment in accordance with subsection (12)(b) within the 90-day period referred to in subsection (12)(a)(ii) or any extension under subsection (8);
 - (g) an unused part, computer hardware, computer software or special tools in respect of which the dealer has not made reasonable use of a surplus or obsolete parts, hardware, software or tools return program, if any, offered by the distributor.
- (11)** A distributor may deduct from the amount the distributor is required to pay to the dealer under this section
- (a) an amount equal to the cost to the distributor of supplying and installing a replacement for any missing or damaged part at the current net price, including a

reasonable charge for necessary labour for the installation of the part, and

- (b) the amount of any liens, charges, encumbrances or mortgages in favour of third parties to which the unused farm implements, unused part or parts or required supplementary materials are subject.

(12) The dealer

- (a) is responsible for the care and custody of an unused farm implement, unused part or required supplementary materials that the distributor is required to purchase until
 - (i) the day the distributor removes the unused farm implement, unused part or required supplementary materials from the dealer's possession at the dealer's place of business, or
 - (ii) the day after the 90-day period that begins on the day the distributor receives the notice to purchase from the dealer, or if the 90-day period has been extended, the day the extension expires,

whichever day occurs first, and after that day the distributor is responsible;

- (b) is responsible for doing the acts necessary
 - (i) to adequately prepare each unused farm implement so that it is acceptable by a carrier for shipment from the dealer's place of business, and
 - (ii) to adequately package, crate or otherwise prepare all unused parts or required supplementary materials so that they are acceptable by a carrier for shipment from the dealer's place of business.

(13) A distributor shall pay for transportation costs for the removal of the unused farm implements, unused parts and required supplementary materials from the possession of a dealer.

(14) If unused farm implements, unused parts and required supplementary materials are not removed within the 90-day

period referred to in subsection (12)(a)(ii), the distributor shall pay to the dealer reasonable storage costs until the unused farm implements, unused parts and required supplementary materials are removed.

(15) Despite subsection (14), if the 90-day period referred to in subsection (12)(a)(ii) has been extended, the date for removal of unused farm implements, unused parts and required supplementary materials is extended to the date the extension expires.

(16) This section applies to a distributor and a dealer notwithstanding anything in a dealership agreement or any other contract or arrangement between the distributor and dealer, except that if a provision of the dealership agreement is more advantageous to the dealer than the provision of this section pertaining to the same subject-matter, the provision of the dealership agreement applies.

(17) Any waiver or release given by a dealer of the dealer's rights under this section is void.

Distributor to furnish information

30.4 A distributor shall, in accordance with a request of the Minister, furnish the Minister with

- (a) a copy of each dealership agreement in effect between the distributor and a dealer;
- (b) particulars of each unwritten agreement with any or all of the distributor's dealers;
- (c) a copy of a written agreement or particulars of an unwritten agreement with any or all of the distributor's dealers with respect to the return of farm implements or parts to the distributor.

Mandatory provisions

30.5 A dealership agreement must contain the following provisions:

- (a) a provision setting out which of the dealer and the distributor is responsible for providing, and paying the

costs of providing and any other costs of, a substitute farm implement referred to in section 7(5);

- (b) a provision setting out which of the dealer and the distributor is responsible for
 - (i) advising the purchaser under section 8(2.1)(a),
 - (ii) providing a substitute farm implement under section 8(2.1)(b), and
 - (iii) paying the 50% share of the costs of the dealer or distributor related to a substitute farm implement referred to in section 8(2.1)(c).

Prohibitions on distributors

30.6(1) This Part applies to dealership agreements despite any provision to the contrary in a dealership agreement.

(2) Subject to section 30.9, a distributor may terminate a dealership agreement only

- (a) with cause,
- (b) by obtaining an order of the Court, and
- (c) by complying with any terms imposed by the Court pursuant to section 30.7(2).

(3) A distributor shall not discriminate in the prices charged for a farm implement of similar grade and quality sold by the distributor to different dealers.

(4) A distributor shall not impose substantially different contractual requirements related to dealership agreements on different dealers.

(5) A distributor shall not discriminate against or penalize a dealer for carrying on business with another distributor in the dealer's facility or in a separate facility.

Application to Court to terminate

30.7(1) Subject to section 30.9, a distributor who wishes to terminate a dealership agreement must apply to the Court for a

determination as to whether or not the distributor has cause under section 30.8 to terminate the dealership agreement.

(2) If, on an application under subsection (1), the Court determines that the distributor has cause to terminate the dealership agreement, the Court must issue an order to terminate the dealership agreement and may impose any terms on the termination that the Court considers appropriate, including allowing the dealer the opportunity to remedy any default within any period the Court specifies.

Termination for cause

30.8(1) Subject to subsection (2), for the purposes of making a determination pursuant to section 30.7, any of the following constitutes cause to terminate a dealership agreement:

- (a) the dealer has made an assignment in bankruptcy, or has been petitioned into bankruptcy, and has not been discharged from bankruptcy;
- (b) the dealer's farm implement business is being dissolved or liquidated, or a substantial portion of the dealer's farm implement business is being liquidated and the liquidation materially affects the contractual relationship between the dealer and the distributor;
- (c) the dealer has defaulted under a security agreement between the dealer and the distributor, or there has been a revocation or discontinuance of a guarantee of the dealer's financial obligations to the distributor;
- (d) the dealer has failed to operate in the normal course of business for 14 consecutive days or has otherwise abandoned the business;
- (e) the dealer has pleaded guilty to or has been convicted of an offence affecting the contractual relationship between the dealer and the distributor;
- (f) the dealer has failed to substantially comply with the essential and reasonable contractual requirements imposed on the dealer by the dealership agreement and those requirements are not substantially different from the requirements imposed on other dealers;

(g) any other circumstances prescribed in the regulations.

(2) None of the following circumstances constitute cause to terminate a dealership agreement:

- (a) the change of executive management or ownership of the dealership, unless the distributor is able to show that the change is detrimental to the representation or reputation of the distributor's farm implements;
- (b) the refusal by the dealer to purchase or accept delivery of any farm implement or services from a distributor not ordered by the dealer unless the farm implement or services are necessary for the operation of a farm implement commonly sold by the dealer;
- (c) the distributor's desire for further market penetration, while recognizing that the distributor has the right to require the dealer to achieve, relative to other dealers, a reasonable performance level of sales of the distributor's farm implements;
- (d) the dealer's carrying on business with any other distributor in the dealer's facility or in a separate facility;
- (e) any other circumstances prescribed in the regulations.

Termination by mutual agreement

30.9 Nothing in this Part precludes a distributor and a dealer from terminating a dealership agreement by mutual agreement.

Certain provisions void

30.91 Subject to section 30.9, the following provisions in any dealership agreement are void:

- (a) any provision allowing termination of the dealership agreement without cause;
- (b) any provision requiring a dealer to deal exclusively with a distributor, so as to prevent the dealer from, or penalize the dealer for, carrying on business with any other distributor in the dealer's facility or in a separate facility;

- (c) any provision that limits, modifies or abrogates, or in effect limits, modifies or abrogates, any benefit or remedy pursuant to this Part.

Remedies

30.92(1) A dealer who considers that the dealer's dealership agreement with a distributor has been terminated in contravention of this Part may apply to the Court for relief.

(2) On an application pursuant to subsection (1), the Court may make any order that the Court considers appropriate in the circumstances, including the following:

- (a) an order awarding damages to the dealer for any loss resulting from the distributor's contravention of this Part;
- (b) an order enjoining the distributor from doing or continuing any act that contravenes this Part;
- (c) an order directing the distributor to reinstate a dealership agreement or restore any rights under a dealership agreement that have been terminated.

(3) This section applies despite any penalty that may be imposed on the distributor pursuant to this Part with respect to the distributor's contravention of this Part.

Regulations

30.93 The Lieutenant Governor in Council may make regulations

- (a) prescribing the rate of interest for the purposes of section 30.3(4);
- (b) governing any matter in connection with or incidental to section 30.3 or 30.4;
- (c) for the purposes of section 30.8(1), prescribing additional circumstances that constitute cause;
- (d) for the purposes of section 30.8(2), prescribing additional circumstances that do not constitute cause.

Applicability of Part

30.94 This Part applies to a dealership agreement that exists or is entered into on or after the date this section comes into force.

**Part 3
General**

(17) Section 32(1) is amended

(a) in subsection (1) by striking out “\$50 000” and substituting “\$100 000”;

(b) by adding the following after subsection (1):

(1.1) Each day that a contravention of section 30.6(2), (3), (4) or (5) continues constitutes a separate offence.

(18) The *Conflicts of Interest Act* is amended in Part 3 of the Schedule by striking out “Farm Implement Act” and substituting “Farm Implement and Dealership Act”.

(19) The *Farm Implement Dealerships Act*, SA 2001 cF-7.5, is repealed.

(20) This section comes into force on Proclamation.

Safety Codes Act

Amends RSA 2000 cS-1

3(1) The *Safety Codes Act* is amended by this section.

(2) Section 40 is amended

(a) by repealing subsection (1) and substituting the following:

Design registration

40(1) An Administrator or safety codes officer may register the design of any thing, process or activity that is required by this Act to be registered if the submitted design meets the requirements of this Act.

(17) Section 32(1) presently reads:

32(1) A person who contravenes this Act or the regulations is guilty of an offence and liable on summary conviction to a fine of not more than \$50 000.

(2) A prosecution for a contravention of this Act or the regulations may be commenced within one year after the date on which the offence is alleged to have been committed, but not afterwards.

(18) Amends chapter C-23 of the Revised Statutes of Alberta 2000. Reference to Act replaced with updated title.

(19) Repeals chapter F-7.5 of the Statutes of Alberta, 2001.

(20) Coming into force.

Safety Codes Act

3(1) Amends chapter S-1 of the Revised Statutes of Alberta 2000.

(2) Section 40 presently reads:

40(1) An Administrator may register the design of any thing, process or activity that is required by this Act to be registered if the submitted design meets the requirements of this Act and the Administrator is of the opinion that the design is safe.

(2) If this Act requires that the design of any thing, process or activity be registered, no person shall construct or manufacture the thing or undertake or operate the process or activity unless the design is registered.

- (b) **by repealing subsection (3) and substituting the following:**
- (3) If an application to have a design registered is refused
- (a) by an Administrator, the Administrator shall serve the applicant with a written notice of the refusal, or
- (b) by a safety codes officer, the safety codes officer shall serve the applicant with a written notice of the refusal.
- (c) **in subsection (4) by striking out** “is not safe or is obsolete” **and substituting** “does not meet the requirements of this Act or is unsafe”.

Workers’ Compensation Act

Amends RSA 2000 cW-15

4(1) The *Workers’ Compensation Act* is amended by this section.

(2) Section 1(1) is amended by adding the following after clause (u):

- (u.1) “personal information” means personal information as defined in the *Freedom of Information and Protection of Privacy Act*;

(3) Section 13.2(5) is repealed and the following is substituted:

- (5) Where a decision or determination is appealed, the Board shall provide to the Appeals Commission
- (a) the records and information, including personal information, relating to the claim or matter that is under appeal that are in the possession of the Board or the review body, and
- (b) the written reasons for the decision or determination.

(5.1) For the purpose of subsection (5), the Appeals Commission is authorized to collect and use the records and information referred to in subsection (5).

(3) If an Administrator refuses to register a design, the Administrator shall serve the applicant with a written notice of the refusal.

(4) If an Administrator is of the opinion that a registered design is not safe or is obsolete, the Administrator may deregister the design and shall as soon as practicable notify the person who submitted the design for registration.

(5) If a person's application to have a design registered is refused or if a person's registered design is deregistered, the person may appeal the refusal or deregistration to the Council in accordance with the Council's bylaws.

Workers' Compensation Act

4(1) Amends chapter W-15 of the Revised Statutes of Alberta 2000.

(2) Adds new definition.

(3) Section 13.2(5) presently reads:

(5) Where a decision or determination is appealed, the Board shall, on request, forward to the Appeals Commission

(a) the records and information in its possession relating to the decision or determination, and

(b) the written reasons for the decision or determination.

(5.2) The Board may enter into an agreement with the Appeals Commission respecting the manner in which the records, information and reasons required to be provided under subsection (5) are to be provided to the Appeals Commission, including by electronic means.

(4) Section 147 repealed and the following is substituted:

Confidentiality of information

147(1) No member of the board of directors, no officer or employee of the Board and no person authorized to make an investigation under this Act shall, except as provided in this section, disclose or allow to be disclosed any information that is obtained by that person in making the investigation or that comes to that person's knowledge in connection with the investigation.

(2) No member of the board of directors and no officer or employee of the Board shall, except as provided in this section, disclose or allow to be disclosed information respecting a worker or the business of an employer that comes to that person's knowledge or is in that person's possession as a member, officer or employee.

(3) Information referred to in subsections (1) and (2), including personal information, may be disclosed to

- (a) a person directly concerned, for a purpose the Board considers necessary to carry out the purposes of this Act, or
- (b) an agency or department of the Government of Canada, the Government of Alberta or the government of another province or territory, for a purpose the Board considers necessary to carry out the purposes of this Act or for any purpose in accordance with an enactment of Alberta, of another province or territory of Canada or of Canada that authorizes or requires the disclosure.

(4) Where a matter is being, or may be, reviewed under section 21(3), 46 or 120 or appealed under section 13.2, the following persons are entitled, on request, to receive, and the Board is authorized to disclose, copies of information, including

(4) Section 147 presently reads:

147(1) No member, officer or employee of the Board and no person authorized to make an investigation under this Act shall, except in the performance of that person's duties or under authority of the Board, divulge or allow to be divulged any information obtained by that person in making the investigation or that comes to that person's knowledge in connection with the investigation.

(2) No member or officer or employee of the Board shall divulge information respecting a worker or the business of an employer that is obtained by that person in that person's capacity as a member, officer or employee unless it is divulged under the authority of the Board to the persons directly concerned or to agencies or departments of the Government of Canada, the Government of Alberta or another province or territory.

(3) Notwithstanding subsections (1) and (2) and section 34(4), where a matter is being reviewed or appealed under section 46 or 120,

(a) the worker, or the worker's personal representative or dependant in the case of the death or incapacity of the worker, or the agent of any of them, and

(b) the employer or the employer's agent

are entitled to examine all information in the Board's files that is relevant to the issue under review or appeal, and those persons shall not use or release that information for any purpose except for the purpose of pursuing the review or appeal.

personal information, that is in the Board's possession and related to the claim or matter under review or appeal:

- (a) the worker, or the worker's personal representative or dependant in the case of the death or incapacity of the worker, or the agent of any of them;
- (b) the employer or the employer's agent;
- (c) a person with a direct interest in the claim or matter that is the subject of the review or appeal, or the agent of that person.

(5) Persons referred to in subsection (4) shall not use or disclose the information provided under that subsection for any purpose other than the review or appeal.

