

In May 2022, Bill 96 was officially passed by Québec's National Assembly and became law. The act, officially known as "An Act respecting French, the official and common language of Québec" recognizes French as the common language of Québec, Canada and is an amendment to the Charter of the French Language. Its purpose is to promote the use of the French language in the province and affirm that French is the common language of the Quebec "nation".

Sponsor: Jolin-Barrette, Simon, Minister Responsible for the French Language

Current Status: Passed by the Quebec National Assembly in May 2022. Supporting regulations are currently being drafted and will be released imminently followed by consultations.

Bill 96 strengthens the rules respecting when French is to be used by businesses operating in Québec and businesses transacting with Québec clients and customers setting out when French must be used by a business in its relations with Québec entities and individuals and when "a language other than French" may be used.

Key changes impacting business include:

1. Communications with customers and clients
 - Although the Charter always provided for a consumer's "*right to be informed and served in French*" now businesses which offer goods or services in Québec must inform and serve their clientele, both consumer and business clients, in French. This principle is now an express obligation which, if contravened, is an offence punishable by fines.
2. Contracts between private parties and related documents
 - Businesses **must present a French version of an adhesion contract to the adhering party** (whether a consumer or a business) **prior** to the other party **choosing to sign an English-only version**. A party may not require that the other party pay for a French version of an adhesion contract or related documents if that party is entitled to a French version.
 - Parties **may** still choose **to enter into an English-only** version of an adhesion contract but **only** if they have **first had the opportunity** to examine a **French version** of the contract. If the parties then choose to enter

into the contract exclusively in English, the related documents may be exclusively in English.

- Adhesion contracts are contracts whose main clauses have been stipulated by one party, i.e., that could not be negotiated. Examples of adhesion contracts) include employment contracts, collective agreements, insurance contracts, leases and co-ownership declarations.
- **Exempted adhesion contracts**

The following business adhesion contracts are exempted from the above rule if the adhering party has expressly asked that the contract be in English only:

 - Loan contracts, financial instruments and contracts whose object is the management of financial risks, including currency exchange or interest rate exchange agreements, contracts for the purchase or sale of options, or futures contracts. Contracts entered into with a person or company that carries on the activities of a clearing house. Contracts entered into on a platform for trading a derivative instrument referred to in the *Derivatives Act* (Québec), a security referred to in the *Securities Act* (Québec) or other movable property, provided, in the latter case, that it is not a consumer contract. An insurance policy if there is no French-language equivalent in Québec and it meets one of the following conditions: (a) it originates outside Québec; or (b) its use is not widespread in Québec and a contract used in relations outside Québec.
- **Contracts with standard clauses**
 - Like exempted adhesion contracts, contracts with standard clauses may be entered into in English only if the parties have expressed their wish to do so.
- **Related documents**
 - If the parties choose to enter an adhesion contract or contract with standard clauses exclusively in English, the related documents – such as invoices, receipts and acquittances (releases) – may be exclusively in English as well. Otherwise, there must be a French version of these related documents.
- **Consumer contracts**
 - The new rule is that the parties to a consumer contract may be bound by a version of this contract in English only if, after examining a French version of the contract, such is their express

wish. The documents related to this contract may then be drawn up exclusively in English.

- **Sanctions for Non-compliance**

- Sending an exempted adhesion contract or contract with standard clauses in English only to a party without that party having asked that it be in English only) may lead to a fine and/or order for compliance.
- **Other adhesion contracts:** if the non-compliance of the contract with the Charter causes prejudice to the adhering party, the contract may be declared null and void at the request of the person who suffers the prejudice or that person may claim damages instead.

3. External signage and commercial publicity (signs and posters)

- The current trademark exemption has been modified with new requirements if these signs and posters include the name of a business which includes a non-French expression. While French must be markedly predominant on public signs and posters visible from outside the premises the pre-existing regulation included an exemption for recognized non-French trademarks. The expression “markedly predominant” is defined by regulation and typically means twice as large or otherwise carrying more of a visual impact.
- This exemption will now be limited to marks that are **registered** under the federal *Trademarks Act*. Further, French must be markedly predominant on such signs and posters if they include (a non-French trademark or the name of business which includes an expression taken from a language other than French.

4. Inscriptions on products

- There must be a French version of everything on an inscription and on documents supplied with the product such as directions for use, warranty, etc. unless an exception applies. While another language may also be used it cannot have greater prominence than French or be available on more favourable terms.
- The current exemption permits that recognized English trademarks can be used on labels/documents supplied with a product has been modified to permit a registered non-French trademark to appear on a product, where there is no corresponding registered French version of the trademark. However, if a generic term/description of the product is included in the mark,

the generic term /description must appear in French on the product or on a medium that is permanently attached to it.

The changes in the trademark exemption for inscriptions come into force on June 1, 2025.

5. Contracts with the Québec civil administration

- Remaining the same, contracts with the Québec civil administration (Government of Québec, Québec government agencies, corporations fully owned by the Government, most municipalities, school bodies, and bodies in the health and social services network, among others) must be in French, subject only to limited exceptions. However exceptions include the following:
 - Contracts may be in English only when the Québec civil administration is contracting outside Québec. This exception is the same as in the current Charter.
 - Certain contracts may be in French and English including loan contracts, financial instruments and contracts whose object is the management of financial risks, certain international and intergovernmental agreements and agreements with First Nations.
- A non-compliant contract or instrument with the Québec civil administration may be held to be **absolutely null**, whether or not the contravention causes any prejudice, if the following three elements are all present:
 - An agency of the Québec civil administration is a party to the contract;
 - The provisions of the contract contravene any of sections 21 to 21.2 of the Charter, i.e., the Charter rules on the language of contracts with the Québec civil administration; and
 - The contract has no foreign element.

6. Employment & Workplace Obligations

- Businesses are now required to provide (much) more employment related documentation in French and (much) less emphasis on knowledge of a language other than French as a requirement for employment.
 - Under its current terms, the Charter already provides that written communications with staff are to be in French, specifically, those related to the employee's employment conditions. This scope will be broadened include training documents as well as employment application forms.

- All job offerings must also be posted in French and to the extent that this advertisement is published in another language, to ensure that it uses the same means of transmission and reaches the same public target of a proportionally comparable size.
- Employers cannot rely on knowledge of a language other than French in hiring employees, unless the nature of the duties requires such knowledge. Every employer must demonstrate that it has assessed the actual language needs associated with the duties to be performed for a certain position, ensured that the language knowledge already required from other staff members was insufficient for the performance of those duties; or restricted to the maximum extent, the number of positions involving duties whose performance requires knowledge or a specific level of knowledge of a language other than French.
- Added to the already required “Francization” process that requires certain actions such as administrative and management processes, committees and reports to ensure sufficient French language in spheres such as internal communications and work tools etc. now enterprises with 25 to 49 employees will be subject to the same obligations (down from 50).

7. Court pleadings

- Court pleadings in English filed by legal persons, such as corporations, must include a certified French translation prepared at the legal person’s expense. The translation must be done by a licensed translator.

8. Registration filings

- Bill 96 also introduces amendments to certain provisions (article 1060,2984 and 3006) of the *Civil Code of Québec* ("CCQ") requiring that registrations filed in certain registers be registered exclusively in French. This relates to declarations of co-ownership, applications for registration and documents that by law must accompany an application for registration. These must be also submitted for registration along with a translation authenticated in Quebec if such document is in a language other than French.

9. New sanctions and powers of the *Office québécois de la langue française* (OQLF)

- Bill 96 provides the OQLF with broader enforcement powers, increased inspection and investigation authority and new powers to issue orders. Penalties include:
 - Fines for contravention of certain provisions of the Charter have been increased to between \$700 and \$7,000 for individuals and \$3,000 and

\$30,000 in other cases. The fines apply for each day that the offence continues and amounts are doubled for a first offence and tripled for additional offences. Fines are also doubled for directors and executive officers who commit an offence under the Charter and repeated Charter contraventions may lead to revocation of a business's permit or other authorization.

Implications for Digital Advertising Industry

- Overall increasing compliance obligations (and costs) for a market that represents a small portion of business for organizations operating within Quebec nationally and globally.
- Additional creative requirements leading to added burden on advertisers and agencies
- HR hiring practices must be reviewed, French language training and upkeep added to the list of "must do's" under new obligations and will surely impact an industry already facing talent issues
- Could potentially impact advertising contracts – waiting on guidance from the regulators to confirm

IAB Canada Activity

- Continuing to educate members on obligations through tools and resources
- Waiting for guidance from regulators and will respond where required on behalf of the industry

Further Reading – [Full text of the Bill](#)