

# Bill 96: New French language obligations affecting workplaces, business, contracts and more

May 26, 2022

(Updated on June 9, 2022)

## Is Bill 96 law?

After much debate, Bill 96 was finally adopted by the Québec legislature on May 24, 2022. Despite opposition, the Government of Québec has moved forward to adopt Bill 96, thus significantly paving the way for major changes to the Charter of the French Language (Québec) (the Charter) and other laws, such as the Civil Code of Québec and the Consumer Protection Act (Québec).

Bill 96 was assented to a week later, on June 1, 2022.

## What will Bill 96 change?

Bill 96 imposes new French language obligations affecting the language of work, commerce and business, contracts, signs, communications between the Government and businesses, education, the courts, and more.

Our first bulletins on Bill 96 summarized some of the key legislative amendments initially proposed by the Bill. See our previous bulletins on Bill 96, from May 2021: [Linguistics 101: Our take on language reform in Québec's Bill 96](#) and [Bill 96: What about the workplace?](#)

It is important to note that, since its introduction, Bill 96 has undergone a detailed clause-by-clause study in committee, and many of its provisions have been modified. Some changes were even made recently, after the conclusion of the committee's analysis. Although the modifications have addressed some of the issues and concerns raised during public consultations, many other issues and concerns remain. We remain hopeful that at least some of these will be addressed in upcoming amendments to the regulations adopted under the Charter.

Here are some of the key amendments to the Charter, which impact businesses and are non-exhaustive (for instance, they do not address amendments to education or the courts):

## **Workplace**

- Businesses with 25 to 49 employees in Québec will be subject to the same francization rules as those with 50 to 99 employees. These businesses will have to generalize the use of French across all levels of their enterprise.
- Businesses employing between 25 and 100 persons will also have to set up a francization committee if required by the Office québécois de la langue française (Office).
- The Office will be able to impose French language learning services to businesses that have five or more employees.
- Employers will have to comply with new rules regarding the drafting of employment documentation and offers to fill a position, as well as the requirement of knowledge of a language other than French from an employee or a candidate for the position.

## **Business Matters**

### **Civil Administration / Public Bodies**

- All public contracts (that is, contracts entered into by the Civil Administration) will have to be drafted exclusively in French. There are certain cases where a version in another language may be attached to the French version (notably, in certain agreements relating to Native affairs, intergovernmental or international agreements, etc.). Public contracts may be drafted exclusively in a language other than French in prescribed and limited circumstances.
- In addition, any communication between a business and an agency of the Civil Administration concerning a permit, subsidy or other authorization or financial assistance of a similar nature will need to be made exclusively in French, with a few exceptions.
- Any business providing services to the public on behalf of the Civil Administration will also have to comply with the provisions of the Charter that would be applicable to the Civil Administration if the latter had provided these services to the public directly.

### **Commerce and Business**

- The Bill reinforces the obligation of businesses offering goods and services to consumers to respect their right to be served in French. Businesses offering goods and services to a public other than consumers must inform and serve that public in French by default.
- Any business entering into contracts of adhesion in their relations with clients and suppliers (as opposed to contracts by mutual agreement negotiated between the parties) must ensure they remit the French version of such contracts to their clients and suppliers before the latter can express their wish to be bound by versions written in another language. This requirement also extends to any

document related to such contracts but excludes a number of contracts, including **contracts used in relations with persons outside Québec**.

- As for real estate transactions, contracts by mutual agreement of sale or exchange respecting part or all of residential buildings with fewer than five dwellings, as well as certain other documents related to the sale of real estate, will need to be drafted in French, unless the parties expressly indicate their wish to draft them in another language.

## **Public Signs, Advertising and Products**

- As for public signs and commercial advertising, using a trademark in a language other than French will still be permitted when no French version of the trademark is registered in Canada and when a French generic description or slogan is added. If these conditions are not met, the trademark will have to be **accompanied by a markedly predominant French translation**.
- In addition, the French language will need to be markedly predominant in exterior signage when expressions from another language appear in the business name found on an exterior sign.
- As for inscriptions on products, they must be drafted in French. The French inscription may be accompanied by a translation, but no inscription in another language may be given greater prominence than that in French or be available on more favourable terms. Despite the foregoing, a registered trademark may appear on a product in a language other than French where no corresponding French version appears in the register kept under the Trademarks Act. However, if a generic term or a description of the product is included in the trademark, it must appear in French on the product or on a medium permanently attached to the product.

## **Sanctions**

### **Civil Sanctions**

- A contract, judgment or any other act containing a provision that contravenes the Charter may be nullified at the request of the person who suffers the damage. The latter may also request a reduction in his or her obligations under the act. The nullity will be deemed absolute if an agency of the civil administration is a party to the act, even without prejudice.
- Upon application for the imposition of a sanction, the court may make any order as it sees fit.
- In an adhesion or consumer contract, any clause not written in French will be deemed unintelligible (irrebuttable presumption) unless the adhering party has expressly requested the contract to be written in that other language, in accordance with applicable restrictions.

### **Administrative Sanctions**

- The Minister of the French Language may suspend or revoke a permit or authorization for contravention of the Charter. In other words, the Minister will have the power to suspend or revoke a permit delivered by another authority in Québec.

## Penal Sanctions

- The fines for contravening the Charter now range between \$700 and \$7,000 for individuals, and between \$3,000 and \$30,000 in other cases. These amounts are doubled for a second offence and tripled for any additional offence. For each day that the offence continues, fines are applied. In addition, directors and officers of a company will see their fines doubled in comparison to the fines applicable to other individuals.

## When will Bill 96 come into force?

While some of the amendments proposed in the Bill came into force upon its sanction on June 1, 2022, others will only come into effect later. For example, the amendments extending francization rules to businesses with 25 to 49 employees in Québec will come into effect three years after the Bill's sanction. As such, it is important to inquire about your particular situation to assess what actions you need to take to comply with the new Charter provisions, and how much time you have to do so.

Be sure to read our upcoming bulletins, which will discuss the impact of Bill 96 in more detail. In the meantime, if you would like to know more about the impact of Bill 96 on your business, please contact one of the BLG team members listed below.

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