

SAINT LUCIA

No. 16 of 2011

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I ASSENT

PEARLETTE LOUISY,
Governor-General.

April 6, 2011.

SAINT LUCIA

No. 16 of 2011

AN ACT to give legal effect to and otherwise provide for the regulation of electronic communication and for related matters.

[ON ORDER]

BE IT ENACTED by the Queen's Most Excellent Majesty, by and with the advice and consent of the House of Assembly and the Senate of Saint Lucia, and by the authority of the same, as follows:

PART 1
PRELIMINARY

Short title and commencement

1. –(1) This Act may be cited as the Electronic Transactions Act 2011.

(2) This Act shall come into force on a day to be fixed by the Minister by Order published in the *Gazette*.

Interpretation

2. In this Act-

“addressee” in relation to an electronic communication, means a person who is intended by the originator to receive the electronic communication, but does not include a person acting as an intermediary with respect to that electronic communication;

“consumer” in relation to –

- (a) goods, means any person who acquires or wishes to acquire goods for his or her own private use or consumption;
- (b) services, means any person who employs or wishes to be provided with the services otherwise than for the purposes of any business of that person;
- (c) any accommodation, means any person who wishes to occupy the accommodation otherwise than for the purposes of any business of that person;

“electronic” includes electrical, digital, magnetic, optical, electromagnetic, biometric and photonic;

“electronic communication” means information generated, communicated, processed, sent, received, recorded, stored, or displayed by electronic means;

“electronic signature”:

- (a) means information that is –
 - (i) contained in, attached to or logically associated with, an electronic document; and

- (ii) used by a signatory to indicate his or her adoption of the content of that document,
 - (b) does not include any signature produced by a facsimile machine or by an electronic scanning device;
- “encrypted signature” means an electronic signature that is encrypted by means of a private key or other encrypted signature creation device;
- “encrypted signature creation device” means unique data, including codes or private cryptographic keys, or a uniquely configured physical device, used by a signatory in creating an encrypted signature;
- “information” includes information, whether in its original form or otherwise, that is in the form of a document, a signature, a seal, data, text, images, sound or speech;
- “information system” means a system for generating, producing, sending, receiving, recording, processing, storing, displaying, or otherwise processing electronic communications;
- “information technology” means the capability to input, process, store, output, transmit, and receive data and information as well as the ability to control machines of all kinds, electronically;
- “intermediary” with respect to an electronic communication, means a person who, on behalf of another person, sends, receives or stores that electronic communication or provides other services with respect to that electronic communication;
- “legal requirement” means a requirement specified in a law in force in Saint Lucia;
- “Minister” means the Minister responsible for Information;
- “originator” in relation to an electronic communication, means a person by whom, or on whose behalf, the communication purports to have been sent or generated prior to storage, but does not include a person acting as an intermediary with respect to that communication;
- “public body” includes:

- (a) a Minister, ministry or department of the Government;
- (b) a Court;
- (c) a body exercising statutory authority, of a legislative, executive or judicial nature; and
- (d) a sub-national or local public authority, including a municipality;

“Regulations” means Regulations made pursuant to section 48;

“signatory” means a person who by means of an encrypted signature creation device has, whether acting himself or herself or through another person, or an automated communications device, acting on his or her behalf, affixed his or her encrypted signature to an electronic document;

“transaction” includes —

- (a) a transaction of a non-commercial nature;
- (b) a single communication; and
- (c) the outcome of multiple related communications.

Non-Application

3. This Act does not apply to —

- (a) the creation or transfer of interests in immovable property;
- (b) negotiable instruments;
- (c) documents of title;
- (d) wills;
- (e) trusts created by wills; and
- (f) any class of documents or transactions excluded by the Regulations.

State to be bound

4. This Act binds the State.

PART 2

TRANSMISSION OF ELECTRONIC COMMUNICATIONS

Validity of information

5. Information must not be denied legal effect solely because the information is –

- (a) in electronic form; or
- (b) referred to in an electronic communication that is intended to give rise to that legal effect.

Rules applicable in lieu of agreement or other enactment

6. Sections 7 to 10 apply to an electronic communication except to the extent that the parties to the electronic communication otherwise agree or an enactment provides otherwise.

Time of dispatch of electronic communication

7. An electronic communication is taken to be dispatched at the time the electronic communication first enters an information system that is outside the control of the originator.

Time of receipt of electronic communication

8. An electronic communication is taken to be received –

- (a) in the case of an addressee who has designated an information system for the purpose of receiving electronic communications, at the time the electronic communication enters that information system; or
- (b) in any other case, at the time the electronic communication comes to the attention of the addressee.

Place of dispatch of electronic communication

9. An electronic communication is taken to be dispatched from –

- (a) the originator's place of business; or
- (b) if the originator has more than one place of business -
 - (i) the place of business that has the closest relationship with the underlying transaction; or

- (ii) if there is no place of business to which subparagraph (i) applies, the originator's principal place of business; or
- (c) in the case of an originator who does not have a place of business, the originator's ordinary place of residence.

Place of receipt of electronic communication

10. An electronic communication is taken to be received at -

- (a) the addressee's place of business; or
- (b) if the addressee has more than one place of business-
 - (i) the place of business that has the closest relationship with the underlying transaction; or
 - (ii) if there is no place of business to which subparagraph (i) applies, the addressee's principal place of business; or
- (c) in the case of an addressee who does not have a place of business, the addressee's ordinary place of residence.

Attribution of electronic communication

11. — (1) Unless otherwise agreed between the originator and the addressee of an electronic communication, the originator of an electronic communication is bound by that communication only if the communication was sent by him or her or under his or her authority.

(2) Subsection (1) does not affect the operation of any law in force in Saint Lucia that makes provision for -

- (a) the conduct engaged by a person within the scope of the person's actual or apparent authority to be attributed to another person; or
- (b) a person to be bound by conduct engaged in by another person within the scope of the other person's actual or apparent authority.

(3) An electronic communication between an originator and an addressee is deemed to be an electronic communication of the originator if the electronic communication was sent by an

information system programmed to operate automatically by or on behalf of the originator.

(4) An addressee shall consider each electronic communication received by him or her as a separate electronic communication and to act on that assumption, except to the extent that such communication is a duplicate of another electronic communication and the addressee knew or should have known, had the addressee exercised reasonable care or used any agreed procedure, that the electronic communication was a duplicate.

PART 3

APPLICATION OF LEGAL REQUIREMENTS TO ELECTRONIC TRANSACTIONS

Application of Part 3

12. This Part does not apply to a law in force in Saint Lucia that –

- (a) expressly authorizes, prohibits or regulates the use of information in electronic form including a method of electronic signature;
- (b) requires information to be recorded, given, produced, or retained, or a signature to be given, or a signature or seal to be witnessed -
 - (i) in accordance with particular information technology requirements;
 - (ii) on a particular kind of data storage device; or
 - (iii) by means of a particular kind of electronic communication.

Satisfaction of legal requirements through use of information technology

13. A legal requirement may be satisfied by using information technology where sections 16 to 32 apply and the conditions in the Regulations are satisfied.

Consent

14. – (1) This Part does not require a person to use, provide, or accept information in an electronic form without that person's consent.

(2) For the purposes of this Part and subject to subsection (3) –

(a) a person may consent to use, provide, or accept information in an electronic form subject to conditions regarding the form of the information or the means by which the information is produced, sent, received, processed, stored, or displayed;

(b) consent may be inferred from a person's conduct.

(3) The consent of a public body to accept information in electronic form may not be inferred from the conduct of the public body but must be expressed by communication accessible to the public or to those most likely to communicate with the public body for the particular purpose to which the information relates.

(4) This Part does not authorise a public body to require any person to give, provide or accept information in electronic form without consent.

Maintenance of integrity of information

15. For the purposes of this Part, the integrity of information is maintained only if the information has remained complete and unaltered, other than the addition of any endorsement, or any immaterial change, that arises in the normal course of communication, storage, or display.

Requirement that information be in writing

16. A legal requirement that information be in writing is satisfied by information that is in electronic form if the information is accessible so as to be usable for subsequent reference.

Requirement to record information in writing

17. A legal requirement that information be recorded in writing is satisfied by recording the information in electronic form if the information is accessible so as to be usable for subsequent reference.

Requirement to give information in writing

18.— (1) A legal requirement to give information in writing is satisfied by giving the information in electronic form, whether by means of an electronic communication or otherwise, if—

- (a) the information is accessible so as to be usable for subsequent reference; and
- (b) the person to whom the information is required to be given consents to the information being given in electronic form and by means of an electronic communication, if applicable; and
- (c) the information is capable of being retained by the person to whom the information is given.

(2) Where subsection (1) applies, a legal requirement to provide multiple copies of the information to the same person at the same time is satisfied by providing a single electronic version of the information.

(3) In subsection (1) giving information includes but is not limited to the following:

- (a) making an application;
- (b) filing, making or lodging a claim;
- (c) giving, sending, or serving a notification;
- (d) filing or lodging a return;
- (e) making a request;
- (f) making a declaration;
- (g) filing, lodging or issuing a certificate;
- (h) making, varying, or cancelling an election;
- (i) filing or lodging an objection; and
- (j) giving a statement of reasons.

Prescribed forms

19. A legal requirement that a person provides information in a prescribed non-electronic form to another person is satisfied by the provision of the information in an electronic form that is—

- (a) organized in the same or substantially the same way as the prescribed non-electronic form;
- (b) accessible to the other person so as to be usable for subsequent reference; and
- (c) capable of being retained by the other person.

Electronic signature

20. Unless otherwise provided by a law in force in Saint Lucia, parties to a transaction may agree to the use of a particular method or form of electronic signature.

Requirement for signature

21. – (1) Subject to subsection (2), a legal requirement for a signature other than the signature of a witness is satisfied by means of an electronic signature if the electronic signature -

- (a) adequately identifies the signatory and adequately indicates the signatory's approval of the information to which the signature relates; and
- (b) is as reliable as is appropriate given the purpose for which, and the circumstances in which, the signature is required.

(2) A legal requirement for a signature is not satisfied by means of an electronic signature unless, in the case of a signature on information that is required to be given to a person, that person consents to receiving the electronic signature.

Requirement that signature or seal be witnessed

22. – (1) Subject to subsection (2), a legal requirement for a signature or a seal to be witnessed is satisfied by means of an electronic signature of a witness and is as reliable as is appropriate given the purpose for which, and the circumstances in which, the signature of the witness is required, where -

- (a) in the case of the witnessing of a signature, the signature is an electronic signature that complies with section 21; or
- (b) in the case of the witnessing of a signature or a seal, the electronic signature of the witness adequately -

- (i) identifies the witness; and
- (ii) indicates that the signature or seal has been witnessed.

(2) A legal requirement for a signature or seal to be witnessed is not satisfied by means of an electronic signature of a witness unless, the person receiving the electronic signature consents.

Presumption about reliability of electronic signatures

23. – (1) For the purposes of sections 21 and 22, it is presumed that an electronic signature is as reliable as is appropriate where –

- (a) the means of creating the electronic signature is linked to the signatory and to no other person;
- (b) the means of creating the electronic signature was under the control of the signatory and of no other person;
- (c) any alteration to the electronic signature made after the time of signing is detectable; and
- (d) the purpose of the legal requirement for a signature is to provide assurance as to the integrity of the information to which it relates, any alteration made to that information after the time of signing is detectable.

(2) Subsection (1) does not prevent any person from proving on other grounds or by other means that an electronic signature -

- (a) is as reliable as is appropriate; or
- (b) is not as reliable as is appropriate.

Requirement to retain document or information in paper form

24. – (1) A legal requirement to retain information that is in paper or other non-electronic form is satisfied by retaining an electronic form of the information if –

- (a) the electronic form provides a reliable means of assuring the maintenance of the integrity of the information; and
- (b) the information is readily accessible so as to be usable for subsequent reference.

(2) Where information is retained in electronic form in accordance with subsection (1), the paper or other non-electronic form of that information need not be retained.

Requirement to retain information in writing

25. A legal requirement that a person retains information that is in writing, is satisfied by retaining the information in electronic form, and –

- (a) having regard to all the relevant circumstances when the electronic form of the information was generated, the method of generating the electronic form of the information provided a reliable means of assuring the maintenance of the integrity of the information contained; and
- (b) when the electronic form of the information is generated, the information contained in the electronic form is accessible so as to be usable for subsequent reference to any person entitled to have access to the information or to require its production.

Requirement to retain information in electronic form

26. Subject to section 27, a legal requirement to retain information that is in electronic form is satisfied by retaining the information -

- (a) in paper or other non-electronic form if the form provides a reliable means of assuring the maintenance of the integrity of the information; or
- (b) in electronic form if -
 - (i) the electronic form provides a reliable means of assuring the maintenance of the integrity of the information; and
 - (ii) the information is readily accessible so as to be usable for subsequent reference.

Requirement to retain information contained in an electronic communication

27. A legal requirement to retain information that is contained in an electronic communication is satisfied by

complying with the requirements of section 26 (a) or (b), and by retaining additional information obtained that-

- (a) identifies the origin, destination, time of dispatch and time of receipt of the electronic communication; and
- (b) is readily accessible so as to be usable for subsequent reference.

Requirement to provide or produce information in paper form or non-electronic form

28. A legal requirement to provide or produce information that is in paper or other non-electronic form is satisfied by providing or producing the information in electronic form, whether by means of an electronic communication or otherwise, where -

- (a) the form and means of the provision or production of the information reliably assures the maintenance of the integrity of the information, given the purpose for which, and the circumstances in which, the information is required to be provided or produced;
- (b) the information is readily accessible so as to be usable for subsequent reference; and
- (c) the person to whom the information is required to be provided or produced consents to the information being provided or produced in an electronic form and, if applicable, by means of an electronic communication.

Requirement to provide or produce information in electronic form

29.—(1) Subject to subsection (2), a legal requirement to provide or produce information that is in electronic form is satisfied by providing or producing the information on paper or other non-electronic form.

(2) Where the maintenance of the integrity of the information cannot be assured, the person who is required to provide or produce the information shall -

- (a) notify every person to whom the information is required to be provided or produced of that fact; and

- (b) if requested to do so, provide or produce the information in electronic form in accordance with subsection (3).

(3) A legal requirement to provide or produce information that is in electronic form is satisfied by providing or producing the information in electronic form, whether by means of an electronic communication or otherwise, where -

- (a) the form and means of the provision or production of the information reliably assures the maintenance of the integrity of the information, given the purpose for which, and the circumstances in which, the information is required to be provided or produced;
- (b) the information is readily accessible so as to be usable for subsequent reference; and
- (c) the person to whom the information is required to be provided or produced consents to the provision or production of the information in an electronic form and, if applicable, by means of an electronic communication.

Requirement to provide access to information in paper form

30. A legal requirement to provide access to information that is in paper or other non-electronic form is satisfied by providing access to the information in electronic form where -

- (a) the form and means of access to the information reliably assures the maintenance of the integrity of the information, given the purpose for which, and the circumstances in which, access to the information is required to be provided; and
- (b) the person to whom access is required to be provided consents to accessing the information in that electronic form.

Requirement where integrity of information cannot be assessed

31. — (1) A legal requirement to provide access to information that is in electronic form is satisfied by providing access to the information in paper or other non-electronic form.

(2) Where the maintenance of the integrity of the information cannot be assured, the person who is to provide access to the information shall -

- (a) notify every person to whom access is required to be provided of that fact; and
- (b) if requested to do so, provide access to the information in electronic form in accordance with subsection (3).

(3) A legal requirement to provide access to information that is in electronic form is satisfied by providing access to the information in electronic form, whether by means of an electronic communication or otherwise, where -

- (a) the form and means of access to the information reliably assures the maintenance of the integrity of the information, given the purpose for which, and the circumstances in which, access to the information is required to be provided; and
- (b) the person to whom access is required to be provided consents to accessing the information in that electronic form.

Requirement to produce an original document

32. A legal requirement that a person produces, examines or retains an original document is satisfied if the person produced, examined or retained the document in electronic form, where -

- (a) having regard to all the relevant circumstances, the method of generating the electronic form of the document provides a reliable means of assuring the maintenance of the integrity of the information contained in the document; and
- (b) in a case where an original document is to be given to a person, the document given to the person in electronic form is accessible so as to be usable for subsequent reference and capable of being retained by the person.

Comparison with originals

33. A legal requirement to compare a document with an original document is satisfied by comparing that document with

an electronic form of the original document if the electronic form reliably assures the maintenance of the integrity of the document.

Recognition of electronic documents and signatures

34. – (1) In determining whether or to what extent information in electronic form is legally effective, regard must not be given to the location where the information was created or used, or to the place of business of the creator of the information.

(2) An electronic signature created or used outside Saint Lucia has the same legal effect in Saint Lucia as an electronic signature created or used in Saint Lucia if the electronic signature offers a substantially equivalent level of reliability.

(3) In determining whether an electronic signature offers a substantially equivalent level of reliability for the purposes of subsection (2), regard must be given to recognized international standards and to any other relevant factors.

Use of electronic information by public bodies

35. – (1) Where a public body has power to create, collect, receive, store, transfer, distribute, publish, issue or otherwise deal with information and documents, the public body has the power to do so using information technology.

(2) Subsection (1) is subject to any law in force in Saint Lucia that expressly prohibits the use of information technology or expressly requires information technology to be used in a specified manner.

(3) For the purposes of subsection (2), a reference to writing or signature does not in itself constitute an express prohibition of the use of electronic means.

(4) Where a public body consents to receive any information in electronic form, the public body may specify-

- (a) the manner and format in which the information is communicated to it;
- (b) the type or method of electronic signature required, if any;

- (c) control processes and procedures to ensure integrity, security and confidentiality of the information; and
- (d) any other attributes for the information that are currently specified for corresponding information on paper.

(5) The requirements of subsections 18(1) and section 19 also apply to information described in subsection (4).

(6) A public body may make or receive payment in electronic form by any manner specified by the public body and approved by the Minister responsible for Finance.

Content requirements

36. This Part does not affect any legal requirement to the extent that the requirement relates to the content of information.

Copyright

37. The copyright in a work is not infringed by any of the following acts if they are carried out for the purposes of meeting a legal requirement by electronic means –

- (a) the generation of an electronic form of a document;
- (b) the production of information by means of an electronic communication.

PART 4 CONTRACTS

Contracts

38. –(1) A contract must not be denied legal effect, validity or enforceability solely on the grounds that the contract is wholly or partly in electronic form or has been entered into wholly or partly by means of electronic communication or otherwise.

(2) For the purposes of any law in force in Saint Lucia relating to contracts, an offer, an acceptance of an offer and any related communication, including any subsequent amendment, cancellation or revocation of the offer, the acceptance or the contract, unless otherwise agreed to by the

contracting parties, may be communicated by means of electronic communications.

Formation of electronic contracts

39. – (1) Subject to subsection (2) and unless otherwise agreed by the parties who are not consumers, where the addressee of an electronic communication is required to give his or her consent through technological means, in accepting the originator's offer, an electronic contract is concluded when the addressee has received from the originator, electronically, an acknowledgement of receipt of the addressee's consent.

(2) When an order is placed by electronic communication, the originator shall acknowledge the receipt of the addressee's order without undue delay and by electronic means.

(3) For the purposes of subsection (1), an acknowledgement of receipt is deemed to be received when the addressee is able to access the acknowledgement.

(4) Unless otherwise agreed by the parties who are not consumers, the originator shall provide the addressee with effective and accessible means to identify and correct handling errors and accidental transactions prior to the conclusion of the contract.

(5) Subsections (1) and (3) do not apply to contracts concluded exclusively by exchange of electronic mail or by equivalent individual communication.

Information requirements relating to electronic contracts

40. – (1) Subject to subsection (2) and unless otherwise agreed by the parties who are not consumers, and without prejudice to any consumer rights under the provisions of any other law in force in Saint Lucia, the originator shall provide information in clear, comprehensive and unambiguous terms regarding the matters set out in the Regulations.

(2) Information pursuant to subsection (1) must be provided to the addressee, prior to the placement of the order by the addressee.

(3) Unless parties who are not consumers have agreed otherwise, an originator shall indicate which relevant codes of conduct the originator subscribes to and provide information as to how the codes can be accessed electronically.

(4) Where the originator provides terms and conditions applicable to the contract to the addressee, the originator shall make the terms and conditions available to the addressee in a way that allows the addressee to store and reproduce the terms and conditions.

(5) Subsections (1) and (2) do not apply to contracts concluded exclusively by exchange of electronic mail or by equivalent individual communication.

Automated contracts

41. A contract may be formed by the interaction of computer program or other electronic means used to initiate an act or to respond to electronic information, in whole or in part, without review by an individual at the time of the response or act.

Mistakes in partly automated transactions

42. – (1) An electronic transaction between an individual and another person's automated source of information has no legal effect if –

- (a) the individual makes a material error in electronic information or an electronic document used in the transaction;
- (b) the automated source of information does not give the individual an opportunity to prevent or correct the error;
- (c) on becoming aware of the error, the individual promptly notifies the other person; and
- (d) in a case where consideration is received as a result of the error, the individual, returns or destroys the consideration in accordance with the other person's instructions or, if there are no instructions, deals with the consideration in a reasonable manner, and does not benefit materially by receiving the consideration.

(2) This section does not limit the operation of any other law in force in Saint Lucia relating to mistake.

Declaration of intention

43. As between the originator and the addressee of a communication in electronic form, a declaration of intention or will or other statement shall not be denied legal effect, validity or enforceability solely on the grounds that it is in electronic form.

PART 5
CONSUMER PROTECTION

Exclusion from this Part

44. This Part does not apply to a regulatory authority established under any law in force Saint Lucia if that law makes consumer protection provisions in respect of electronic transactions.

Information to be provided

45.— (1) A supplier offering goods or services for sale, for hire or for exchange by way of an electronic transaction shall make the following information available to consumers -

- (a) the full name and legal status of the supplier;
- (b) the physical address and telephone number of the supplier;
- (c) the web site address and e-mail address of the supplier;
- (d) the physical address where the supplier will receive legal service of documents;
- (e) a sufficient description of the main characteristics of the goods or services offered by the supplier to enable a consumer to make an informed decision on the proposed electronic transaction;
- (f) the full price of the goods or services, including transport costs, taxes and any other fees or costs;
- (g) the manner of payment;
- (h) any terms of agreement, including any guarantees, that will apply to the transaction and how the terms may

be accessed, stored and reproduced electronically by consumers;

- (i) the time within which the goods will be dispatched or delivered or within which the services will be rendered;
- (j) the manner and period within which consumers can access and maintain a full record of the transaction;
- (k) the return, exchange and refund policy of the supplier;
- (l) the security procedures and privacy policy of the supplier in respect of payment, payment information and personal information; and
- (m) the rights of consumers under section 46, where applicable.

(2) The supplier shall provide a consumer with the opportunity –

- (a) to review the entire electronic transaction;
- (b) to correct any mistakes; and
- (c) to withdraw from the transaction before finally placing any order.

(3) If the supplier fails to comply with the provisions of subsection (1) or (2), the consumer may cancel the transaction within fourteen days of receiving the goods or services under the transaction.

(4) If a transaction is cancelled as provided by subsection (3) –

- (a) the consumer shall return the goods of the supplier or, where applicable, cease using the services performed; and
- (b) the supplier shall refund all payments made by the consumer including the cost of returning the goods.

(5) The supplier shall utilize a payment system that is sufficiently secure with reference to accepted technological standards at the time of the transaction and the type of transaction concerned.

(6) The supplier is liable for any damage suffered by a consumer due to a failure by the supplier to comply with subsection (5).

Cooling-off period

46. – (1) A consumer is entitled to cancel without reason and without penalty any transaction and any related credit agreement for the supply of –

- (a) goods within seven days after the date of receipt of the goods; or
- (b) services within seven days after the date of conclusion of the agreement.

(2) The only charge that may be levied on the consumer is the direct cost of returning the goods.

(3) If payment for the goods or services has been effected prior to a consumer exercising a right referred to in subsection (2), the consumer is entitled to a full refund of such payment, which refund must be made within 30 days of the date of cancellation.

- (4) This section does not apply to an electronic transaction-
 - (a) for financial services, including but not limited to, investment services, insurance and reinsurance operations, banking services and operations relating to dealings in securities;
 - (b) by way of an auction;
 - (c) for the supply of food stuffs, beverages or other goods intended for everyday consumption supplied to the home, residence or workplace of the consumer;
 - (d) for services which began with the consumer's consent before the end of the seven day period referred to in subsection (3);
 - (e) where the price for the supply of goods or services is dependent on fluctuations in the financial markets and which cannot be controlled by the supplier;
 - (f) where the goods are -

- (i) made to the consumer's specifications;
- (ii) clearly personalized;
- (iii) by reason of their nature cannot be returned; or
- (iv) are likely to deteriorate or expire rapidly;
- (g) where audio or video recordings or computer software were unsealed by the consumer;
- (h) for the sale of newspapers, periodicals, magazines and books; or
- (i) for the provision of -
 - (i) gaming and lottery services; or
 - (ii) accommodation, transport, catering or leisure services and where the supplier undertakes, when the transaction is concluded, to provide these services on a specific date or within a specific period.

(5) This section must not be construed as prejudicing the rights of a consumer provided for in any other law in force in Saint Lucia.

PART 6
MISCELLANEOUS

Liability of intermediaries and internet service providers

47. An intermediary or an internet service provider, who provides a conduit is not liable for the content of electronic records that indicate a likelihood of civil or criminal liability if the intermediary or internet service provider –

- (a) has no actual knowledge of such information;
- (b) is not aware of facts that would to a reasonable person indicate a likelihood of such liability in respect of material on the intermediary network; or
- (c) on acquiring actual knowledge or becoming aware of such facts, follows the procedures required by the Regulations as soon as possible.

Regulations

48. The Minister may make Regulations –

- (a) to provide that electronic signatures for specified purposes are as reliable as appropriate for those purposes;
- (b) to provide that electronic signatures for specified purposes are created by specified means;
- (c) to provide formats by which information may be communicated electronically, whether or not there exist prescribed non-electronic forms;
- (d) to exclude any class of documents or transactions from the application of this Act; and
- (e) for any other purpose for the more effective achievement of the objects of this Act.

Passed in the House of Assembly this 22nd day of March, 2011.

ROSEMARIE HUSBANDS-MATHURIN,
Speaker of the House.

Passed in the Senate this 24th day of March, 2011.

EVERISTUS JN. MARIE
Deputy President of the Senate.