

# Canada's Languages

Section H of Stikeman Elliott's *Doing Business in Canada*





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# Canada's Languages

## GENERAL

Canada's official languages are English and French. The Governments of Canada and New Brunswick are constitutionally bilingual with respect to nearly all of their operations, while the Governments of Quebec, Manitoba, and Ontario also provide many of their services in both languages. Approximately 20% of Canadians speak French as a first language, including about 80% of the population of Quebec and nearly 35% of the population of New Brunswick. Anyone doing business in Canada must take into account federal laws aimed at promoting bilingualism and, if doing business that relates to Quebec, must also be aware of Quebec laws that are generally more specifically designed to protect and promote that province's mainly francophone character.

## PACKAGING

Regulations under the federal *Consumer Packaging and Labelling Act* require, as a general rule, that product identity and the net quantity identification be in both French and English. The dealer identification declaration may be in either English or French but – again as a general rule – if the product is being sold in Quebec, both languages must appear (subject to limited exceptions). It is, therefore, usually easier to provide all of this information in both languages. Under federal law, optional information, such as a trademark of the product, is not required information and, therefore, does not have to be marked in French (subject, however, to Quebec legislation). The requirements apply to all consumer products marketed and sold in Canada, whether locally manufactured or imported, with very limited exceptions (e.g. products that are both manufactured and sold in a limited area). Goods marketed or sold in contravention of such requirements are subject to seizure and potentially to destruction by federal authorities.

## QUEBEC'S CHARTER OF THE FRENCH LANGUAGE

### General

When doing business in Quebec, it is necessary to consider the requirements of Quebec's *Charter of the French Language* (the "Quebec Charter"), which is designed to make French the everyday language of work, instruction, communication, commerce and business in Quebec. The Quebec Charter generally requires that all public signs, posters and commercial advertising in Quebec be in French, although another

language is permitted subject to certain restrictions as to prominence. There are a number of exceptions to this requirement in the regulations, as set out below. The website of a firm that has an address or establishment in Quebec is considered to be commercial advertising subject to the Quebec Charter and, therefore, everything on the website (subject to limited exceptions such as recognized trademarks) must be in French. Other languages may be used on a website as long as they are not more prominent than the French text. A business may also satisfy language requirements by have both a French version of its website and a version or versions in other languages and allowing users to choose their preferred language. The French version, however, must be equal in terms of content and prominence to any version in another language.

### **Packaging**

The Quebec Charter also requires that every inscription on a product, container, wrapping and documents or objects supplied with the product, such as a warranty or directions for use, be in French. These may be accompanied by a translation as long as the French version is equally prominent. As a general rule, all catalogues, brochures and similar promotional materials distributed in Quebec must be in French, but may be distributed in English or in another language as long as a French version is equally available and of comparable quality. There are various exceptions to the French labelling, inscription and signage requirements, including: (i) products intended for use exclusively for a market outside Quebec; (ii) trademarks; (iii) educational and cultural materials; and (iv) greeting cards, calendars and agendas, if not used for the purposes of advertising.

### **Business Names**

When an enterprise registers to do business in Quebec, the Quebec Charter requires that it register a French version of its name for use in Quebec, unless the statute under which it is incorporated does not permit such registration. The requirement may also be met by having a French business name. The general rule is that the French firm name is to be used in Quebec, subject to the possibility that, if the firm's English name is a recognized trademark, the firm can use the English-only trademark (since there is an exemption for trademarks under the Quebec Charter) on signs and advertising. The French version of the firm name may include certain listed non-French elements and a version of the name in another language may also be used following the rules for advertising set out above. The English version of the name can be used in documents permitted to be in English-only. Federally incorporated companies are likely permitted, as of right, to use the English version of their name anywhere in Canada, including Quebec.

### **Language of the Workplace**

Under the Quebec Charter, it is mandatory for business firms with 50 or more employees in Quebec to obtain a francization certificate in respect of their Quebec operations stating that the firm has properly implemented a francization program at each level of the organization (“francization” refers to the process of enhancing the status of French as the everyday language of one’s workplace). In addition, the Quebec Charter provides that, as a general principle, businesses operating in Quebec should communicate with Quebec customers in French unless a customer requests otherwise.

### **Language of Contracts**

Under the Quebec Charter, Quebec contracts containing printed standard clauses or that are predetermined by one party must be in French unless the parties expressly request that they be in another language. Quebec consumer protection legislation similarly requires that consumer contracts be drawn up in French unless the parties agree to use another language. Parties wishing to contract in English may do so by including a clause expressly stating their consent. Contracts with the Government of Quebec or its agencies must be in French if the contract is concluded in Quebec.

### **Language of Software and Certain Other Products**

There are special rules in Quebec respecting the sale of certain products such as games, toys and software. In particular, if a French version of a software product exists, the English (or other non-French) version can only be sold in Quebec if the French version is equally available in the Quebec market.

### **Application of the Quebec Charter to Non-Quebec Corporations**

Absent a relevant exemption, all corporations, including non-Quebec corporations that do business in Quebec must comply with the provisions of the Quebec Charter as set out above.

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This publication is intended to provide general information about developments in the law and does not constitute legal advice.

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