



NUNAVUT



PERSONAL PROPERTY REGISTRY PRODUCT DESCRIPTION

Terms used in this Product Description and not defined in the Atlantic Canada On-Line* Client Application are defined in Section 8 below.

1. THE NUNAVUT PERSONAL PROPERTY REGISTRY

The Personal Property Registry (PPR) is a centralized computer registry that serves the entire Territory of Nunavut. The PPR allows both individuals and enterprises to record their financial interest in personal property. The *Personal Property Security Act* (PPSA) governs the system for registering security interests in personal property. The PPSA amended a number of existing Acts and repealed the following Acts:

- *Assignment of Book Debts Act*
- *Bills of Sale Act*
- *Conditional Sales Act*
- *Corporation Securities Registration Act*
- *Document Registry Act*

The registration types that are available include:

- PPSA Financing Statement
- *Children's Law Act* or *Family Law Act* Financing Statement
- *Factors Act* or *Sale of Goods Act* Interest of an Owner
- Garage Keepers Claim of Lien
- Federal Writ of Execution
- *Maintenance Orders Enforcement Act* Order (only registered by the Administrator under the *Maintenance Orders Enforcement Act*)
- Territorial Writ of Execution

2. PERSONAL PROPERTY REGISTRY FUNCTIONS

The PPR provides the following functions:

- Enter a (new) registration
- Continue an unexpired prior law registration under the PPSA
- Amend a registration
- Renew a registration
- Discharge a registration
- Discharge an unexpired prior law registration
- Re-register a registration
- Global change of registered interest
- Search the PPR database by:
 - Debtor (Individual) Name
 - Debtor (Enterprise) Name

* ACOL and Atlantic Canada On-Line are registered official marks of the Provinces of New Brunswick, Newfoundland and Labrador, Nova Scotia and Prince Edward Island.

- Serial Numbered Goods – see also, Lien Check available at <https://pprs.acol.ca/lc/index.do>.
- Registration Number
- Submit a batch file for registrations and/or searches (for large volume users under special arrangements)

The PPR provides the following administrative functions to users:

- View PPR Client Information
- Update PPR Client Information
- Create New PPR Client
- View Secured Party Number Information
- Update Secured Party Number Information
- Create New Secured Party Number

3. EQUIPMENT REQUIREMENTS

Clients can connect remotely to the PPR from their home or business using their personal computer or access the PPR by using the personal computer located at the registry office in Iqaluit.

In order to connect remotely to the PPR, your personal computer must have an Internet connection and must be configured to include the following:

- A supported Internet web browser:
 - We recommend and support use of Internet Explorer (IE) 6.0 or higher. You should also be able to use Firefox 2.0 or higher.
 - Your browser must support 128-bit encryption.
 - Your browser must be configured to enable JavaScript.
 - Your browser must be configured to accept cookies from acol.ca.
 - Your browser must be configured to accept pop-ups from acol.ca.
- A Portable Document Format (PDF) reader:
 - For example, Adobe® Acrobat® Reader® 4.0 or higher.

4. CLIENT SUPPORT AND DOCUMENTATION

Documentation and instruction on the use of the PPRS is provided through the on-line help facility of the system. Client Support is provided by Unisys Canada Inc. through the ACOL Client Support Centre, which can be contacted by calling 1-888-624-ACOL (2265).

5. FEES

The Client agrees to pay the fees described below immediately when completing each PPRS transaction.

- registration of a financing statement
 - time period
 - 1 - 25 years
 - initial registration fee \$10.00
 - plus for each year of the period \$5.00 per year
 - infinity \$400.00
- renew a registration of a financing statement
 - time period
 - 1 - 25 years
 - initial renewal fee \$10.00
 - plus for each year of the period \$5.00 per year
 - infinity \$400.00
- any other registration \$15.00
- discharge a registration No Fee
- re-register a registration under subsection 35(7) of the Act \$15.00
- amend a registration \$15.00
- effect a global change of multiple registrations \$400.00
- effect a total discharge of a registration under prior registration law No Fee
- search the registry \$5.00 per search

The above fees are specified in detail in Part 13 of the *Personal Property Security Regulations*.

6. ACCESS CONDITIONS

- 6.1. The Client shall designate a PPR Administrative User who will be responsible to maintain the PPR Client Information of the account on behalf of the Client.
- 6.2. Upon first signing on to the PPRS, the PPR Administrative User will perform PPRS Administration and create a new PPR Client by entering the required client information on the computer screen titled "Create New PPR Client".
- 6.3. Only the PPR Administrative User may authorize Secured Party Administrator privileges to other user IDs of the account on behalf of the Client.
- 6.4. If the Secured Party has been identified to the PPRS by Secured Party Number, the PPRS will address and deliver Electronic Notice to Secured Party to the attention of the Secured Party Administrator. The Client agrees that Electronic Notice addressed to the Secured Party Administrator constitutes notification sent by the Registrar for purposes of the PPSA and Regulations.

- 6.5. If the Secured Party has been identified to the PPRS without the use of a Secured Party Number, a paper copy of the notice to Secured Party will be sent by Canada Post surface mail to the attention of each Secured Party identified in the registration.

7. LIMITATION, INDEMNITY AND DISCLAIMER

- 7.1. Subject to Sections 52, 53 and 54 of the PPSA, the Client assumes the entire risk as to the completeness and accuracy of any and all information entered into the PPR and shall indemnify and save harmless the Territory from and against any and all losses, claims, damages, actions, causes of action, costs, and expenses that result therefrom.
- 7.2. Should the PPRS not operate in all material respects substantially in conformance with its Product Description, the Territory shall use reasonable efforts to effect the necessary corrective action.
- 7.3. The Territory does not warrant that the PPRS shall function without failure, error or interruption. If any attempted use of the PPRS fails through a fault of the Territory, the Territory shall rebate to the Client the fees, if any, paid by the Client to the Territory associated with the failed use of the PPRS.
- 7.4. Subject to Sections 52, 53 and 54 of the PPSA, the Territory makes no warranties with respect to the PPRS, the PPR or any information contained therein, the Product Description or any other information provided to the Client. Any other products and services provided by the Territory under these Terms and Conditions are provided on an “as is” basis, without any other warranties, representations or conditions, express or implied including, without limitation, warranties or conditions of accuracy, completeness, currency, merchantable quality, fitness for a particular purpose, or those arising by law or by statute, or by usage of trade or course of dealing. The entire risk as to the results and performance of the PPRS and any products and services provided by the Territory under this Agreement is assumed by the Client. The Territory shall not have any liability to the Client or any other person or entity for any claims, actions, loss or damage including, without limitation, loss of revenue, profit or savings, lost or damaged data, or other commercial or economic loss, or any indirect or incidental, special or consequential damages whatsoever, even if the Territory has been advised of the possibility of such damages.
- 7.5. Subject to Sections 52, 53 and 54 of the PPSA, the maximum aggregate liability of the Territory to the Client for any claim whatsoever related to the PPR or to any services provided by the Territory under this Agreement shall not exceed the fees paid to the Territory by the Client for use of the PPRS on the day in which the cause of such claim occurred. This Section shall apply whether or not the liability results from a claim in tort including negligence or negligent misrepresentation or from a breach of a fundamental term or condition or a fundamental breach.

8. GLOSSARY OF TERMS AND DEFINITIONS

- 8.1. “Electronic Notice” means the electronic message generated by the PPRS to the PPR Secured Party Administrator of the Client’s account to verify a change in a registration (including discharge, re-registration, amendment or global change) for which the Client is a Secured Party when the change may affect the status of the Client as a Secured Party.
- 8.2. “PPR” means the Personal Property Registry as established by the PPSA.
- 8.3. “PPRS” means the service to provide electronic access to the PPR for purposes including, but not limited to, information retrieval, search, update, and registration.
- 8.4. “PPSA” means the *Personal Property Security Act*, S.N.W.T. 1994, Chapter 8, as duplicated for Nunavut pursuant to section 29 of the *Nunavut Act (Canada)*.

- 8.5. “PPR Administrative User” means the person designated by the Client as the PPR systems administrator for the PPR access privileges on the Client’s account.
- 8.6. “PPR Client Information” means the Client’s name, address, phone number, fax number and contact person’s name and position. (The contact person may be the PPR Administrative User or the Secured Party Contact.)
- 8.7. “Regulations” means the *Personal Property Security Regulations* made pursuant to the PPSA.
- 8.8. “Search” means a single inquiry on the PPR according to any one of the following criteria: name of debtor (individual or enterprise), registration number, serial numbered goods.
- 8.9. “Secured Party” means a Secured Party as defined in the PPSA and the *Personal Property Security Regulations* and may include a purchaser, a garage keeper, an execution creditor and a person entitled to the benefit of a Court order, as the case may be.
- 8.10. “Secured Party Administrator” means the person designated by the Client as the systems administrator for the Secured Party Number(s) and the Secured Party Information.
- 8.11. “Secured Party Contact” means the name of the person designated by the Client to receive inquiries about the Client’s registered interests.
- 8.12. “Secured Party Information” means the Secured Party’s name, address, phone number, fax number and Secured Party Contact person’s name and position.
- 8.13. “Secured Party Number” means the unique number issued to the Client which represents the Secured Party Information for the purpose of registering an interest in the PPR.
- 8.14. “Territory” means the Government of Nunavut as represented by the Minister of Justice.