

NEWFOUNDLAND AND LABRADOR

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 NEWFOUNDLAND AND LABRADOR PERSONAL PROPERTY REGISTRY

The Personal Property Registry (PPR) is a centralized computer registry that serves the entire Province of Newfoundland and Labrador. The PPR allows both individuals and enterprises to record their financial interest in personal property. The *Personal Property Security Act* (PPSA), in force since December 13, 1999, governs the system for registering security interests in personal property. The PPSA amends a number of existing acts and repeals the following acts:

- *Assignment of Book Debts Act*
- *Bills of Sale Act*
- *Conditional Sales Act*
- Part I, II, and III of the *Security Interest Registration Act*

The registration types that are available include:

- PPSA Financing Statement
- Notice of Appointment of Receiver
- Family Law Act Notice of Order or Domestic Contract

2. PERSONAL PROPERTY REGISTRY FUNCTIONS

The PPR provides the following functions:

- Enter a (new) registration
- Amend a registration
- Renew a registration
- Discharge a registration
- Re-register a registration
- Global change of registered interest
- Search the PPR database by:
 - Debtor (Individual) Name
 - Debtor (Enterprise) Name
 - 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 search (for large volume users under special arrangements)

The PPR provides the following administrative functions to users:

- View PPR Client Information
- Update PPR Client Information

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- 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 with Internet access. Clients may also access the PPR by using personal computers that are located at the registry office in St. John's.

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 the most current versions of Microsoft Internet Explorer. Other browsers may also work.
 - Your browser must support TLS (manual configuration may be required for some browsers).
 - 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 Reader®.

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 1-855-324-ACOL (2265).

5. FEES

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

- registrations
 - time period
 - 1 - 25 years
 - initial registration fee \$25.00
 - plus for each year of the period \$9.00 per year
 - infinity \$500.00
- renew a registration
 - time period
 - 1 - 25 years
 - for each year \$9.00 per year
 - infinity \$500.00
- discharge a registration \$10.00
- re-register a registration under subsection 36(7) of the Act No Fee
- amend a registration \$10.00
- effect a global change of multiple registrations \$500.00
- search the registry \$10.00 per search

The above fees are specified in detail in Part VIII 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 Newfoundland and Labrador Regulation.
- 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 53 & 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 Province 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 Province shall use reasonable efforts to effect the necessary corrective action.
- 7.3. The Province 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 Province, the Province shall rebate to the Client the fees, if any, paid by the Client to the Province associated with the failed use of the PPRS.
- 7.4. Subject to Sections 53 & 54 of the PPSA, the Province 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 Province 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 Province under this Agreement is assumed by the Client. The Province 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 Province has been advised of the possibility of such damages.
- 7.5. Subject to Sections 53 & 54 of the PPSA, the maximum aggregate liability of the Province to the Client for any claim whatsoever related to the PPR or to any services provided by the Province under this Agreement shall not exceed the fees paid to the Province 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. “Lien Check” means a publicly-accessible service that enables a Search by serial numbered goods.
- 8.3. “Province” means the Government of the Province of Newfoundland and Labrador as represented by the Minister of Government Services.
- 8.4. “PPR” means the Personal Property Registry as established by the PPSA.
- 8.5. “PPRS” means the service to provide electronic access to the PPR for purposes including, but not limited to, information retrieval, search, update, and registration.
- 8.6. “PPSA” means the *Personal Property Security Act*, Chapter P-7.1.
- 8.7. “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.

- 8.8. “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.)
- 8.9. “Regulations” means the *Personal Property Security Regulations* made pursuant to the PPSA.
- 8.10. “Search” means a single inquiry on the PPR according to any one of the following criteria: name of debtor (individual or enterprise), name of the respondent spouse, registration number, serial numbered goods.
- 8.11. “Secured Party” means a Secured Party as defined in the PPSA and includes a receiver, claimant, applicant spouse, as the case may be.
- 8.12. “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.
- 8.13. “Secured Party Contact” means the name of the person designated by the Client to receive inquiries about the Client’s registered interests.
- 8.14. “Secured Party Information” means the Secured Party’s name, address, phone number, fax number and Secured Party Contact person’s name and position.
- 8.15. “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.