

**Important Further Supplementary Information
for
Candidates Writing the Professional Practice Exam
regarding Limitation Periods**

Candidates writing Part B (Law) of the Professional Practice Exam (PPE) have been provided with a supplementary information sheet entitled:

"Supplementary Information
for
Candidates Writing the Professional Practice Exam
regarding
Limitation Periods"

That supplementary information sheet sets out, by way of very brief summary, some of the changes introduced by the Limitations Act, 2002 (the "2002 Act").

The fifth paragraph of that supplementary information sheet is headed "**No Contracting Out**" and points out that under the 2002 Act parties to a contract cannot agree to exclude or change the limitation periods set out in the 2002 Act.

Candidates should be aware that there has been new Ontario legislation, effective October 16, 2006, that changes the no contracting-out rule in the 2002 Act. Under the new Ontario legislation, which is called the Access to Justice Act, 2006, parties to business agreements entered into after October 16, 2006 are entitled to agree upon limitation periods that may differ from the limitation periods set out in the 2002 Act, subject to certain restrictions. For example, business parties can now agree to shorten or extend the **basic two-year limitation period**; to shorten the **ultimate fifteen-year limitation period**; and to extend or suspend the **ultimate fifteen-year limitation period** (but only where the relevant claim has been discovered).

It is important for Professional Engineers to be aware of this entitlement to negotiate limitation periods in business agreements that may differ from limitation periods prescribed by the 2002 Act.

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This information is merely a brief summary of the changes to the contracting-out provisions of the Limitations Act, 2002, and is given solely for the purpose of assisting candidates to study for the PPE and does not represent legal or other professional advice.