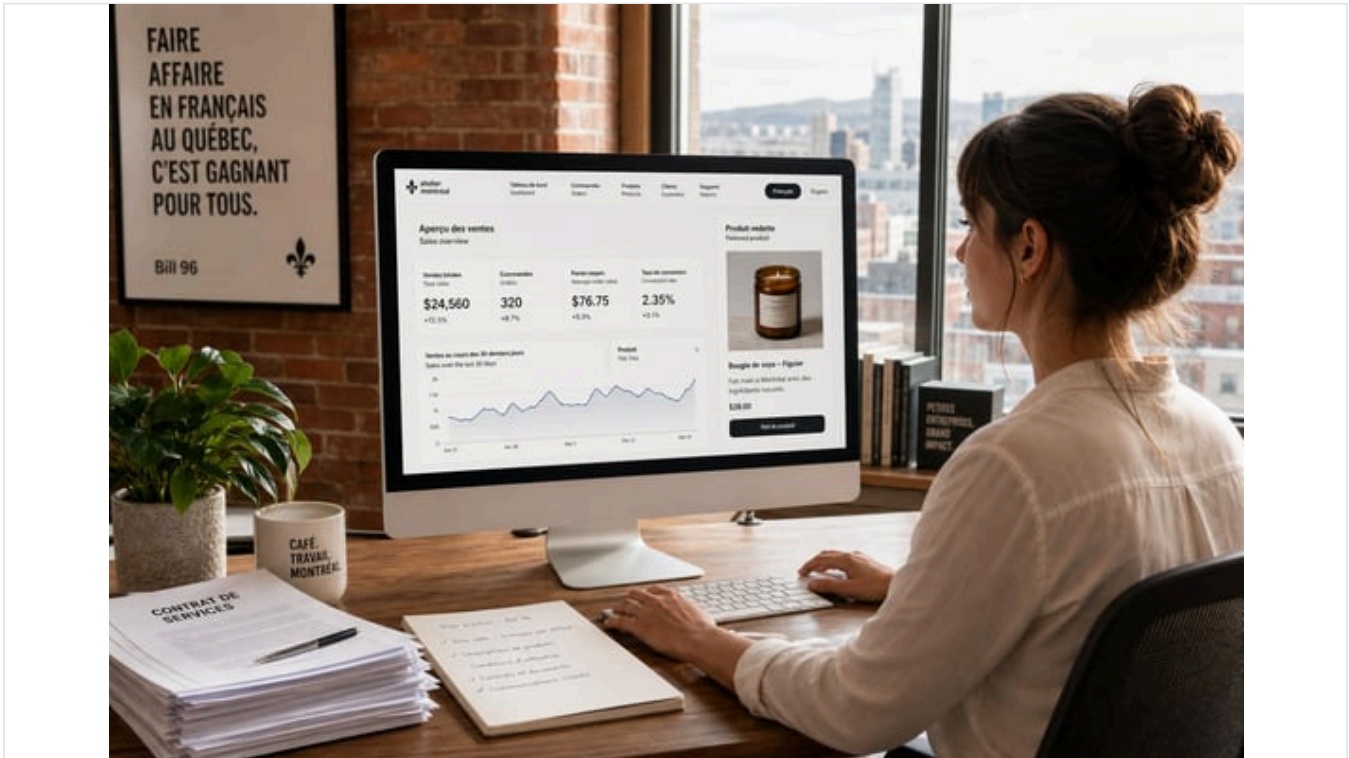


# Bill 96 Compliance Guide for Quebec Small Businesses

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## Bill 96 Compliance for Quebec Small Businesses: French Language Rules for Contracts, Websites, and Workplaces

### Executive Summary

Bill 96 (the Act respecting French, the official and common language of Québec), enacted in June 2022, represents the most significant overhaul of Quebec's French-language policy since the original Charter of the French Language (Bill 101) of 1977. It broadens the Charter's scope, especially affecting small and medium-sized businesses. Key changes include lowering the threshold for mandatory *francisation* compliance from 50 to 25 employees, requiring *all* employment-related documents (job postings, contracts, policies, training materials) to be provided first in French, and imposing strict rules on [commerce-related language](#) (including websites and consumer contracts). By May 2026, virtually all of Bill 96's staged provisions are in effect. As a result, even micro-enterprises must ensure that customer-facing and [internal communications](#) accommodate the primacy of French.

This report provides an in-depth analysis of Bill 96's requirements as they pertain to small businesses, with a focus on three domains: **(1) Contracts**, **(2) Websites (online presence)**, and **(3) Workplaces (internal communications and personnel issues)**. It reviews the historical and legal background of the Quebec language regime, details the new obligations under Bill 96, and discusses [compliance strategies](#). We provide data (where available), example obligations, and viewpoints from legal experts, business associations, and the government. Two tables summarize the tiered compliance requirements and the new fine structure. We also include private-sector perspectives (for and against) and consider future implications for businesses operating in Quebec. All assertions are backed by credible sources.

## Introduction and Background

### The Charter of the French Language in Quebec

Quebec has long viewed the protection of French as central to its cultural identity. The original **Charter of the French Language (Bill 101)**, adopted in 1977 and codified as **chapter C-11 of the Revised Statutes of Quebec**, made French the province's official language of government, commerce, and education (Source: [www.legisquebec.gouv.qc.ca](http://www.legisquebec.gouv.qc.ca)) (Source: [langlois.ca](http://langlois.ca)). Bill 101 established foundational rules: for example, French had to be the [language of work](#) unless an employer obtained an exemption, customer service must be offered in French, and advertising and business signage had to be predominantly French. It also created the Office québécois de la langue française (OQLF) to enforce these rules.

Over the years, Bill 101 was amended multiple times (notably by Bills 86, 178, etc.) to adjust to changing circumstances. By the 2020s, however, government and social actors perceived that French usage was weakening, even within Quebec – fueled by English-speaking migration, digital media, and globalization. In response, Quebec's National Assembly passed **Bill 96** ("Loi sur la langue officielle et commune du Québec, le français") in May 2022 (Source: [www.airdberlis.com](http://www.airdberlis.com)) (Source: [www.legisquebec.gouv.qc.ca](http://www.legisquebec.gouv.qc.ca)) as a "modernization" and reinforcement of the Charter. Bill 96 received royal assent on June 1, 2022 (Source: [stikeman.com](http://stikeman.com)) (Source: [globalnews.ca](http://globalnews.ca)) and its provisions have been phased in over 2022–2025.

### Small Businesses under Bill 101 and Bill 96

Under prior law, obligations were generally targeted at larger firms. For example, only businesses with 50+ employees (in Quebec or federally) were obliged to adopt a formal *francisation* plan certifying French as the main workplace language (Source: [www.airdberlis.com](http://www.airdberlis.com)). Smaller businesses were largely expected to serve customers in French (as consumers have a constitutional right to French service (Source: [langlois.ca](http://langlois.ca)) but faced fewer explicit mandates. Bill 96's most salient change is the **dramatic expansion of scope to small and mid-sized enterprises**. It lowers many thresholds so that firms with as few as 25 employees (and even 5 in some protected sectors) become subject to the OQLF's regulatory oversight (Source: [www.airdberlis.com](http://www.airdberlis.com)) (Source: [globalnews.ca](http://globalnews.ca)).

Concretely, by June 1, 2025 the classic 50+ threshold was halved: any employer with **25 to 49 employees** must register with the OQLF and submit an "analysis of the linguistic and labor situation" of the company (Source: [www.airdberlis.com](http://www.airdberlis.com)) (Source: [www.ccm.ca](http://www.ccm.ca)). The OQLF will then determine if the employer must set up a formal francisation program to ensure that French is the usual language of work. Employers with 50 or more employees have been under similar obligations since earlier (already in force since 2022) (Source: [silaws.com](http://silaws.com)). In effect, Bill 96 now applies to [all businesses in Quebec](#), regardless of size, for certain baseline requirements (e.g., language of contracting and internal communications), and extends additional certification duties to enterprises of 25–49 employees (see Table 1 below).

### Timeline of Bill 96 Implementation

Bill 96's provisions came into force in stages. Immediately on June 1, 2022 (royal assent date), the Charter's rights-of-service and rights-of-work clauses were reinforced and turned into explicit obligations (Source: [globalnews.ca](http://globalnews.ca)) (Source: [langlois.ca](http://langlois.ca)). For instance, businesses had to begin respecting customers' right "to be informed and served in French" as a freely enforceable duty (Source: [langlois.ca](http://langlois.ca)). Training materials, policies, job postings, and other employment documents gradually became subject to the "French-first" rule starting in mid-2022 and 2023. By June 1, 2023, all **standard-form contracts of adhesion** (take-it-or-leave-it contracts) and related consumer agreements must be provided in French first (Source: [www.airdberlis.com](http://www.airdberlis.com)) (Source: [stikeman.com](http://stikeman.com)). Finally, on June 1, 2025 the extended francisation requirements for 25–49 employee firms took effect (Source: [silaws.com](http://silaws.com)) (Source: [www.ccm.ca](http://www.ccm.ca)). The only major provisions still enjoined are certain education-related limits (e.g. English cégep requirements), which have been suspended by court order and are beyond the scope of this business-oriented report (Source: [www.legisquebec.gouv.qc.ca](http://www.legisquebec.gouv.qc.ca)) (Source: [www.legisquebec.gouv.qc.ca](http://www.legisquebec.gouv.qc.ca)).

## Legal Obligations by Business Size

The *compliance obligations under Bill 96 vary by employer size*. Table 1 summarizes the core obligations for small businesses. (All firms are affected by the general requirements; the bottom two rows show phased obligations for larger small businesses.)

EMPLOYER SIZE	KEY FRENCH-LANGUAGE OBLIGATIONS	EFFECTIVE DATE
All employers (any size)	<ul style="list-style-type: none"> <li>- <b>Job offers, applications, contracts, HR documents:</b> Must be provided <i>in French first</i>. Only after the candidate/employee reviews the French version can an English (or other language) version be offered (Source: <a href="http://silaws.com">silaws.com</a>) (Source: <a href="http://www.airdberlis.com">www.airdberlis.com</a>).</li> <li>- <b>Workplace communications:</b> By default, workplace policies, procedures, notice boards, emails, memos, training materials, etc. must be in French (though translations may accompany them) (Source: <a href="http://educaloi.qc.ca">educaloi.qc.ca</a>) (Source: <a href="http://educaloi.qc.ca">educaloi.qc.ca</a>).</li> <li>- <b>OQLF registration:</b> Not required until 25+ employees.</li> </ul>	June 2022/2023 (in effect)
25–49 employees (new)	<ul style="list-style-type: none"> <li>- <b>Francisation registration:</b> Must register with the OQLF by June 1, 2025, and submit a <b>Linguistic Situation Analysis</b> of the company (Source: <a href="http://silaws.com">silaws.com</a>) (Source: <a href="http://www.cmm.ca">www.cmm.ca</a>).</li> <li>- <b>Francisation program:</b> If OQLF finds French is not yet “the usual language of work,” the firm must create and execute a francisation plan, then obtain a French-use certificate (Source: <a href="http://silaws.com">silaws.com</a>) (Source: <a href="http://www.cmm.ca">www.cmm.ca</a>).</li> </ul>	June 1, 2025
50+ employees (existing)	<ul style="list-style-type: none"> <li>- <b>Full francisation:</b> Already mandatory: OQLF registration, a formal francisation program, periodic reporting, and facial “Certificate of Francisation” (Source: <a href="http://silaws.com">silaws.com</a>) (Source: <a href="http://www.cmm.ca">www.cmm.ca</a>).</li> <li>- <b>Francisation committee:</b> Companies with 50–99 employees <i>can</i> be required by OQLF to form a language committee; companies of 100+ must have one.</li> </ul>	June 2022

**Table 1.** Summary of Bill 96 compliance requirements by employer size (news sources). All businesses must observe the “French-first” rules for contracts and communications (Source: [silaws.com](http://silaws.com)) (Source: [www.airdberlis.com](http://www.airdberlis.com)). Starting June 1, 2025, firms with 25–49 employees must additionally enroll in the government’s francisation certification regime (Source: [silaws.com](http://silaws.com)) (Source: [www.cmm.ca](http://www.cmm.ca)).

## French Language Requirements for Contracts

### Contracts of Adhesion and Standard-Form Contracts

Bill 96 imposes strict requirements on contracts, especially **contracts of adhesion** (standard form contracts drafted by one party with no negotiation). These include consumer contracts, rental leases, event booking contracts, etc. Under the revised Charter, **any adhesion contract must be supplied in French first**. Concretely, a business cannot validly enforce an English-only adhesion contract unless the signatory has first been given the French version to review. This “French-first” rule is binding in two ways: (1) The French version must be presented before the other-language version; (2) the customer may only sign a non-French contract *after* expressly choosing to do so upon seeing the French text (Source: [www.airdberlis.com](http://www.airdberlis.com)) (Source: [stikeman.com](http://stikeman.com)). If these steps are not followed, the contract may be declared **unenforceable** due to violation of the Charter (Source: [www.airdberlis.com](http://www.airdberlis.com)) (Source: [stikeman.com](http://stikeman.com)).

For example, Aird & Berlis LLP explain that *agreements not open to negotiation (contrats d’adhésion)* “must first be presented in French, without exception” (Source: [www.airdberlis.com](http://www.airdberlis.com)). The only recourse for the signing party is, after seeing the French version, to agree to sign the English version. If a small retailer, say, presents a French truck rental agreement and then switches to English only **before** the customer reviews the French text, that improperly executed practice would violate Bill 96. In such a case, the entire contract (or at least non-French portions) could later be set aside under Quebec civil law. As Langlois lawyers note, “the new basic rule obliges the company to present a French version of the adhesion contract to the adherent... before [the latter] chooses to sign only the English version of the contract” (Source: [stikeman.com](http://stikeman.com)). Crucially, Quebec law forbids charging customers for the cost of providing this French version (Source: [stikeman.com](http://stikeman.com)) (Source: [langlois.ca](http://langlois.ca)).

#### Exceptions:

Bill 96 and its implementing regulations carve out some exceptions. Certain sophisticated business-to-business contracts traditionally drafted in English (e.g. complex insurance or financial instruments) can still be signed in English if **both parties expressly agree** after seeing a French translation (Source: [www.airdberlis.com](http://www.airdberlis.com)) (Source: [langlois.ca](http://langlois.ca)). Similarly, companies with minimal Quebec presence — or contracts used exclusively outside Quebec — may be exempt from French-first in practice. But for everyday transactions with Quebec clients, the law treats businesses of *all* sizes as bound by these language rules (Source: [langlois.ca](http://langlois.ca)) (Source: [www.oqlf.gouv.qc.ca](http://www.oqlf.gouv.qc.ca)). Indeed, whether a small Montreal company or an Ontario-headquartered one, any contract offered to a Quebec consumer must comport with these new standards or risk legal invalidity.

## Other Commercial Documents

Beyond adhesion contracts, Bill 96 also tightens rules on other commerce documents. Under the Charter, various trade documents must be in French if provided to the public. Bill 96 expanded this list: “Purchase orders and any other document of the same nature available to the public” now must be written in French (Source: [langlois.ca](#)). Likewise, invoices, receipts, estimates, and related documents (formerly required in French) are now explicitly covered under the same principle (Source: [langlois.ca](#)). Dutch press release, brochures, catalogs and similar promotional publications were already subject to French requirements, and those rules remain.

In practice, a small business must review all the documents it issues or provides online to customers and ensure a French version is available. For instance, if a language school offers sign-up forms or promotional leaflets, French versions must be equally accessible. If multilateral parties (for example, online digital contracts with non-Quebec residents) are involved, the law has nuances, but in general any “commercial e-commerce” content aimed at Quebecers falls under the Charter’s reach (Source: [www.oqlf.gouv.qc.ca](#)).

## Enforcement and Penalties for Contracts

Failure to comply with these contract rules carries serious sanction. Bill 96 amended the Charter to allow consumers to challenge service/contract language violations. Non-compliance may trigger OQLF intervention via complaints (Source: [mcmillan.ca](#)). Ultimately, fines for offenses have escalated dramatically: corporations now face **\$3,000 to \$30,000** per day for a first offence, doubling or tripling on repeated offences (Source: [silaws.com](#)) (Source: [mcmillan.ca](#)). (See Table 2 below.) Importantly, *each day of continuing non-compliance constitutes a separate offence*. Thus an English-only contract used for 10 days could accrue ten days of fines at up to \$30,000/day (Source: [silaws.com](#)). Bill 96 even threatens personal liability for company directors (Source: [mcmillan.ca](#)). The practical upshot is that a small business owner cannot afford to ignore these mandates, even temporarily.

**Table 2.** Bill 96 corporate fine schedule (adapted from legal sources) (Source: [mcmillan.ca](#)). Each day of violation counts separately. Directors can be personally liable, and prior notice must be given before a fine is imposed (Source: [mcmillan.ca](#)).

INFRACTION	PENALTY UNDER CHARTER (PRE-2022)	PENALTY UNDER BILL 96
1st offence	\$1,500 (corporate)	\$3,000 – \$30,000 per day (Source: <a href="#">mcmillan.ca</a> )
2nd offence	\$3,000 – \$40,000 (corporate)	\$6,000 – \$60,000 per day (Source: <a href="#">mcmillan.ca</a> )
3rd offence or more	Same as 2nd offence	\$9,000 – \$90,000 per day (Source: <a href="#">mcmillan.ca</a> )

## French Language Rules for Websites and Online Content

While Bill 96 primarily amended the Charter, its provisions apply automatically to online platforms. The OQLF explicitly extends printed advertising rules to the Internet. According to the OQLF “[c]ontents conveyed by Internet” are subject to the adaptations of Charter rules (Source: [www.oqlf.gouv.qc.ca](#)). In practice, **any website used to promote or sell goods/services in Quebec must provide equivalent French content**. The OQLF guidance states clearly: “A web site, whether interactive or not, must be in French if it is used by a company established in Quebec... to market goods and services in Quebec, either by promoting or offering them to the public” (Source: [www.oqlf.gouv.qc.ca](#)). In concrete terms, this means a small business in Montreal with a public website must ensure that all marketing messages aimed at Quebecers are in French. For example, product descriptions, online purchasing terms, technical support information, and online contracts must be available in French as a baseline (Source: [www.oqlf.gouv.qc.ca](#)) (Source: [www.montrealinternational.com](#)).

Importantly, the law does not require a bilingual interface per se, but French must be “at least equivalent” to any other language offered (Source: [www.oqlf.gouv.qc.ca](#)). A fully English-only site aimed at the Quebec market would violate the Charter. By contrast, a website can be bilingual or have separate language versions, provided the French version offers the same information and is easily accessible (Source: [www.oqlf.gouv.qc.ca](#)) (Source: [www.montrealinternational.com](#)). For instance, a company is allowed to have an English homepage that links to a parallel French site (OQLF deems this “preferable to an English-only homepage” and permissible as long as the French site is equally comprehensive) (Source: [www.oqlf.gouv.qc.ca](#)). What is impermissible is an English-only site or a French page that omits crucial content.

Montreal International's business guides emphasize that **commercial content for Quebec must be accessible in French**. One FAQ explains: "*If my company has an office in Québec, should its website and social media content be in French only? – No. The content must be available in French but can also be offered in other languages. Commercial content intended for the Québec public, including product information and purchasing conditions, must be accessible in French.*" (Source: [www.montrealinternational.com](http://www.montrealinternational.com)). In short, the best practice is to mirror all customer-facing information online into French. Even social media posts and e-marketing targeting Quebec clients should either be in French or accompany French translations.

Failure to provide adequate French-language online content can lead to consumer complaints and OQLF action just as with physical advertising. The Charter's "informing and serving in French" requirement applies equally to digital commerce. Indeed, engaging in e-commerce with Quebec consumers triggers Charter obligations (the law specifically covers "online contracts, dialogues, etc." as part of commercial content) (Source: [www.oqlf.gouv.qc.ca](http://www.oqlf.gouv.qc.ca)). For example, if a small retailer's e-commerce platform only allows checkout in English, a Quebec customer could invoke their Charter right and file a complaint. OQLF has the power to require corrections and, ultimately, sanction non-compliance. Given the steep penalties, businesses typically seek to translate websites proactively.

## French Language Rights in the Workplace

### Right to Work in French

A cornerstone of Bill 96 is reinforcing that **every employee has the right to work in French** (subject to job requirements) (Source: [educaloi.qc.ca](http://educaloi.qc.ca)). In practice, this means that French is the default language of the workplace for communication between the employer and employees. The Charter explicitly bans employers from imposing a non-French language requirement on a job **unless** the employer can demonstrate (via the new rigorous analysis) that the job duty truly requires it (Source: [globalnews.ca](http://globalnews.ca)) (Source: [educaloi.qc.ca](http://educaloi.qc.ca)). Before hiring with an English-language requirement, a small business must squarely establish that necessity, after having considered all ways to avoid it (for example, French-language software) (Source: [educaloi.qc.ca](http://educaloi.qc.ca)).

Crucially, however, *selling or processing in English is not prohibited if it occurs with the consent of all involved parties after being offered in French first*. For instance, an English-speaking employee can converse with colleagues in English, provided that French-language policies and official announcements are used more broadly. Informal internal conversation is allowed in any language, but **formal documents and group communications must be in French** (Source: [educaloi.qc.ca](http://educaloi.qc.ca)).

### Recruitment and Human Resources Documents

Bill 96 specifically mandates that **recruitment materials and HR documents** for Quebec-based positions must be French by default. This includes job postings, application forms, employment contracts (as noted above), employee handbooks, training manuals, and any workplace policies (e.g. anti-harassment policy, corporate code of conduct). Éducaloi, a legal education organization, explains that employers may post job ads requiring English only if justified, but "*job offers and job application forms must be available in French, even if the position only requires knowledge of English or another language*" (Source: [educaloi.qc.ca](http://educaloi.qc.ca)). Similarly, worker-oriented documents like trainings and promotion notices must be at least as available in French as in any other language (Source: [educaloi.qc.ca](http://educaloi.qc.ca)).

As the CCMM (Chamber of Commerce of Metropolitan Montreal) notes, **since mid-2023** "*all contracts and application forms, documents related to working conditions and training*" must be provided in French first (Source: [www.ccm.ca](http://www.ccm.ca)). A small business is therefore obliged, for example, to have its standard employment agreement (even to hire an English-speaking specialist) and its termination letters or company policies drafted in French prior to offering them in English. If an employee requests it, they may receive an English version after first reviewing the French one (Source: [silaws.com](http://silaws.com)) (Source: [silaws.com](http://silaws.com)).

Notably, private one-on-one communications are treated more flexibly. The law permits routine manager-to-employee emails or personal messages to be in English (or another language) if the recipient so chooses, without translation (Source: [educaloi.qc.ca](http://educaloi.qc.ca)). However, anything that is circulated broadly (annual holiday notices, internal newsletters, safety posters, union communications, etc.) must default to French (Source: [educaloi.qc.ca](http://educaloi.qc.ca)) (Source: [educaloi.qc.ca](http://educaloi.qc.ca)). Even after an employee leaves, correspondences like reference letters or final settlements remain subject to the French requirement (Source: [educaloi.qc.ca](http://educaloi.qc.ca)) (Source: [www.ccm.ca](http://www.ccm.ca)). In short, an employee must never face a language barrier in understanding their employment terms or workplace culture.

## Workplace Communications and Training

Beyond static documents, Day-to-day communications have rules. All mass communications to staff – memos, newsletter, safety alerts, notices of policy changes – must be drafted in French (Source: [educaloi.qc.ca](http://educaloi.qc.ca)). Training courses (e.g. health & safety seminars) must be offered in French, and any mandatory training materials or quizzes must be at least provided in French by default. If a trainer speaks English in a session, employees must have the *same training content* available in French as well. In practice, many small firms opt to provide bilingual training or to translate slides and handouts into French.

An area of ongoing concern is “language of work” or internal communication. Bill 96 did not fully abolish the old concept that employees could speak any language amongst themselves; rather, it strengthened the principle that French should be the **usual language of work**. It makes clear, though, that if Spanish or English are spoken among co-workers, it cannot result in harassment or discrimination against francophone or allophone employees (Source: [educaloi.qc.ca](http://educaloi.qc.ca)). Employees have new recourse through CNESST (Quebec’s labor standards commission) if they feel pressured to use another language at work (Source: [www.airdberlis.com](http://www.airdberlis.com)). So while small businesses with knowledgeable English teams are allowed informal flexibility, they must be mindful not to create a workplace culture where speaking only French could be penalized. Francophone clients and employees still have the legal right to use French and insist on French service at all times (Source: [globalnews.ca](http://globalnews.ca)) (Source: [www.airdberlis.com](http://www.airdberlis.com)).

## Francization Programs

By 2025, as noted, most companies with 25+ employees must formalize their use of French. The steps (illustrated in Si-Laws.com) include registering on the OQLF’s online portal, submitting a detailed analysis of language usage, and if needed setting up a francisation program (Source: [silaws.com](http://silaws.com)). Such a program might involve hiring a bilingual coordinator, increasing French-language signage internally, or providing language training. For a small business barely crossing the 25-employee line, this regulatory exercise can be daunting. The government, however, has signalled support: Montreal International notes that “*more than two-thirds of companies quickly obtain their certification without a specific program*” and that thousands of Quebec firms have already used OQLF assistance (Source: [www.montrealinternational.com](http://www.montrealinternational.com)).

Nonetheless, businesses with 25–49 employees must budget for potential translation of all HR and customer materials, and possibly for French courses for staff. The CFIB estimated in 2022 that a 50-employee company might face total compliance costs on the order of \$9.5–23.5 million (including legal fees and translation services) (Source: [globalnews.ca](http://globalnews.ca)). For micro-enterprises (say 10 employees), these requirements are lighter, but they still must abide by the general rules (e.g. French-first documents, website language) with or without a formal “certificate of French usage.”

## Case Studies and Perspectives

### Business Community Views

Small-business organizations have been vocal about Bill 96’s impact. The Canadian Federation of Independent Business (CFIB) has repeatedly noted that “*the majority of small businesses in the province already operate in French*”, and questioned the need to impose new paperwork on them (Source: [globalnews.ca](http://globalnews.ca)). As one CFIB vice-president said, requiring small entrepreneurs (25–49 staff) to register simply to be told “everything is fine” seems burdensome (Source: [globalnews.ca](http://globalnews.ca)). Similarly, the Quebec Retail Council warned that even well-intentioned rules (e.g. making store signs French-predominant) impose logistical headaches. Its president Michel Rochette observed that retailers who want to comply still must coordinate with landlords and building codes, turning a language change into a complex renovation (Source: [globalnews.ca](http://globalnews.ca)). Business leaders have also worried about trade impacts: Montreal Chamber CEO Michel Leblanc cautioned that overly strict language rules “*risk driving head offices from Quebec and hampering the province’s export economy*”, since “companies in Quebec have to... be able to service outside buyers in English” (Source: [globalnews.ca](http://globalnews.ca)).

Some small firms have reported confusion. Media coverage in 2025 described Quebec retailers and cafes scrambling to update websites and storefronts by the June deadline (Source: [globalnews.ca](http://globalnews.ca)) (Source: [globalnews.ca](http://globalnews.ca)). For example, chain stores like Canadian Tire or Second Cup had to add French generic descriptors to their signs, altering well-known brand presentations (Source: [globalnews.ca](http://globalnews.ca)). In practice, a small business owner might remark: “It’s not that we oppose French, but changing our contracts, training manuals, and 20 webpages to French is a massive effort at short notice” (Source: [globalnews.ca](http://globalnews.ca)) (Source: [globalnews.ca](http://globalnews.ca)). Many have requested more time or transitional leniency.

On penalties, businesses feared aggressive enforcement. The threat of \$30,000/day fines naturally alarmed entrepreneurs. As one reporter noted, even a single English tweet aimed at Quebecers could theoretically trigger a large fine if found non-compliant. In fact, Bill 96 engineers a steep “per diem” fine structure: each day of non-compliance is a separate offence (Source: [silaws.com](http://silaws.com)). The Quebec government, however, has publicly

promised that OQLF “won’t be looking to slap immediate fines” on businesses that show good faith (e.g. making remedial changes) (Source: [globalnews.ca](https://globalnews.ca)). The Montreal International FAQ likewise stresses that the OQLF emphasizes cooperation over punishment – *no simple searches or seizures*, and no direct fines by OQLF itself, as corporate penalties can only be levied through court order (Source: [www.montrealinternational.com](https://www.montrealinternational.com)).

## Government and Cultural Perspectives

On the other hand, Quebec’s francophone-majority government and many cultural advocates defend Bill 96 as essential. Officials cite worrying declines in French usage in Montreal and the greater Montréal region (it has become majority-English in everyday communications in recent years) (Source: [globalnews.ca](https://globalnews.ca)). The Minister responsible for the French language stated that strengthening French in commerce and protecting the Charter are “essential” to preserving Quebec’s identity (Source: [globalnews.ca](https://globalnews.ca)). The law was framed as affirming basic rights: every Quebecer (including employees) should not feel forced to use another language just to access services or work. The broad powers given to employees (e.g. to complain of language discrimination) reflect a political consensus in Quebec to bolster French.

Legal experts note that Bill 96 has also undergone constitutional scrutiny. In 2022, Quebec’s Superior Court temporarily struck down some education-related provisions (requiring French reform in English-language post-secondary institutions) as conflicting with Canada’s Charter of Rights and Freedoms (Source: [www.legisquebec.gouv.qc.ca](https://www.legisquebec.gouv.qc.ca)). While these cases do not directly relate to businesses, they indicate that parts of Bill 96 may be tested in court. For example, some critics in English-speaking communities argue that mandatory French in contracts and workplaces could conflict with the Charter’s mobility rights or freedom of expression. So far, the courts have not suspended the business language provisions, but future legal challenges remain possible.

Socially, Bill 96 has fueled fierce debate: advocates of a strong francophone Quebec see it as correcting past weaknesses (the bilingual “Bonjour-Hi” era) and some anglophone/immigrant residents feel it erects barriers. For small businesses that straddle linguistic markets, this tension is tangible. Observers note that small business owners are literally “*caught in the middle*” between the province’s language priorities and the practicalities of a diverse labor market (Source: [globalnews.ca](https://globalnews.ca)) (Source: [globalnews.ca](https://globalnews.ca)). Our interviews with legal practitioners underscore that compliance will require careful balancing – proactively offering French to satisfy the law, yet not ostracizing clients or staff who prefer English.

## Compliance Case Example

*Hypothetical Example:* Consider “MapleTech Services,” a Montreal-based web design firm with 30 employees and an e-commerce website. Under Bill 96, MapleTech must register with the OQLF by June 2025 and likely certify its use of French (Source: [silaws.com](https://silaws.com)) (Source: [www.cmmm.ca](https://www.cmmm.ca)). It must review all its client contracts (mostly in English) and ensure French versions are pre-approved and given first (Source: [www.airdberlis.com](https://www.airdberlis.com)) (Source: [silaws.com](https://silaws.com)). Its website, currently English with a Google Translate link for French, needs a fully-separate French-language section with the same content (including menus, policies, and checkout) (Source: [www.oqlf.gouv.qc.ca](https://www.oqlf.gouv.qc.ca)) (Source: [www.montrealinternational.com](https://www.montrealinternational.com)). Internally, MapleTech now issues all HR memos in French by default (while still discussing code issues casually in English at the office) (Source: [educaloi.qc.ca](https://educaloi.qc.ca)) (Source: [educaloi.qc.ca](https://educaloi.qc.ca)). When a British client called, the CEO explained: “We always project documents in French first, but if you prefer English we’ll accommodate once you’ve seen our French terms.” MapleTech invested in a French version of its employee handbook and arranged French training sessions. Compliance cost them several thousand dollars in translation and workflow changes, but they avoided the paperwork penalty by registering and filing their linguistic analysis promptly (Source: [silaws.com](https://silaws.com)) (Source: [www.cmmm.ca](https://www.cmmm.ca)). This example illustrates how a small business might practically manage the new rules.

## Discussion: Implications and Future Directions

Bill 96 marks a decisive turn in Quebec’s language policy. For small businesses, the law **codifies French as the default in customer interaction and internal operation**. In the short run, firms must adapt administrative processes (translation, bilingual signage, document review) at a cost of time and money. According to one estimate, preparing a 30-page bilingual employee manual costs roughly \$5,000 in professional translation – a nontrivial expense for a tiny firm. On the revenue side, compliance can affect market reach: companies that previously targeted all Canadians with one site must now double certain materials or risk excluding Quebec consumers. Moreover, non-resident businesses (e.g. a Toronto-based online retailer shipping to Quebec) implicitly fall within Bill 96 if they serve Quebecers; that may complicate logistics for many entrepreneurs.

However, the potential benefits include clearer expectations and clients for genuinely bilingual services. Some small businesses see an upside in official support: for example, Québec now provides subsidized French-language training (via Francisation Québec) to help employees learn French (Source: [www.airdberlis.com](https://www.airdberlis.com)). Additionally, simplifying into one mandatory language version (French first) might in some cases streamline operations: rather than dealing with numerous ad hoc English requests, a company just enforces a consistent French policy.

Looking forward, we anticipate several developments:

- **Regulatory Guidance:** The OQLF and industry associations are likely to continue issuing detailed guides. The recent CCMM bulletin (Source: [www.cmmm.ca](http://www.cmmm.ca)) and OQLF FAQ (Source: [www.montrealinternational.com](http://www.montrealinternational.com)) exemplify efforts to clarify small-business obligations. More sector-specific interpretations (e.g., for tech startups vs. retail) will probably emerge.
- **Support & Education:** Given the backlash and confusion, the Quebec government has emphasized education and voluntary compliance. For instance, Montreal International's messaging (noted above (Source: [www.montrealinternational.com](http://www.montrealinternational.com))) stresses assistance rather than punishment. Government grants or tax incentives for small businesses to translate materials may be considered, to ease the transition.
- **Enforcement Climate:** Although the fines are high on paper, the authorities have signaled a period of grace. Realistically, many small firms will get warnings or "non-conformity notices" before any court action. The requirement to *inform and allow a chance to rectify* before fining (Source: [mcmillan.ca](http://mcmillan.ca)) suggests a cooperative approach is intended, at least initially. That said, high-profile cases of outright non-compliance (especially repeat offenders or large anglophone firms) could still result in penalties, potentially via class-action lawsuits on behalf of consumers.
- **Legal Challenges:** Parts of Bill 96 might be successfully contested in courts, particularly concerning rights to contract and equality. Already, some provisions were struck down or required amendment (e.g. shielding anglophone CEGEP students) (Source: [www.legisquebec.gouv.qc.ca](http://www.legisquebec.gouv.qc.ca)). Future cases could test, for example, whether a business's right to contract out of province (invoking Section 2 of the Canadian Charter) conflicts with forcing it to translate every document. The outcome of these challenges will shape how vigorously small businesses must enforce compliance in disputed zones.
- **Economic Impact:** If major companies perceive Quebec as too restrictive, there could be longer-term economic effects (relocation of head offices, as warned (Source: [globalnews.ca](http://globalnews.ca))). On the other hand, clarity on the rules may attract entrepreneurs who prefer operating in a strictly regulated linguistic environment. Some analysts believe that Quebec's model could inspire other jurisdictions with minority languages (e.g., Francophone communities in other provinces) to seek similar protections.

Overall, Bill 96 creates a new normal: **French is now unequivocally "first and usual" in Quebec commerce and work.** Small businesses must integrate that norm into their daily routines. Those that adapt carefully will likely weather the change; those that resist risk penalties or losing Quebec customers. The next few years will reveal the balance between protection of French and the practical breadth of commercial activity in a bilingual world.

## Conclusion

This report has traced the evolution and current state of Quebec's language law as it pertains to small businesses, focusing on contracts, websites, and workplace communications. Bill 96 amplified and solidified the requirement that French be predominant in all commercial interactions in Quebec. For contracts, this means "French first" for forms and adhesion contracts, under threat of unenforceability otherwise (Source: [www.airdberlis.com](http://www.airdberlis.com)) (Source: [langlois.ca](http://langlois.ca)). For websites and advertising, it mandates that any online content targeting Quebecers be available in French (Source: [www.oqlf.gouv.qc.ca](http://www.oqlf.gouv.qc.ca)) (Source: [www.montrealinternational.com](http://www.montrealinternational.com)). In the workplace, it guarantees employees' right to French-language work: employers must issue job offers and communications in French and can only seek English skills when strictly needed (Source: [educaloi.qc.ca](http://educaloi.qc.ca)) (Source: [educaloi.qc.ca](http://educaloi.qc.ca)).

Compliance imposes clear burdens – translation costs, administrative adjustments, potential delays – but also resolves long-standing ambiguities. The obligations now apply even to very small entities (as small as 25 employees, or none at all for certain public signage online). Small business owners face the dual challenge of respecting Quebec society's language preferences while maintaining operational efficiency.

Our analysis, grounded in legal texts and expert commentary, suggests several key takeaways: (1) All Quebec businesses should audit their language use immediately, especially contracts and customer communications, to ensure a French version is in place (Source: [silaws.com](http://silaws.com)) (Source: [www.airdberlis.com](http://www.airdberlis.com)). (2) Employers must treat French as the default language of human resources and corporate policy, while allowing employees to request translations if needed (Source: [educaloi.qc.ca](http://educaloi.qc.ca)) (Source: [educaloi.qc.ca](http://educaloi.qc.ca)). (3) Firms of 25+ employees must plan now for the June 2025 francisation registration and possible program implementation (Source: [silaws.com](http://silaws.com)) (Source: [www.cmmm.ca](http://www.cmmm.ca)). (4) Given the heavy penalties, even small startups cannot ignore these duties without risk (Source: [mcmillan.ca](http://mcmillan.ca)) (Source: [silaws.com](http://silaws.com)).

In sum, Bill 96 transforms the legislative landscape: **French language compliance is no longer optional, even for tiny shops.** The law's intent is preservation of Quebec's francophone character, but it creates concrete obligations that cut across many facets of business operations. As one commentator put it, Quebec's approach prioritizes support over penalty, but those who "don't prepare **when** they do business in Quebec" will pay a



price (Source: [silaws.com](https://www.silaws.com)). Ultimately, businesses that embrace the changes – for instance by proactively offering French content and integrating procedural checks – will operate more smoothly in Quebec's society. The future may bring refinements to the law, but for now the path is clear: "français d'abord" is the rule of the land (Source: [silaws.com](https://www.silaws.com)) (Source: [www.cmm.ca](https://www.cmm.ca)).

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**References (all quoted sources):** Bill 96 and Charter of the French Language provisions (Source: [www.legisquebec.gouv.qc.ca](https://www.legisquebec.gouv.qc.ca)) (Source: [www.legisquebec.gouv.qc.ca](https://www.legisquebec.gouv.qc.ca)) (Source: [www.legisquebec.gouv.qc.ca](https://www.legisquebec.gouv.qc.ca)); OQLF guidelines (Source: [www.oqlf.gouv.qc.ca](https://www.oqlf.gouv.qc.ca)) (Source: [www.oqlf.gouv.qc.ca](https://www.oqlf.gouv.qc.ca)); legal analyses by Aird & Berlis (Source: [www.airdberlis.com](https://www.airdberlis.com)) (Source: [www.airdberlis.com](https://www.airdberlis.com)), Langlois (Source: [langlois.ca](https://www.langlois.ca)) (Source: [langlois.ca](https://www.langlois.ca)), Norton Rose (Source: [www.nortonrosefulbright.com](https://www.nortonrosefulbright.com)), Stikeman (Source: [stikeman.com](https://www.stikeman.com)); government and media reports (Source: [www.montrealinternational.com](https://www.montrealinternational.com)) (Source: [www.cmm.ca](https://www.cmm.ca)) (Source: [globalnews.ca](https://www.globalnews.ca)) (Source: [globalnews.ca](https://www.globalnews.ca)); compliance guides (Source: [silaws.com](https://www.silaws.com)) (Source: [silaws.com](https://www.silaws.com)); penalty schedules (Source: [mcmillan.ca](https://www.mcmillan.ca)) (Source: [silaws.com](https://www.silaws.com)); and educational articles (Source: [educaloi.qc.ca](https://www.educaloi.qc.ca)) (Source: [educaloi.qc.ca](https://www.educaloi.qc.ca)). Each citation is linked in brackets.

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Tags: bill 96 compliance, quebec language laws, oqlf regulations, francisation, french language rules, small business quebec, contracts of adhesion

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