



**CONSUMER
PROTECTION BC**

UNDERTAKING

Pursuant to Section 154 of the *Business Practices and Consumer Protection Act*

THIS UNDERTAKING is made with an effective date of February 11, 2020 and amends the Undertaking signed on November 19th, 2019.

Between

Save the Bees Project LTD

and,

[REDACTED] ("The Respondent")

And

**The Director of the
Business Practices and Consumer Protection Authority of British Columbia (the "Director")**

WHEREAS:

- A. Having regards to Distance Sales Contracts within the meaning of the *Business Practices and Consumer Protection Act* ("BPCPA") and the Consumer Contracts Regulation ("CCR");
- B. The Respondent is an online retailer operating out of New Westminster, BC.
- C. Since 2018, the Respondent has been executing distance sales contracts with consumers.
- D. An Inspection ("the Inspection") was conducted by a Consumer Protection BC Inspector ("the Inspector") from January 2019 to date.
- E. The Respondent was non-compliant with distance sales contract requirements under sections 46, 47 and 48 of the BPCPA dealing with the delivery of goods, delivery arrangements and the cancellation/ return and exchange policies that applied to the contracts.
- F. The Respondent failed to comply with refund requirements under section 50 of the BPCPA when it failed to refund all money received in respect of distance sales contracts within 15 days of receiving cancellation notices from consumers.
- G. The Respondent contravened section 5(1) of the BPCPA when it committed the deceptive acts and practices of representing that a portion of the proceeds derived from consumer

transactions would be donated to charities, and then not making such donations.

H. In accordance with Section 154(3) of the BPCPA, the Director agrees to terminate the proceedings commenced against the Respondent upon acceptance of this Undertaking.

NOW THEREFORE the Respondent undertakes, acknowledges, and agrees with the Director:

- [1] By December 20, 2019 the Respondent will issue a letter to Consumer Protection BC and RBC detailing the exact procedure required to transfer the refunds (Approximately \$7856.68) back to the consumers and requesting a transfer for the \$6000 partial inspection costs to Consumer protection BC.
- [2] By March 13, 2020, the Respondent will issue refunds in the amounts and to the consumers noted in Appendix A to this Undertaking [\[Tab 1\]](#).
- [3] The refund of money referenced in item [1] of this Undertaking must be made by electronic funds transfer or other method approved by the Director and may not cause the consumer to bear any expense related to the refund.
- [4] When executing distance sales contracts, the Respondent will disclose in writing all information required by section 46 of the BPCPA prior to accepting payment for goods or services to be supplied under the contracts.
- [5] The Respondent will, within 15 days of executing any distance sales contract, provide a printable copy of the contract that discloses all the information required by section 46 of the BPCPA.
- [6] For any distance sales contract the Respondent delivers to an electronic email address provided by a consumer for delivery of the contract or information related to the distance sales contract, receipt of the contract by the consumer will be deemed to have taken place 3 days after the Respondent sends the email. For clarity, calculation of the 3 days is to be done by not counting the day the email is sent.
- [7] For any distance sales contract where a consumer exercises any of the lawful cancellation rights under section 49 of the BPCPA (reproduced below), the Respondent will, upon receiving the cancellation notice, acknowledge the receipt of the cancellation notice, by email, phone or by any other means that can be recorded and, cancel the supply of goods due to be supplied under the contract and provide a refund of any funds received, within 15 days of the consumer giving the Respondent the request. For clarity, the cancellation rights under section 49 of the BPCPA are as follows:

- (a) If the contract does not include all of the information required under section 47 and section 48(2) of the BPCPA, a consumer may cancel a distances sales contract by giving a notice of cancellation to the Respondent no later than 7 days after the consumer receives a copy of the contract;
- (b) If a copy of the contract is not provided within 15 days of the contract being entered into, a consumer may cancel a distance sales contract by giving a notice of cancellation to the Respondent no later than 30 days after the date the contract was entered into;
- (c) If the goods or services are not delivered to the consumer within 30 days of the supply date provided in the contract, a consumer may cancel a distance sales contract by giving a notice of cancellation at any time before the goods or services are delivered to the consumer;
- (d) If the contract does not specify a supply date and the Respondent does not deliver the goods or services within 30 days of the contract being entered into, a consumer may cancel a distance sales contract by giving a notice of cancellation at any time before the goods or services are delivered.
- (e) If required to do so by any other provision of the BPCPA.

[8] By March 27, 2020, the Respondent will provide Consumer Protection BC with an accounting of the refunds in item [1] of this Undertaking. The form and content of the accounting will be at the sole discretion of the Director.

[9] The Respondent will not use any electronic platform, internet commerce mechanism or engage in any other business practice when executing consumer contracts that does not provide consumers the clear and comprehensible express opportunity to correct errors and accept or decline the terms of any consumer contract for the supply of goods or services, or that causes the consumer to pay funds to the Respondent that are ostensibly to be donated to a charity or other purpose.

[10]The Respondent will not purport to donate proceeds from consumer transactions to any charities or other programs unless the actual donations of money or other resources made to date is prominently detailed and quantified at the top of any internet based page that references the donations or affiliation between the Respondent and the charity or program.

[11]The Respondent agrees to keep an accounting of all charitable donations derived in any way from consumer transactions and to provide the Director with that accounting upon demand of the Director.

[12]The Respondent will reimburse Consumer Protection BC partial costs of the Inspection of \$6,000.00 within 20 days of this Undertaking.

[13] That this Undertaking is binding on the Respondent until such time as it is either terminated in writing by the Director or terminated by order of the Supreme Court of British Columbia.

[14] That in addition to rendering the Respondent liable to further penalties and proceedings as provided for under the Act, it is an offence under the BPCPA to fail to comply with any part of this undertaking that has not been previously terminated.

[15] That any communication with the Director in connection with this Undertaking shall be made to the following:

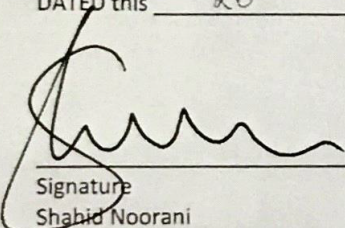
Shahid Noorani
Vice President, Regulatory Services
Consumer Protection BC
200 – 4946 Canada Way
Burnaby, British Columbia V5G 4H7

And in the case of the Respondent to the following address:

[REDACTED]
[REDACTED]

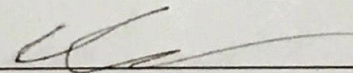
Unless another address for delivery is given to the other party, in writing, by either the Director or the Respondent.

DATED this 20th day of February, 2020



Signature

Shahid Noorani
Vice President, Regulatory Services
Consumer Protection BC



Duly Authorized signatory of Save the Bees Project LTD