

AGREEMENT

THIS AGREEMENT dated for reference the __ day of, January 2017

BETWEEN:

CONSUMER PROTECTION BC (FORMERLY THE BUSINESS PRACTICES AND CONSUMER PROTECTION AUTHORITY)

AND

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA as represented by the Minister of Transportation and Infrastructure

(the “Province”)

WHEREAS the Province wishes to enter into an agreement for the purpose of receiving, responding to, tracking and referring complaints related to Taxis;

AND WHEREAS Consumer Protection BC protects consumers and encourages fair business practices by responding to inquiries and complaints, educating consumers and business, inspecting industries for compliance with consumer protection laws, investigating and following up on violations of consumer protection laws, and recommending enhancements to consumer protection laws to the provincial government.

IN CONSIDERATION of the premises and the covenants contained in this Agreement, the parties agree as follows:

1. In this Agreement:
 - (a) “**Effective Date**” means January 1, 2017
 - (b) “**Passenger**” means an individual in British Columbia using the services of a taxi, whether or not that passenger is a consumer (as defined in the *Business Practices and Consumer Protection Act*, SBC 2004, c. 2);
 - (c) “**Services**” means
 - i. receiving Taxi related complaints by telephone, web-based complaint form or in writing,
 - ii. responding to the complaints,
 - iii. referring complaints to the appropriate agencies,
 - iv. providing information on Consumer Protection BC website for Taxi related complaints, and
 - v. any other services to be provided by Consumer Protection BC pursuant to an amendment to this Agreement contemplated by section 31;

- (d) “**Taxi**” has the same meaning as “passenger directed vehicle” as that term is defined in the *Passenger Transportation Act*, SBC 2004, c. 39, but excludes buses and limousines; and
- (e) “**Term**” means the period specified in section 15, as such period may be extended in accordance with section 16.

CONSUMER PROTECTION BC’S OBLIGATIONS

- 2. Consumer Protection BC will provide the Services to the general public, including Passengers, in accordance with this Agreement.
- 3. Consumer Protection BC will use reasonable efforts to ensure that the Services to be provided under this Agreement are consistent with established Consumer Protection BC benchmarks for similar services and with such further criteria as agreed upon by the parties for the Services with respect to taxi specific complaint handling and referral services.
- 4. Consumer Protection BC will provide telephone assistance to Passengers during its hours of operation from 8:30 a.m. to 4:30 p.m. (PST) Monday to Friday, excluding statutory holidays and will have a voice messaging service and website available 24 hours per day, seven days per week, unless otherwise posted.
- 5. Consumer Protection BC will utilize its toll-free consumer inquiry line as well as its website, which will include a web-based complaint form, to provide the Services.
- 6. Consumer Protection BC will provide to the Province:
 - (a) monthly and quarterly reports indicating the total numbers of complaints received, the total number of referrals made, the agencies to which the referrals were made, and any other information as may be available to Consumer Protection BC and which is required by the form of report agreed to by the parties as of December 31, 2008 (or by such other form of report as may subsequently be approved by both parties); and
 - (b) an annual report outlining any recommendations, improvements or changes to the Services and in particular the referral process.
- 7. Consumer Protection BC will at all times comply with *Freedom of Information and Protection of Privacy Act*, including when providing the Services.

THE PROVINCE’S OBLIGATIONS

- 8. On or before the Effective Date, the Province will provide Consumer Protection BC, in writing, the name of the contact person whom the Province has designated to work

with Consumer Protection BC with respect to the provision of Services.

9. On or before the Effective Date, the Province will provide Consumer Protection BC, in writing, the name of the contact person whom the Province has designated to handle those referrals from Consumer Protection BC which fall within the jurisdiction of the Province.
10. On or before the Effective Date, the Province will provide Consumer Protection BC with any and all information in its possession or control which relate to the names of appropriate contacts and referral agencies, including taxi operators, local governments and law enforcement organizations.
11. The Province will notify Consumer Protection BC prior to the release of any public communication in connection with Consumer Protection BC's provision of Services.

FEES AND PAYMENT

12. The Province will pay for the Services in accordance with the payment provisions set out in Schedule "A".
13. The Province's obligation for payment is subject to the *Financial Administration Act* which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

TERM

14. This Agreement will commence on the Effective Date and will end on December 31, 2017, unless sooner terminated or extended in accordance with this Agreement.
15. The Term may be extended for further periods provided that written notice of an intention to enter into negotiations and discussions of an extension is given to the other party at least 90 days prior to the end of the Term and subject to written agreement of the Province and Consumer Protection BC as to the time period for any such extension of the Term and as to the terms and conditions, including fees, charges, and any other amounts set out in or described in Schedule "A" applicable to any such extension of the Term.
16. Despite any other provision of this Agreement, neither the Province nor Consumer Protection BC will be under any obligation to extend or renegotiate the terms of this Agreement, to enter into any discussions or negotiations for any such extension or renegotiation, or to consider any such extension or renegotiation.

TERMINATION

17. Either party may terminate this Agreement:

- (a) for any reason by giving at least three months' written notice of termination to the other party; and
 - (b) for failure of the other party to comply with this Agreement and after having given written notice of the failure to the other party, which notice must specify a 30 day period during which the failure is to be remedied and if not remedied during that period, by giving one month's written notice of termination to the other party.
18. If the Province terminates this Agreement under section 18, the Province will pay to Consumer Protection BC the Additional Payment (as defined in Schedule "A") in respect of the Services completed before termination. Provided the Province has made all payments due to Consumer Protection BC before this Agreement is terminated under section 18, upon payments being made under this section and section 20, the parties will have no further obligations to each other under this Agreement.
19. In addition to any amount owing to Consumer Protection BC under section 19, if the Province terminates this Agreement under section 18(a), the Province must, within 30 days after such termination, pay to Consumer Protection BC an amount equal to one quarter (25%) of the Annual Fee (as defined in Schedule "A"), which payment obligation the Province acknowledges to be in addition to the Province's obligation to pay the Annual Fee under section 2 of Schedule "A".

GENERAL

20. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
21. Time is of the essence in this Agreement.
22. Any notice contemplated by this Agreement, to be effective, must be in writing and sent by fax, email, hand delivery or mail by prepaid registered mail to the recipient party as follows:

To Consumer Protection BC:

Consumer Protection BC
307-3450 Uptown Boulevard
PO Box 9244
Victoria, BC V8W 9J2

Attention: Dustin Dunlop, Director Stakeholder Relations

FAX number: 250.920.7181
E-Mail address: Dustin.Dunlop@consumerprotectionbc.ca

To the Province:

Province of British Columbia
Ministry of Transportation and Infrastructure
Suite 313 – 1500 Woolridge Street
Coquitlam, BC V3K 0B8
Attention: Kristin Vanderkuip, Registrar and Director

Passenger Transportation Branch

FAX number: 604-527-2205
E-Mail address: Kristin.Vanderkuip@gov.bc.ca

Any notice mailed in accordance with this paragraph is deemed to be received 96 hours after mailing. Any notice given by any other method must be received in order to be effective.

23. Either party may give notice to the other of a substitute fax number, email address or location from time to time.
24. A waiver of any term of this Agreement or of any breach of this Agreement is effective only if it is in writing and is not a waiver of any other term or any other breach.
25. No modification of this Agreement is effective unless it is in writing and signed by the parties.
26. This Agreement and any modification of it constitute the entire Agreement between the parties.
27. All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated with it or derived from it, unless the parties otherwise agree, must be referred to and finally resolved by arbitration conducted

**SCHEDULE “A”
FEES and PAYMENT**

1. In this Schedule,

“Additional Payment” means the product of \$6.00 and the number by which the Taxi related complaints received by Consumer Protection BC in 2017 exceeds 1000; and

“Annual Fee” means, in respect of Services provided in 2017, \$30,000.00.
2. The Province shall pay to Consumer Protection BC the Annual Fee, payable on or before January 31 of the year to which such fee corresponds. Despite any termination of this Agreement, no portion of the Annual Fee is refundable to the Province.
3. In addition to the Annual Fee, the Province shall, in accordance with section 4 of this Schedule, pay to Consumer Protection BC the Additional Payment.
4. Consumer Protection BC will deliver to the Province an Additional Payment invoice for the Services provided during the year to which such payment relates. The invoice must include the number of complaints received by Consumer Protection BC in that year. Consumer Protection BC must deliver to the Province any other documentation in support of the invoice as the Province may reasonably request from Consumer Protection BC within 7 days after receipt of the invoice. The Province will, subject to the terms of this Agreement, pay the invoice within 15 days after the later of receipt of the invoice or other supporting documentation, as the case may be.
5. The Annual Fee and Additional Payment must be made payable to **Consumer Protection BC** and be mailed or hand delivered to:

Consumer Protection BC
307-3450 Uptown Boulevard
PO Box 9244
Victoria, BC V8W 9J2

Attention: Vice President, Operations