

ADMINISTRATIVE AGREEMENT

This Agreement is dated this 25 day of February, 2020

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Public Safety and Solicitor General

(the “**Province**”)

AND:

BUSINESS PRACTICES AND CONSUMER PROTECTION AUTHORITY,
established by the *Business Practices and Consumer Protection Authority Act*, S.B.C.
2004, c. 3

(the “**Authority**”)

(collectively, the “**Parties**”)

WHEREAS:

- A. The Province wishes to maintain and enhance consumer protection, to be responsive to public needs, and to promote competitiveness in the British Columbia economy.
- B. Under the authority of section 175 of the *Business Practices and Consumer Protection Act* (the “**BPCPA**”); section 59(1) of the *Cremation, Interment and Funeral Services Act* (the “**CIFSA**”); and section 12.1 of the *Motion Picture Act* (the “**MPA**”); the Authority has been designated as a “director” under those statutes.
- C. Section 177 of the BPCPA, section 59(1) of the CIFSA, and section 12.4 of the MPA each provide that the minister who has the responsibility to administer the respective statute may, subject to the approval of the Lieutenant Governor in Council, enter into an administrative agreement with the Authority permitting the Authority to carry out some or all of the powers, functions and duties of a director under those statutes.
- D. In 2014, the relevant minister and the Authority, with the approval of the Lieutenant Governor in Council, entered into an administrative agreement with respect to the BPCPA, the CIFSA and the MPA (the “**2014 Agreement**”). The term of the 2014 Agreement ends on July 3, 2044.
- E. Under the authority of section 18 of the *Ticket Sales Act* (the “**TSA**”), the Minister may designate the Authority as a director under that statute if an administrative agreement approved by the Lieutenant Governor in Council is in place.
- F. Section 19(c) of the TSA provides that the Minister may, subject to the approval of the Lieutenant Governor in Council, enter into an administrative agreement with the Authority

permitting the Authority to carry out some or all of the powers, functions and duties of a director under the TSA.

- G. The Minister and the Authority, with the approval of the Lieutenant Governor in Council, wish to enter into this administrative agreement. The purpose of the agreement is to enable the Authority to:
- a. continue to provide consumer protection services to the public with respect to regulated services identified in the BPCPA and the CIFSA;
 - b. continue to provide service in relation to the classification, licensing and distribution of motion pictures under the MPA and other matters as described herein; and
 - c. provide consumer protection services to the public with respect to regulated services identified in the TSA,
- and to set out the rights and responsibilities of the parties and the terms and conditions for the Authority to carry out some or all of the powers, functions and duties of a “director” under the BPCPA, the CIFSA, the MPA and the TSA.
- H. The Minister and the Authority intend that this administrative agreement will replace the 2014 Agreement.

NOW THEREFORE the parties agree as follows:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

- 1.01 In this Agreement, unless the context otherwise requires, the following definitions apply:

“**2014 Agreement**” means the administrative agreement between the Authority and the Province respecting the BPCPA, the CIFSA and the MPA, dated July 4, 2014;

“**Agreement**” means this agreement and includes the recitals and the schedules to this agreement, but does not include a Protocol Agreement;

“**Authority**” means the Business Practices and Consumer Protection Authority, established by the *Business Practices and Consumer Protection Authority Act*, S.B.C. 2004, c. 3;

“**BPCPA**” means the *Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2;

“**CIFSA**” means the *Cremation, Interment and Funeral Services Act*, S.B.C. 2004, c. 35;

“**FOIPPA**” means the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, and includes any regulations made under that Act and any amendments made to that Act or its regulations;

“**Legislation**” means

- (a) the BPCPA, the CIFSA, the MPA and the TSA, and

(b) any other enactment under which the Authority is granted the right to exercise powers, functions and duties;

“Licensee” means both an individual or business, licensed or required to be licensed under the BPCPA, the CIFSA or the MPA;

“Minister” means the Minister of Public Safety and Solicitor General (or, as the case may be, the minister upon whom the responsibility for the BPCPA, the CIFSA, the MPA or the TSA is conferred);

“Ministry” means the Ministry of Public Safety and Solicitor General (or, as the case may be, the ministry that becomes responsible for the administration of the BPCPA, the CIFSA, the MPA or the TSA);

“Ministry Records Officer” means the position which advises the Ministry on records management and the *Information Management Act*, S.B.C. 2015, c. 27;

“MPA” means the *Motion Picture Act*, R.S.B.C. 1996, c. 314;

“person” includes a corporation, partnership or party, and the personal or other legal representatives of a person to whom the context can apply according to law;

“Protocol Agreement” means one of the protocol agreements referred to in section 1.04 of this Agreement;

“Province” means Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister;

“Province Records” means

(a) in the case of the BPCPA and the CIFSA, records regarding the administration of the *Consumer Protection Act*, the *Cost of Consumer Credit Disclosure Act*, the *Credit Reporting Act*, the *Debt Collection Act*, the *Trade Practices Act*, the *Travel Agents Act*, and the *Cemetery and Funeral Services Act* and any regulations pursuant to these Acts, created by the Province prior to July 4, 2004 and transferred to the Authority for the purposes of administering the BPCPA and the CIFSA; and

(b) in the case of the MPA, records regarding the administration of the MPA, and any regulations pursuant to this Act, created by the Province prior to July 1, 2007 and transferred to the Authority for the purposes of administering the MPA;

“record” includes books, documents, maps, drawings, photographs, letters, vouchers, papers and any other thing on which information is recorded or stored by any means whether graphic, electronic, mechanical or otherwise;

“**Term**” means the period described in section 4.01 and includes any renewal period under section 4.03; and

“**TSA**” means the *Ticket Sales Act*, S.B.C. 2019, c. 13.

1.02 Words and phrases used in this Agreement and defined in the Legislation will be given the same meaning in this Agreement as they are given in the Legislation unless a contrary intention appears in this Agreement.

1.03 The Schedules to this Agreement are:

Schedule “A” Authorizing Order-in-Council for this Agreement

Schedule “B” Ministerial Order (2004) designating the Authority as “director” under the BPCPA and the CIFSA

Schedule “C” Ministerial Order (2007) designating the Authority as “director” under the MPA

Schedule “D” Ministerial Order designating the Authority as “director” under the TSA

Schedule “E” ORCS Schedule

1.04 The following protocol agreements which clarify and augment certain aspects of this Agreement have been agreed to by the parties and are attached to this Agreement for convenient reference:

Protocol “1” Protocol Agreement – Policy and Legislation Development

Protocol “2” Protocol Agreement – FOI Consultation Protocol – Province Records

Protocol “3” Protocol Agreement – Communications

ARTICLE 2 - PURPOSES OF THE AGREEMENT

2.01 The purposes of this Agreement are:

- (a) to set out the terms under which the Authority may exercise the powers, functions and duties of a director under the Legislation;
- (b) to ensure that appropriate government oversight of the Authority’s administration of the Legislation is established and maintained;
- (c) to satisfy the requirements of section 177(2) of the BPCPA, section 59(1) of the CIFSA, section 12.4 of the MPA and section 19(c) of the TSA; and
- (d) to set out the responsibilities of the Authority in delivering regulatory services in respect of all businesses regulated by the BPCPA, the CIFSA, the MPA or the TSA, including the licensing of certain regulated businesses.

ARTICLE 3 – AUTHORITY RESPONSIBILITIES

- 3.01 The responsibilities of the Authority are:
- (a) to administer the Legislation in the public interest;
 - (b) in respect of the BPCPA, the CIFSA and the TSA, to
 - (i) carry out the powers, duties and functions of a director under those statutes;
 - (ii) deliver consumer protection services throughout British Columbia;
 - (iii) promote fairness and understanding in the marketplace; and
 - (c) in respect of the MPA, to carry out the powers, duties and functions of a director under the MPA.
- 3.02 In carrying out its responsibilities under the Legislation and this Agreement, the Authority will be guided by the overriding consideration of promoting consumer protection.
- 3.03 While administering the Legislation in the public interest, the Authority's responsibilities include upholding the laws of British Columbia and Canada and, where appropriate, supporting the Province's efforts to deter money laundering in the economy.

ARTICLE 4 - TERM OF THE AGREEMENT

- 4.01 The term (the "Term") of this Agreement is thirty (30) years commencing on March 1, 2020 and ending on February 28, 2050, subject to renewal pursuant to section 4.03 and subject to the provisions of Article 17.
- 4.02 Notwithstanding the date on which the Term commences in accordance with section 4.01, no provision of this Agreement that imposes a duty or obligation on the Authority in relation to the TSA will be binding on the Authority until the TSA is brought into force by regulation of the Lieutenant Governor in Council.
- 4.03 At the end of the Term, this Agreement will automatically renew for successive periods of five (5) years each unless terminated.

ARTICLE 5 - DESIGNATION

- 5.01 The parties acknowledge and agree that, upon designation of the Authority under section 175 of the BPCPA, section 59 of the CIFSA, and section 12.4 of the MPA, the Authority was authorized to carry out the powers, functions and duties of a director under those statutes, and that the Authority will continue to do so in accordance with this Agreement and with those statutes. The designations are attached to this Agreement as Schedule "B" (in relation to the BPCPA and the CIFSA) and Schedule "C" (in relation to the MPA).
- 5.02 The parties acknowledge and agree that, upon designation of the Authority under section 18 of the TSA, the Authority will be authorized to carry out the powers, functions and duties of a director under the TSA, and that the Authority will do so in accordance with this Agreement and with the TSA. The designation is attached to this Agreement as Schedule "D".

ARTICLE 6 - AMENDMENT AND REVIEW OF THIS AGREEMENT

- 6.01 The parties will amend this Agreement from time to time as required to accommodate changes to the Legislation or associated regulations.
- 6.02 Except where the Minister exercises the power of the Minister under one or more of section 177(4) of the BPCPA, section 59(1) of CIFSA, section 12.4(4) of the MPA, and section 19(c) of the TSA, this Agreement can only be amended with the consent of both parties.
- 6.03 Any amendments to this Agreement will be in writing and will be dated and signed by both parties and attached to this Agreement as schedules after approval has been granted by the Lieutenant Governor in Council for the amendment in accordance with the Legislation.
- 6.04 For clarity, a Protocol Agreement may, without the need for approval under section 6.03 of this Agreement, be amended from time to time with the consent of both parties. Any amendments to a Protocol Agreement will be in writing, will be dated and signed by both parties and will for convenient reference be attached to this Agreement.

ARTICLE 7 - CORE FUNCTIONS TO BE GIVEN TO THE AUTHORITY

- 7.01 The Authority's administration of the Legislation will include the following core functions:
 - (a) in respect of the BPCPA and the CIFSA:
 - (i) registration and licensing of businesses as provided for by the BPCPA and the CIFSA;
 - (ii) inspection of businesses to determine compliance with the BPCPA and the CIFSA or to determine potential violations thereof;
 - (iii) provision of information and assistance, including the voluntary, fair and impartial mediation of disputes, to consumers and Licensees regarding their rights and responsibilities under the BPCPA and the CIFSA;
 - (iv) consumer education initiatives that provide information verbally, in printed materials, via the Internet, and through the media to raise consumer awareness of consumer rights and responsibilities;
 - (v) education initiatives, to ensure a fair marketplace and to inform businesses and applicants for licenses about their statutory duties and other responsibilities;
 - (vi) administration of the Compensation Funds and Consumer Advancement Fund pursuant to Part 8 of the BPCPA;
 - (vii) increasing consumer protection through timely access to a complaint resolution process for consumer complaints that will provide for effective compliance with regulatory standards;
 - (viii) setting out a code of conduct for directors and employees; and
 - (ix) any other business functions granted to the Authority pursuant to the BPCPA and the CIFSA;

- (b) in respect of the MPA:
 - (i) compliance with its legislative mandate to administer the MPA in the public interest;
 - (ii) provision of public information in a timely manner;
 - (iii) the making of recommendations regarding legislative or regulatory changes to the MPA as it deems appropriate;
 - (iv) on its own initiative, and when it considers it to be appropriate, providing timely and reliable information and advice to the Minister on matters of public interest relating to the Authority's functions under this Agreement;
 - (v) responding within a reasonable time, and in the manner requested by the Minister, to requests for information from the Minister;
 - (vi) carrying out its obligations under this Agreement in accordance with high standards that meet or exceed the standards exercised by similar regulatory bodies; and
 - (vii) undertaking any other powers, duties or functions under the MPA which are granted to the Authority in accordance with any required approvals or authorizations; and
- (c) in respect of the TSA:
 - (i) inspection to determine compliance with the TSA or to determine potential violations thereof;
 - (ii) provision of information and assistance, including the voluntary, fair and impartial mediation of disputes, to ticket purchasers and sellers regarding their rights and responsibilities under the TSA;
 - (iii) consumer education initiatives that provide information verbally, in printed materials, via the Internet and through media to raise consumer awareness regarding rights and responsibilities of ticket purchasers and sellers;
 - (iv) increasing consumer protection through timely access to a complaint resolution process for consumer complaints under the TSA that will provide for effective compliance with regulatory standards;
 - (v) education initiatives to ensure a fair marketplace and to inform ticket purchasers and sellers about their statutory duties and other responsibilities;
 - (vi) responding within a reasonable time, and in the manner requested by the Minister, to requests for information from the Minister;
 - (vii) administration of the Consumer Advancement Fund pursuant to section 16 of the TSA;
 - (viii) any other business functions granted to the Authority pursuant to the TSA.

7.02 Should the parties agree, further authorization to carry out some or all of the powers, functions and duties as provided for in Legislation not authorized to be given to the Authority at the time of the execution of this Agreement may, subject to the Legislation, be provided for by amendment to this Agreement.

- 7.03 The parties acknowledge that the Authority is expected to deliver additional regulatory services under the Legislation and the parties anticipate that such additional powers, functions and duties relating to providing these additional regulatory services will be granted to the Authority, subject to approval of the Lieutenant Governor in Council.
- 7.04 Should the Minister propose to authorize the Authority to carry out additional powers, functions and duties under the Legislation as referred to in section 7.03, or to remove powers, the Minister will consult with the Authority in accordance with section 8.01. The parties acknowledge that the authorization to provide additional responsibilities to the Authority must be done after considering whether such additional regulatory services can be provided on a cost-recovery basis.
- 7.05 The Authority may enter into agreements to provide regulatory services to other clients provided such agreements do not compromise the ability of the Authority to deliver regulatory services under this Agreement or to exercise the powers, functions and duties of a director under the Legislation.

ARTICLE 8 - ROLES AND OBLIGATIONS OF THE PARTIES

- 8.01 The Minister will consult and work collaboratively with the Authority as the Minister deems necessary and appropriate in respect of current and proposed amendments to the Legislation, government policy with respect to the Legislation, the granting to the Authority of authorization to carry out additional regulatory services, or other consumer protection related issues which may directly impact the Authority's administration of the provisions of the Legislation or the Authority's exercise of the powers, functions and duties of a director under the Legislation.
- 8.02 The parties have entered into a Protocol Agreement concerning policy and legislation development and consultation, attached hereto for convenient reference as Protocol "1", which will govern the manner in which that consultation takes place.
- 8.03 The Minister may, where the Minister deems appropriate:
- (a) recommend amendments to the Legislation and any regulations thereunder;
 - (b) conduct policy, legislative, and regulatory reviews related to the Legislation and to the administration of the Legislation;
 - (c) conduct performance, governance, accountability or financial reviews of the Authority after giving reasonable notice where feasible;
 - (d) consult with the Authority on communication strategies for critical or ongoing issues;
 - (e) require that the Authority provide a financial report at any time, after giving reasonable notice except in cases of urgency; and
 - (f) refer to the Authority any matter relating to the administration of the Legislation.
- 8.04 The Authority, in order to achieve consumer protection and other public interest outcomes, will:
- (a) exercise its authority and perform its duties in accordance with the law, this Agreement and the Legislation;

- (b) comply with the legislative mandate to deliver consumer protection services throughout British Columbia, to promote fairness and understanding in the marketplace, and to administer the Legislation in the public interest;
- (c) meet its primary responsibility for consumer protection while ensuring a fair, safe, informed and efficient marketplace for business and regulated industries;
- (d) increase consumer protection through timely access to a complaint resolution process for consumer complaints that will provide for effective compliance with regulatory standards;
- (e) where licensing is required under the Legislation, enhance consumer confidence by licensing businesses and establishing qualifications and standards of conduct;
- (f) promote consumer awareness through public education;
- (g) recommend to the Minister legislative or regulatory change regarding the Legislation, as it deems appropriate;
- (h) provide the Minister with a financial report at any time when required to do so by the Minister;
- (i) provide the Minister with timely and reliable information and advice on matters of public interest relating to the regulated businesses;
- (j) advise or report to the Minister on any matter the Minister may refer to the Authority relating to the administration of the Legislation;
- (k) report to the Minister on any matters relating to the Authority's exercise of powers, functions and duties under this Agreement or the Legislation;
- (l) respond to requests for information from the Minister; and
- (m) carry out administration of the Legislation in accordance with high standards that meet or exceed the standards exercised by similar regulatory bodies.

The BPCPA, the CIFSA and the TSA

8.05 The Authority will develop performance objectives with respect to the BPCPA, the CIFSA and the TSA, that will achieve to the greatest extent possible the consumer protection and public interest outcomes referred to in section 8.04 of this Agreement. The performance objectives will be developed in consultation with the Ministry.

The MPA

8.06 In order to assess its effectiveness in administering the MPA and in exercising the powers, duties and functions of a director under the MPA, the Authority will evaluate the following performance objectives during each year of the Term:

- (a) its response time in undertaking the powers, duties and functions of a director under the MPA;
- (b) the percentage of Licensees under the MPA that are in compliance with the MPA;
- (c) public satisfaction in public information provided by the Authority;

- (d) fees charged to perform the powers, duties or functions of a director required under the MPA compared with costs of delivering the same powers, duties or functions;
- (e) frequency of fee increases; and
- (f) administration costs in comparison to program costs.

ARTICLE 9 - ACCOUNTABILITY OF THE AUTHORITY

Business Plan

- 9.01 Each year, prior to the end of its fiscal year, the Authority will prepare a business plan for the next three fiscal years and provide a copy to the Minister.
- 9.02 The Authority will make its business plan available to the public.
- 9.03 The business plan will include:
 - (a) goals;
 - (b) annual performance objectives;
 - (c) strategies for achieving the performance objectives; and
 - (d) the performance measures that will be used to evaluate whether or not the goals and objectives are being met.

Annual Report

- 9.04 The Authority will prepare an annual report and provide a copy to the Minister within six months of the end of each fiscal year.
- 9.05 The annual report will compare the Authority's outcomes with the performance objectives expressed in the business plan.
- 9.06 The annual report will be prepared in accordance with the Performance Reporting Principles for the British Columbia Public Sector, as endorsed by the Select Standing Committee on Public Accounts and the Auditor General for British Columbia.
- 9.07 The Authority will make its annual report available to the public.

Ministerial Review

- 9.08 At any time the Minister considers appropriate, the Minister will undertake a review of the Authority's operations and evaluate the effectiveness of the Authority's administration of the Legislation.

ARTICLE 10 - COMPLAINTS ABOUT THE AUTHORITY'S OPERATIONS

- 10.01 The Authority will establish appropriate policies and procedures for reviewing and addressing complaints raised by members of the public or by any business regulated by or under the Legislation or otherwise affected by the Authority's administration of the Legislation.

ARTICLE 11 - FINANCIAL TERMS

- 11.01 The Authority will ensure that it has adequate resources to effectively administer the Legislation and to comply with this Agreement.
- 11.02 The Authority will establish a procedure for the setting of those fees that it is entitled to set pursuant to the Legislation.
- 11.03 The Authority is solely responsible for negotiating and funding any service level agreements with government ministries or agencies.
- 11.04 The Authority acknowledges that any fines imposed by a court as a result of the Authority pursuing quasi-criminal proceedings under the Legislation are the property of the Province.
- 11.05 The Authority may impose fees, costs or other service charges related to its administration of the Legislation, subject to the Legislation and to the terms of this Agreement.
- 11.06 The Authority may receive funding in order to take on new responsibilities.
- 11.07 The Authority will report to the Minister at the earliest opportunity if there is any reason for concern about the financial viability of the Authority.

ARTICLE 12 - OVERSIGHT

- 12.01 The Minister will maintain oversight of the Authority's administration of the Legislation on behalf of the Province.
- 12.02 Oversight by the Minister will include:
 - (a) review of any potential changes to Protocol Agreements or other agreements between the Authority and the Minister;
 - (b) review of the Authority's business plans and annual reports; and
 - (c) where the Minister deems appropriate, legislative, policy and regulatory reviews and reviews of the Authority's performance, governance, and finances.

ARTICLE 13 - RECORDS AND ACCESS

Records Management

- 13.01 The Authority will identify a staff person responsible for the records management responsibility of the Authority.

Province Records

- 13.02 The parties agree that the Province Records will be dealt with in accordance with the terms of Protocol "2".
- 13.03 The parties agree that any provincial records that may exist regarding the administration of the TSA that were created prior to March 1, 2020 will not be transferred to the Authority.

Records created by the Authority

- 13.04 The Authority will have custody and control of all records created by the Authority.

- 13.05 The Authority will identify appropriate off-site storage facilities for records created by the Authority, and the Authority will pay all costs associated with the storage, retrieval, and destruction of its records.
- 13.06 The Authority will manage all records (for the retention periods outlined in the active and semi-active periods) pursuant to the Administrative Records Classification System (ARCS) and the Operational Records Classification System (ORCS).
- 13.07 The Authority will transfer to the Minister all records created by the Authority if this Agreement is terminated.

ARTICLE 14 - LITIGATION

- 14.01 The parties will cooperate with one another for the purpose of either party's defence or other participation in litigation, including, without limitation, providing, at no cost to the requesting party, documentation, information and witnesses in such litigation, where appropriate.
- 14.02 The Authority will keep the Province informed of any proceedings or litigation by or against the Authority or in which the Authority is an interested party that may affect the interests of the Province.
- 14.03 It is not the intention of the Province to waive solicitor-client privilege with respect to advice and records contained in any civil litigation files which are transferred by the Province to the Authority at any time.

ARTICLE 15 - LIABILITY AND INDEMNITY

- 15.01 The Authority will indemnify and save harmless the Province, its servants, employees and agents from and against any and all claims, demands, losses, costs, damages, actions, suits or other proceedings suffered or incurred by or brought against the Province attributable to or arising out of anything done or omitted to be done by the Authority, its directors, appointees, officers, employees, contractors or agents under or in connection with:
 - (a) the Authority's administration of the Legislation, and its exercise of the powers, functions and duties of a director under the Legislation; and
 - (b) this Agreement.
- 15.02 The Province agrees to indemnify members of a board of trustees appointed under section 38 of the CIFSA for losses they suffer as a result of claims against them for any lawful acts or omissions done in good faith and arising in the course of their duties as owners or operators of places of interment or crematoria, but only to the extent that such losses are not recoverable under any valid and collectible policy of insurance.

ARTICLE 16 - INSURANCE

- 16.01 The Authority will, without limiting its obligations or liabilities under this Agreement and at its own expense, obtain and maintain insurances in the amounts specified with insurers licensed in Canada and in forms acceptable to the Province:

- (a) commercial general liability in an amount not less than \$10,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement, and this insurance must:
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
- (b) directors and officers liability insurance with a limit of liability not less than five million dollars (\$5,000,000.00), or such higher amount determined to be necessary by the Authority, for the benefit of any past or present directors or officers insuring against any loss resulting from any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the directors and officers in the discharge of their legal duties, solely in their capacity as directors and officers of the Authority;
- (c) automobile liability on all vehicles owned, operated or licensed by the Authority in an amount not less than two million dollars (\$2,000,000.00) per occurrence, and where applicable the Authority may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form in place of the requirement for the Province of British Columbia Certificate of Insurance; and
- (d) any other insurance as the Province, acting reasonably, may require from time to time.

16.02 All policies of insurance required under this Agreement will:

- (a) be primary, and
- (b) not require the sharing of any loss by any insurer of the Province.

16.03 The Authority must provide the Province with evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance as follows:

- (a) within 10 business days of the commencement of the term or of any renewal of this Agreement, and
- (b) within 10 business days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance.

Despite subsection (a) or (b), if requested by the Province at any time, the Authority must provide to the Province certified copies of the required insurance policies.

16.04 No review or approval of any insurance certificate or insurance policy by the Province derogates from or diminishes the Province's rights or the Authority's liability under this Agreement.

16.05 The Province may, acting reasonably, from time to time by notice to the Authority, require the Authority to:

- (a) change the amounts of the insurances required to be provided and maintained under this Article; or

- (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained under this Article,

and the Authority will, within 60 days of receiving such notice, cause the amounts of the insurances to be changed or new types of insurance to be obtained and to deliver to the Province a completed Province of British Columbia Certificate of Insurance for all insurance then required to be maintained by the Authority under this Article (except where this Article permits the delivery of other evidence of required insurance).

- 16.06 If the Province imposes an obligation on the Authority by way of legislative or regulatory amendments which gives rise to exposure to liability on the part of the Authority for which the Authority cannot reasonably obtain appropriate liability insurance, the Authority will provide immediate notice to the Province in writing of the uninsured risk and the Authority and the Province will identify appropriate measures to resolve the issue to the satisfaction of both parties.
- 16.07 The Authority will obtain, maintain and pay for any additional insurance which the Authority is required by law to carry, or which the Authority considers necessary to cover risks not otherwise covered by insurance specified in this Article in the Authority's sole discretion.

ARTICLE 17 - TERMINATION OF AUTHORITY'S ADMINISTRATION

- 17.01 The parties acknowledge that the Minister has the sole discretion to rescind the designation of the Authority under the Legislation, and the discretion to revoke this Agreement in respect of one or more of the BPCPA, the CIFSA, the MPA or the TSA, after providing written notice to the Authority in accordance with (as the case may be) section 177(4) of the BPCPA, section 59(1) of the CIFSA, section 12.4(4) of the MPA, or section 19(c) of the TSA.
- 17.02 Subject to section 17.01, if the Authority fails to comply with the Legislation or the Agreement, the Minister will provide written notice to the Authority and allow the Authority the opportunity to remedy its failure within a time period specified in the notice that the Minister considers reasonable in the circumstances.
- 17.03 If the Minister revokes this Agreement, or if the Minister rescinds the designation of the Authority in respect of one or more of the BPCPA, the CIFSA, the MPA or the TSA, the Minister has sole discretion to develop a transition plan and carry through with that transition.

ARTICLE 18 - CONTACTS AND ONGOING COMMUNICATIONS

- 18.01 Each of the parties will designate an employee and an alternate who will be the primary contact for all issues and communications related to this Agreement and to the administration of the Legislation, and will keep the other party informed of the names of the employee and alternate.

- 18.02 The parties will make reasonable efforts to ensure that the persons designated in accordance with section 18.01 meet regularly to discuss any matters necessary for the proper administration of the Legislation.
- 18.03 The parties have developed a communications protocol describing their responsibilities for addressing issues and disputes that may arise during the Authority's administration of the legislation and this agreement. The communications protocol has for convenient reference been attached hereto as Protocol "3".

ARTICLE 19 - PUBLIC DOCUMENT

- 19.01 This Agreement and any subsequent amendments to this Agreement are public documents which may be disseminated by either party to any person and by any means.

ARTICLE 20 - DISPUTE RESOLUTION

- 20.01 In the event of a dispute between the parties arising out of or relating to this Agreement, one or more senior officials of each party will meet and will attempt to resolve the dispute.

ARTICLE 21 - ENTIRE AGREEMENT

- 21.01 This Agreement is the entire agreement between the parties and supersedes any prior understanding or agreement existing between the parties at the date of execution of this Agreement.
- 21.02 Without limiting section 21.01, this Agreement supersedes and replaces the 2014 Agreement.

ARTICLE 22 - GOVERNING LAW

- 22.01 This Agreement will be governed by the laws of the Province of British Columbia.

ARTICLE 23 - MISCELLANEOUS

- 23.01 Neither party will, in any manner whatsoever, commit or purport to commit the other party to the payment of any money to any person.
- 23.02 No partnership, joint venture or agency will be created or deemed to be created by this Agreement or any action of the parties under this Agreement.
- 23.03 The Authority will not, during the Term, perform a service or provide advice to any individual or person where such activity will give rise to a conflict of interest between the obligations of the Authority to the Province under this Agreement and the obligations of the Authority to such other individual or person.
- 23.04 Each of the parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

- 23.05 If any provision of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be valid and enforceable to the extent permitted by law.
- 23.06 No waiver by either party of a breach or default by the other party in the observance, performance or compliance of any of its obligations under this Agreement will be effective unless it is in writing, and no such waiver will be deemed or construed to be a waiver of any other breach or default and failure or delay on the part of either party to complain of an act or failure of the other party or to declare such other party in default, irrespective of how long such failure or delay continues, will not constitute a waiver by such party of any of its rights against the other party.
- 23.07 For the purposes of sections 23.08 and 23.09, an “Event of Force Majeure” includes, but is not limited to, acts of God, wars (declared or undeclared), wildfires, floods, storms, strikes (including illegal work stoppages or slowdowns) and power failure or other cause beyond the reasonable control of a party, provided always that lack of money, financing or credit will not be and will not be deemed to be an “Event of Force Majeure”.
- 23.08 No party will be liable to another for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 23.09 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.
- 23.10 Any notice, document, statement, report, demand or payment desired or required to be given or made under this Agreement, must be in writing and may be given or made by personal delivery to the party to whom it is to be given or made, or by mailing in Canada with postage prepaid addressed,

if to the Province:

Executive Director, Corporate Policy and Planning Office
Ministry of Public Safety and Solicitor General
PO Box 9283 Stn Prov Govt
Victoria, British Columbia
V8W 9J7

and if to the Authority:

President and Chief Executive Officer
Business Practices and Consumer Protection Authority
PO Box 9244
Victoria, British Columbia
V8W 9J2

and any such notice, document, statement, report, demand or payment so mailed will be deemed given to and received by the addressee on the third business day after the mailing of the same except in the event of disruption of postal services in Canada in which case any such notice, document, statement, report, demand or payment will be deemed given to and received by the addressee when actually delivered to the address of the addressee set out above.

- 23.11 In addition to section 23.10, any notice, report, document, statement or demand transmitted by electronic transmission from either party to the other will be conclusively deemed validly given to and received by the intended recipient when so transmitted to the following email addresses:

if to the Province: PSSG-CPPO@gov.bc.ca

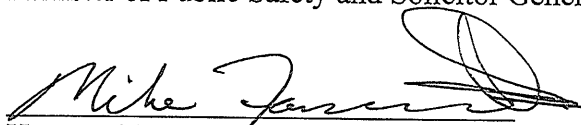
and if to the Authority: info@consumerprotectionbc.ca

- 23.12 Either party may, from time to time, advise the other by notice in writing of any change of address or email address of the party giving such notice and from and after the giving of such notice, the postal or email address specified in the notice will, for the purposes of this Agreement, be deemed to be the post or email address of the party giving such notice.
- 23.13 Where there is a reference in this Agreement to an enactment of the Province of British Columbia, that reference includes all amendments to that enactment and is deemed also to be a reference to any prior or subsequent enactment of the Province of British Columbia of like effect and, unless the context otherwise requires, all statutes referred to in this Agreement are enactments of the Province of British Columbia.

This Agreement has been executed by the parties as of the date first written above.

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA, by the**

Minister of Public Safety and Solicitor General or the Minister's authorized representative



Honourable Mike Farnworth
Minister of Public Safety and Solicitor General

**BUSINESS PRACTICES AND CONSUMER
PROTECTION AUTHORITY**



Rod Dewar
Board Chair, Business Practices and Consumer Protection Authority

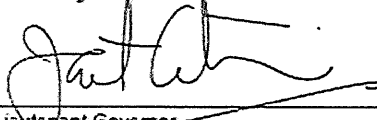
Schedule "A"
Authorizing Order-in-Council for this Agreement

PROVINCE OF BRITISH COLUMBIA
ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL

Order in Council No. 077


, Approved and Ordered


February 18, 2020


Lieutenant Governor

Executive Council Chambers, Victoria

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that approval is given to the Minister of Public Safety and Solicitor General to enter into the Administrative Agreement between Her Majesty the Queen in right of the Province of British Columbia and the Business Practices and Consumer Protection Authority, substantially in the form attached to this order.


Minister of Public Safety and Solicitor General


Presiding Member of the Executive Council

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: *Business Practices and Consumer Protection Act*, S.B.C. 2004, c. 2, s. 177; *Cremation, Interment and Funeral Services Act*, S.B.C. 2004, c. 35, s. 59; *Motion Picture Act*, R.S.B.C. 1996, c. 314, s. 12.4; *Ticket Sales Act*, S.B.C. 2019, c. 13, s. 18

Other: OIC 403/2014

O10383243

Schedule "B"
**Ministerial Order (2004) designating the Authority as "director" under the BPCPA and
CIFSA**

M 261
PROVINCE OF BRITISH COLUMBIA
ORDER OF THE MINISTER OF PUBLIC SAFETY AND SOLICITOR GENERAL
BUSINESS PRACTICES AND CONSUMER PROTECTION ACT

As the Lieutenant Governor in Council has approved the administrative agreement, the Minister of Public Safety and Solicitor General designates the Business Practices and Consumer Protection Authority as director under the *Business Practices and Consumer Protection Act*.

JUN 3 0 2004

Date



Minister of Public Safety and Solicitor General

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section:- *Business Practices and Consumer Protection Act*, section 175(1)(b).

Other (specify):-

June 17, 2004

Schedule "C"
Ministerial Order designating the Authority as "director" under the MPA

PROVINCE OF BRITISH COLUMBIA

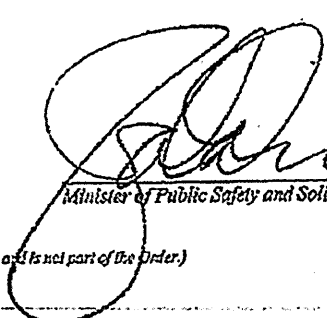
Ministerial Order No.1

ORDER OF THE MINISTER OF PUBLIC SAFETY AND SOLICITOR GENERAL

Motion Picture Act

I, John Les, Minister of Public Safety and Solicitor General, order that, effective July 1, 2007, the Business Practices and Consumer Protection Authority is designated as the director under the *Motion Picture Act*, R.S.B.C. 1996, c. 314.

June 21/07
Date


Minister of Public Safety and Solicitor General

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section:- *Motion Picture Act*, R.S.B.C. 1996, c. 314, s. 32.1 (1)(c)

Other (specify): none

June 20, 2007

J2007/KDann

Schedule "D"
Ministerial Order designating the Authority as "director" under the TSA

PROVINCE OF BRITISH COLUMBIA


Order of the Minister of Public Safety and Solicitor General

Ticket Sales Act

Ministerial Order No. **M046**

I, Mike Farnworth, Minister of Public Safety and Solicitor General, order that, effective March 1, 2020, the Business Practices and Consumer Protection Authority is designated as the director under the *Ticket Sales Act*, S.B.C. 2019, c. 13.

25/02/2020
Date


Minister of Public Safety and Solicitor General

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: *Ticket Sales Act*, S.B.C. 2019, c. 13, s. 18(1)(b)

Other authority:

Schedule "E"
ORCS Schedule

S E C T I O N 4

CONSUMER PROTECTION BC

P R I M A R Y N U M B E R S

6 4 0 0 0 - 6 4 9 9 9

Section 4 covers records relating to the regulation and monitoring of consumer protection services provided to British Columbia residents as specified under various acts of legislation. This includes records relating to cemeteries, collection agencies, crematoriums, funeral service providers, home inspectors, payday lenders, consumer operations, investigations, inspections, collection agencies, telemarketeres, and travel services.

Consumer protection services are regulated by the following acts: *Business Practices and Consumer Protection Act* (S.B.C. 2004, c. 2), *Cremation, Interment and Funeral Services Act* (S.B.C. 2004, c. 35), *Motion Picture Act* (R.S.B.C. 1996, c. 314), and *Ticket Sales Act* (S.B.C. 2019, c. 13).

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64100	CEMETERY AND FUNERAL SERVICES - GENERAL
64120	- CORPORATIONS
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64150	- FUNERAL DIRECTORS AND EMBALMERS
64160	- FUNERAL SERVICE PROVIDERS
64170	- MEMORIAL DEALERS
64180	- LICENSED CEMETERIES
64190	- INACTIVE CEMETERIES
64210	COLLECTION AGENCIES
64300	CONSUMER OPERATIONS - GENERAL
64310	- INVESTIGATIONS
64320	CREDIT REPORTING AGENCIES
64800	TRAVEL SERVICES - GENERAL
64810	- EXEMPT PUBLIC CARRIERS
64820	- TRAVEL ASSURANCE FUND
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64000 CONSUMER PROTECTION BC - GENERAL

Records not shown elsewhere in the compliance and consumer services section that relate generally to the regulation and monitoring of consumer and corporate services provided to British Columbian residents.

Record types include: letters of complaints and inquiries, correspondence, memorandum, reports and studies.

NOTE: Only records that cannot be classified in a more specific primary or secondary may be classified under this primary.

For a description of the Investigation Services Information System, see the Information System Overview.

Unless otherwise specified below, the ministry OPR (Consumer Protection BC) will retain these records for:

CY+2y 2y D

E

Except where non-OPR retention periods are identified below, all other ministry offices will retain these records for:

SO nil

DE

-00 Policy and procedures - OPR

SO 5y

FR

- non-OPR

SO nil

DE

FR = The government archives will retain for their evidential value all policy and procedure files created by offices having primary responsibility for policy and procedure development and approval. Draft and duplicate materials which hold no evidential value may be purged and discarded.

-01 General

(Continued on next page)

64000 CONSUMER PROTECTION BC - GENERAL
 (Continued)

-02 Non-specific complaints and general inquiries SO 2y
DE

SO = when complaints are withdrawn, abandoned,
 or dealt with

-03 Annual Consumer Protection BC CY+2y 4y
SR
 reports

SR = The government archives will
 selectively retain these records
 based on their historical and
 evidential values.

NOTE: A full set of annual reports are
 retained in the office library. A
 copy of each report will be forwarded
 to the government archives.

-04 Consumer Protection BC reports and SO 2y
SR
 studies

SO = when a report or study is superseded
 by another on the same topic, or when
 the topic is considered obsolete

SR = The government archives will
 selectively retain these records
 based on their historical and
 evidential value.

-05 Consumer Protection BC issues files SO 2y
SR

SO = when no longer required for reference
 purposes

SR = The government archives will
 selectively retain these records
 based on their historical and
 evidential value.

(Continued on next page)

64000 CONSUMER PROTECTION BC - GENERAL
(Continued)

-05 Consumer Protection BC web site SO nil
DE (web site)

SO = when the web site is altered, updated
or redesigned

NOTE: This web site provides general
information about Consumer Protection
BC, as well as forms and the lists of
licensed BC cemeteries, licensed BC
debt collection agencies, licensed BC
funeral providers, licensed BC travel
agents, licensed BC telemarketers,
licensed BC video retailers, licensed
BC film distributors, licensed BC
theatres, licensed BC home
inspectors, licensed BC payday
lenders. All documents presented on
the web site are classified under
appropriate secondaries within this
ORCS or in the *Administrative Records
Classification System (ARCS)*. The
address of the web site is
<http://www.consumerprotectionbc.ca>

-20 Investigative Services Information System SO nil
DE (electronic system)

SO = when the function supported by the
system is no longer performed by
government, or when all data has been
migrated to a new system performing
the same function.

DE = This electronic system can only be
destroyed when the approved retention
schedules covering the information on
it have elapsed, or when the
information on it has been made
accessible elsewhere.

64100 CEMETERY AND FUNERAL SERVICES - GENERAL

Records not shown elsewhere in the cemetery and funeral services primary blocks which relate generally to the provision of cemetery and funeral services. This primary covers general information about the regulation and monitoring of licensed cemeteries, inactive cemeteries, mausoleums, columbaria, crematoria, funeral service providers, funeral directors, embalmers, memorial dealers and cemetery and funeral corporations pursuant to the *Cremation, Interment and Funeral Services Act* (S.B.C. 2004, c.35). It also includes general records related to cemetery, crematoria and interment specifications, and summary financial reports for cemetery and funeral service companies. Funeral service licensee information is tracked by the Funeral Service Licensing Program database.

Record types include: correspondence, sample brochures and plans, reports, studies and an electronic database.

For annual reports, see primary 64000.

For Cemetery and Funeral Services Advisory Council minutes, see ARCS primary 202.

For forms, see ARCS primary 755.

For funeral director and embalmer case files, see primary 64150.

Unless otherwise specified below, the ministry OPR (Consumer Protection BC) will retain these records for: CY+2y 2y DE

Except where non-OPR retention periods are identified below, all other ministry offices will retain these records for:

<u>DE</u>		<u>SO</u>	<u>nil</u>
-00	Policy and procedures - OPR	SO	5y
FR	- <u>non-OPR</u>	SO	<u>nil</u>
<u>DE</u>			
-01	General		

(Continued on next page)

64100 CEMETERY AND FUNERAL SERVICES - GENERAL (Continued)

- | | | | |
|-----------|--|-------|-----|
| -02
DE | Non-specific complaints and general inquiries | SO | 2y |
| | SO = when complaints are withdrawn, abandoned, or dealt with | | |
| -03
SR | Cemetery and funeral services issues | SO | 2y |
| | (contains trade reports, studies and other materials)
(arrange alphabetically by subject of issue) | | |
| | SO = when issue is no longer relevant | | |
| | SR = The government archives will selectively retain these records based on their historical and evidential value. | | |
| -04
SR | Cemetery and funeral services statistics | CY+2y | nil |
| | and surveys
(includes annual and monthly statistics)
(arrange chronologically by date of report) | | |
| | SR = The government archives will selectively retain these records based on their historical and evidential value. | | |
| -05
DE | Cemetery sample agreements, brochures, plans | SO | nil |
| | and summary financial reports
(arrange alphabetically by subject of agreement, brochure or plan) | | |
| | SO = when the agreement, brochure or plan has been replaced by a more current version | | |

(Continued on next page)

64100 CEMETERY AND FUNERAL SERVICES - GENERAL
(Continued)

-06	Cemetery/interment specifications	SO	nil
DE	(arrange alphabetically by type of specification)		
	SO = when the specifications has been replaced by a more current version		

64120 CEMETERY AND FUNERAL SERVICES - CORPORATIONS

Records relating to the regulation and monitoring of corporations operating in the cemetery and funeral services field pursuant to the *Cremation, Interment and Funeral Services Act* (S.B.C. 2004, c.35). This primary covers general information about corporate involvement in cemetery and funeral services.

Record types include: correspondence, reports, agreements, advertising, lists and memoranda.

For crematoria, funeral service providers and licensed cemeteries, see primaries 64130, 64160 and 64180.

For memorial dealers, see primary 64170.

Unless otherwise specified below, the ministry OPR (Consumer Protection BC) will retain these records for:

	DE	CY+2y	2y
Except where non-OPR retention periods are identified below, all other ministry offices will retain these records for:			
	<u>DE</u>	<u>SO</u>	<u>nil</u>
-00	Policy and procedures - OPR	SO	5y
FR	- <u>non-OPR</u>	<u>SO</u>	<u>nil</u>
	<u>DE</u>		
-01	General		
-02	Non-specific complaints and general inquiries	SO	2y
DE			

SO = when complaints are withdrawn, abandoned, or dealt with

-03 Corporate involvement

64120 CEMETERY AND FUNERAL SERVICES - CORPORATIONS (Continued)

-20 Cemetery and funeral service corporations SO+2y 4y
SR

(arrange alphabetically by corporation)

SO = when the corporation no longer exists

SR = The government archives will retain those records which best document the development and operations of cemetery and funeral services regulated and monitored by the ministry, as well as records of significant informational value which illustrate the societal context of those programs.

64130 CEMETERY AND FUNERAL SERVICES - CREMATORIA

Records relating to the establishment and regulation of crematoria under the *Cremation, Interment and Funeral Services Act* (S.B.C. 2004, c.35). Crematoria operators primarily provide cremation services for licensed funeral providers.

Record types include: licences, statistical and financial reports, advertisements, plans, contracts, price lists, lists of services offered, correspondence, notes, checklists, copies of inspection reports and memoranda.

Unless otherwise specified below, the ministry OPR (Consumer Protection BC) will retain these records for:

DE

CY+2y 2y

Except where non-OPR retention periods are identified below, all other ministry offices will retain these records for:

DE

SO nil

-00 Policy and procedures - OPR
FR

SO 5y

- non-OPR

SO nil

DE

-01 General

-02 Non-specific complaints and general inquiries

SO 2y

DE

SO = when complaints are withdrawn, abandoned, or dealt with

(Continued on next page)

64130 CEMETERY AND FUNERAL SERVICES - CREMATORIA
(Continued)

-20 Crematoria case files SO+3y nil
SR

(arrange in alphabetical order according
to name of operation)

SO = when no longer providing further
cremations

SR = The government archives will retain
those records which best document the
development and operations of cemetery
and funeral services regulated and
monitored by Community Justice Branch,
as well as records of significant
informational value which illustrate
the societal context of those
programs.

64150 CEMETERY AND FUNERAL SERVICES - FUNERAL DIRECTORS AND EMBALMERS

Records relating to the licensing and regulation of

funeral directors and embalmers pursuant to the *Cremation, Interment and Funeral Services Act* (S.B.C. 2004, c.35). Companies are licensed as funeral providers. Individuals working for a funeral provider must be individually licensed. Individuals can be licensed as funeral directors and/or embalmers or apprentice funeral directors and/or embalmers.

Record types: include applications, professional certificates, references, fee payment receipts, licences, licence renewals and correspondence.

For associations, clubs and societies, see ARCS primary 160.

For conference, seminars and symposia, see ARCS primary 220.

For a description of the Investigation Services Information System, see primary 64000 and the Information System Overview.

For licences of funeral service providers, see primary 64160.

Unless otherwise specified below, the ministry OPR

(Consumer Protection BC) will retain these records for:

CY+2y

2y

DE

Except where non-OPR retention periods are identified below, all other ministry offices will retain these records for:

SO

nil

DE

-00 Policy and procedures - OPR
FR

SO

5y

- non-OPR

SO

nil

DE

-01 General

(Continued on next page)

64150 CEMETERY AND FUNERAL SERVICES - FUNERAL DIRECTORS AND
EMBALMERS (Continued)

- 02 Non-specific complaints and general inquiries SO 2y
 DE
- SO = when complaints are withdrawn, abandoned,
 or dealt with
- 03 Apprenticeship program
- 20 Funeral director case files - paper SO+3y nil
 DE
 (arrange alphabetically by director
 surname)
- SO = when funeral directors have voluntarily
 cancelled licence or have had licence
 cancelled for them and have not been
 practicing in British Columbia
- 25 Funeral director case files - electronic SO nil
 DE
- SO = when electronic version of the
 information is no longer required
- 30 Funeral director/embalmer case files - paper SO+3y nil
 DE
 (arrange alphabetically by director
 /embalmer surname)
- SO = when funeral directors/embalmers have
 voluntarily cancelled licence or have
 had licence cancelled for them and have
 not been practicing in British Columbia.
- 35 Funeral director/embalmer case files SO nil
 DE
 - electronic
- SO = when electronic version of the
 information is no longer required

(Continued on next page)

64150

CEMETERY AND FUNERAL SERVICES - FUNERAL DIRECTORS AND
EMBALMERS (Continued)

-40

DE

$$SO+3y$$

nil

```
(arrange alphabetically by embalmer
surname)
```

SO = when embalmers have voluntarily cancelled licence or have had licence cancelled for them and have not been practicing in British Columbia.

-45

Embalmer case files - electronic

so

nil

SO = when electronic version of the
information is no longer required

64160 CEMETERY AND FUNERAL SERVICES - FUNERAL SERVICE
 PROVIDERS

Records relating to the establishment and regulation of funeral service providers under the *Cremation, Interment and Funeral Services Act* (S.B.C. 2004, c.35). Funeral service providers provide funeral services. If offering preneed cemetery or funeral services, funeral providers must set up a preneed trust account with a savings institution in BC and provide: a copy of their preneed trust agreement with your savings institution and a copy of their preneed cemetery or funeral services contract. Funeral providers offering preneed cemetery or funeral services must also annually submit a preneed financial report within 90 days of their fiscal year-end.

Record types include: licences, statistical and financial reports, advertisements, plans, contracts, price lists, lists of services offered, correspondence, notes, checklists, copies of inspection reports and memoranda.

For associations, clubs and societies, see ARCS primary 160.

For conferences, seminars and symposia, see ARCS primary 220.

For a description of the Investigation Services Information System, see primary 64000 and the Information System Overview.

For consumer complaints or investigations, see primary 64310.

(Continued on next page)

64160 CEMETERY AND FUNERAL SERVICES - FUNERAL SERVICE
PROVIDERS (Continued)

Unless otherwise specified below, the ministry OPR
 (Consumer Protection BC) will retain
 these records for:
 DE

CY+2y 2y

Except where non-OPR retention periods are
 identified below, all other ministry
 offices will retain these records for:
DE

SO nil

-00 Policy and procedures - OPR
 FR

SO 5y

- non-OPR

SO nil

DE

-01 General

-02 Non-specific complaints and general inquiries

SO 2y

DE

SO = when complaints are withdrawn, abandoned,
 or dealt with

-20 Funeral service provider case files - paper
 SR

SO+3y 3y

(arrange in alphabetical order according
 to name of operation)

SO = upon no longer providing further
 funerals

SR = The government archives will retain
 those records which best document the
 development and operations of cemetery
 and funeral services regulated and
 monitored by Community Justice Branch,
 as well as records of significant
 informational value which illustrate
 the societal context of those
 programs.

(Continued on next page)

64160 CEMETERY AND FUNERAL SERVICES - FUNERAL SERVICE
PROVIDERS (Continued)

-25 Funeral service provider case
files SO nil
- electronic

DE

SO = when electronic version of the
information is no longer required

64170 CEMETERY AND FUNERAL SERVICES - MEMORIAL DEALERS

Records relating to the monitoring of complaints about memorials and memorial dealers pursuant to the *Cremation, Interment and Funeral Services Act* (S.B.C. 2004, c.35). Memorials include: markers, headstones, monuments, plaques, tablets or plates on a plot, crypt or niche front used to identify or memorialize the deceased. Consumer Protection BC deals with complaints about memorial dealers, but is not required to approve memorial rates.

Record types include: correspondence, complaints, tariffs, notes and reports.

For consumer complaints or investigations, see primary 64310.

Unless otherwise specified below, the ministry OPR (Consumer Protection BC) will retain these records for: CY+2y 2y DE

Except where non-OPR retention periods are identified below, all other ministry offices will retain these records for:

<u>DE</u>		<u>SO</u>	<u>nil</u>
-00	Policy and procedures - OPR	SO	5y
FR	- <u>non-OPR</u>	<u>SO</u>	<u>nil</u>
<u>DE</u>			
-01	General		
-02	Non-specific complaints and general inquiries	SO	2y
DE			

SO = when complaints are withdrawn, abandoned, or dealt with

(Continued on next page)

64170 CEMETERY AND FUNERAL SERVICES - MEMORIAL DEALERS
(Continued)

-20 Memorial dealer case files SO+3y 3y
SR

(arrange in alphabetical order according
to name of dealer)

SO = when memorial dealer is no longer
providing services

SR = The government archives will retain
those records which best document the
development and operations of cemetery
and funeral services regulated and
monitored by Community Justice Branch,
as well as records of significant
informational value which illustrate
the societal context of those
programs.

64180 CEMETERY AND FUNERAL SERVICES - LICENSED
CEMETERIES

Records relating to the establishment and regulation of cemeteries which have a notation on title designating the land as cemetery under the *Cremation, Interment and Funeral Services Act* (S.B.C. 2004, c.35). This includes mausolea and columbaria.

Consumer Protection BC licenses, monitors, requires reports, accepts bonds of guarantee, inspects, issues orders in regard to cemeteries, mausolea and columbaria.

Cemeteries are lands set apart or used as a place of interment of human remains or columbaria for cremated remains. Mausolea are structures or buildings that contain interior or exterior crypts for the entombment of human remains. Columbaria are structures that contain niches for the inurnment of cremated remains.

Record types include: financial statements and feasibility studies; notices; certificates of public interest and operation; land title documents; maps; plans; bylaws and amendments; contracts; tariffs; fees; agreements; permits; correspondence; lists; notes; reports; photographs, and memoranda.

For associations, clubs and societies, see ARCS primary 160.

For conferences, seminars and symposia, see ARCS primary 220.

For consumer complaints or investigations, see primary 64310.

Unless otherwise specified below, the ministry OPR (Consumer Protection BC) will retain these records for: CY+2y 2y

DE

(Continued on next page)

64180 CEMETERY AND FUNERAL SERVICES - LICENSED
CEMETERIES (Continued)

Except where non-OPR retention periods are identified below, all other ministry offices will retain these records for:

SO nil

DE

-00 Policy and procedures - OPR
FR

SO 5y

- non-OPR

SO nil

DE

-01 General

-02 Non-specific complaints and general inquiries

SO 2y

DE

SO = when complaints are withdrawn, abandoned,
or dealt with

-20 Cemetery case files

$$SO+3y \quad 3y$$

FR

```
(arrange in alphabetical order according
to name of operation)
```

SO = when closed to further burials

FR = The government archives will fully retain cemetery case files for their evidential and informational value. These records document the location of all burial plots in the province.

-30 Columbaria case files

$$SO + 3y \quad 3y$$

FR

```
(arrange in alphabetical order according
to name of operation)
```

SO = upon no longer providing further internments

FR = The government archives will fully retain cemetery case files for their evidential and informational value. These records document the location of all niche plots in the province.

(Continued on next page)

64180

-40

$$SO+3y \quad 3y$$

```
(arrange in alphabetical order according
to name of operation)
```

SO = upon no longer providing further service

FR = The government archives will fully retain cemetery case files for their evidential and informational value. These records document the location of all crypt and niche plots in the province.

64190 CEMETERY AND FUNERAL SERVICES - INACTIVE
CEMETERIES

Records relating to the collection of information on existing cemeteries which do not have a notation on title designating the land as cemetery and are not required to report annually to the Registrar of Cemeteries (*Cremation, Interment and Funeral Services Act* (S.B.C. 2004, c.35)). Inactive cemeteries include aboriginal cemeteries, single and family grave sites, historic sites, and crash sites.

Record types include: correspondence, land title documents, maps, plans, inspection reports, notes, lists, public notices, photographs and reports.

Unless otherwise specified below, the ministry OPR (Consumer Protection BC) will retain these records for:

CY+2y

2y

DE

Except where non-OPR retention periods are identified below, all other ministry offices will retain these records for:

SO

nil

DE

-00 Policy and procedures - OPR
 FR

SO

5y

- non-OPR

SO

nil

DE

-01 General

-02 Non-specific complaints and general inquiries

SO

2y

DE

SO = when complaints are withdrawn,
 abandoned, or dealt with

(Continued on next page)

64190 CEMETERY AND FUNERAL SERVICES - INACTIVE
CEMETERIES (Continued)

-03 Aboriginal cemeteries reference files SO nil
FR

SO = when bodies have been removed from cemetery or when additional evidence is provided that clearly shows that there have been no interments, crashes, etc. at that site

FR = The government archives will fully retain aboriginal cemeteries reference files for their evidential and informational value. These records document the location of aboriginal burial plots in the province.

-04 Graves at crash sites reference files SO nil
FR

SO = when additional evidence is provided that clearly shows that there have been no crashes, etc. at that site or when bodies have been removed from the crash site

FR = The government archives will fully retain graves at crash sites reference files for their evidential and informational value. These records document crash sites in the province where bodies have not been recovered.

(Continued on next page)

64190 CEMETERY AND FUNERAL SERVICES - INACTIVE
CEMETERIES (Continued)

-05	Family graves reference files	SO	nil
FR			

SO = when bodies have been removed from cemetery or when additional evidence is provided that clearly shows that there have been no interments, etc. at that site

FR = The government archives will fully retain family grave reference files for their evidential and informational value. These records document the location of family graves in the province.

-06	Heritage cemeteries reference files	SO	nil
FR			

SO = when bodies have been removed from cemetery or when additional evidence is provided that clearly shows that there have been no interments etc. at that site

FR = The government archives will fully retain heritage cemeteries reference files for their evidential and informational value. These records document the location of heritage cemeteries in the province.

64190 CEMETERY AND FUNERAL SERVICES - INACTIVE
 CEMETERIES (Continued)

-20 Inactive cemeteries

SO nil

FR

(arrange alphabetically by name of
cemetery site)

SO = when bodies have been removed from
 cemetery or when additional evidence
 is provided that clearly shows that
 there have been no interments etc.
 at that site

FR = The government archives will fully
 retain inactive cemeteries case files
 for their evidential and informational
 value. These records document the
 location of inactive cemeteries in
 the province.

64210 COLLECTION AGENCIES

Records relating to the licensing and monitoring of debt collectors, bailiffs and collection agencies under the *Business Practices and Consumer Protection Act (S.B.C. 2004, c. 2)*.

In order to operate as a licensed debt collector, the bailiff or collection agency must submit an application to the Director (Consumer Protection BC), accompanied by an appropriate fee, a security or proof of security, and other necessary information. The amount of the fee depends on the annual gross collectibles of a collector or collection agency. If the application is refused or a licence is suspended or terminated, the applicant has the right to a reconsideration of the decision by the Director.

Licences must be renewed annually. The applicant must also notify the director of changes to business address, termination of employees, and changes of principals (e.g., partners, directors, shareholders or officers). This information is tracked by Consumer Protection BC.

Four categories of registration status exist: pending; refused (applications cancelled by Registrar); active/licenced; and, inactive (licences cancelled by applicant or director).

Collection agencies are monitored when complaints are received. The complaints may be informally resolved, or handled as formal investigations. If an inspection or investigation takes place, notes are placed on the relevant consumer investigation case file. Copies of the licensee's financial records, bankruptcy records, personal records, credit checks and criminal records checks may also be placed on file, for use as evidence.

(Continued on next page)

64210 COLLECTION AGENCIES (Continued)

Record types include licences, applications, financial statements, bonds, sample form letters, correspondence, registers, hearing records, legal and court documents, reports and an electronic database.

For a description of the Investigation Services Information System, see primary 64000 and the Information System Overview.

For records of fee payments, see ARCS primary 925.

For consumer complaints or investigations, see primary 64310.

Unless otherwise specified below, the ministry OPR (Consumer Protection BC) will retain these records for: CY+2y 2y DE

Except where non-OPR retention periods are identified below, all other ministry offices will retain these records for:

DE SO nil

-00	Policy and procedures - OPR	SO	5y
FR			
	- <u>non-OPR</u>	SO	<u>nil</u>

DE

-01	General		
-02	Non-specific complaints and general inquiries	SO	2y
DE			

SO = when complaints are withdrawn, abandoned, or dealt with

-03	Collection agency reports and studies	SO	2y
SR			

SO = when a report or study is superseded by another on the same topic, or when the topic is considered obsolete

(Continued on next page)

64210 COLLECTION AGENCIES (Continued)

SR = The government archives will
selectively retain these records
based on their historical and
evidential value.

-20 Collection agency licensing/monitoring files SO+2y 2y
SR

- paper
(arrange alphabetically by agency name)

SO = when collection agency is closed
or application is cancelled

NOTE: Consumer Protection BC will transfer
Collection Agency Licensing/
Monitoring files to archival custody
under ongoing accession number
91-0381.

SR = The government archives will
selectively retain collection agency
records, both monitoring and licensing
case files, by means of a five percent
random sample. The government
archives will retain the first file
and every twentieth
file thereafter.

-25 Collection agency licensing/monitoring files SO nil
DE

- electronic

SO = when electronic version of the
information is no longer required

64300 CONSUMER OPERATIONS - GENERAL

Records not shown elsewhere in consumer operations primary block which relate generally to consumer operations. Records cover consumer protection, business practices, and the investigation and enforcement of consumer legislation pursuant to the *Business Practices and Consumer Protection Act* (S.B.C. 2004, c. 2) and the *Ticket Sales Act* (S.B.C. 2019, c.13). Information about investigation and enforcements is tracked on the Consumer Investigation and Enforcement Case Tracking System.

Record types include: bulletins, reports, forms, tickets, correspondence, memoranda, notes, statistics and electronic database.

For consumer complaints or investigations, see primary 64310.

For related legislation, see ARCS primaries 120 to 145.

Unless otherwise specified below, the ministry OPR (Consumer Protection BC) will retain these records for:

DE

CY+2y 2y

Except where non-OPR retention periods are identified below, all other ministry offices will retain these records for:

DE

SO nil

-00 Policy and procedures - OPR
FR

SO 5y

- non-OPR

SO nil

DE

-01 General

-02 Non-specific complaints and general inquiries

SO 2y

DE

SO = when complaints are withdrawn,
abandoned, or dealt with

(Continued on next page)

64300 CONSUMER OPERATIONS - GENERAL (Continued)

-03	Consumer operations reports and studies SR (arrange alphabetically by report name)	SO	2y
	<p>SO = when a report or study is superseded by another on the same topic, or when the topic is considered obsolete</p> <p>SR = The government archives will selectively retain these records based on their historical and evidential values.</p>		
-04	Investigation caseload reports SR (cumulative monthly) (covers a time/cost breakdown by investigator; investigations and inspections statistics; active cases listed by investigation or status; a status listing of active closed cases for each investigation officer; and a listing of the number cases for each subject code)	CY+1y	nil
enforcement and of	<p>SR = The government archives will fully retain the last report of each fiscal year, and destroy all other reports.</p> <p>NOTE: Monthly reports are produced for the director using information from the officers' monthly statistical information reports and from the Consumer Investigation and Enforcement Case Tracking System.</p>		
-05	Investigation officers' monthly statistical reports	SO	nil
DE	<p>SO = when the director receives the next report</p>		

Records relating to the investigation and enforcement of consumer complaints and of other evidence of infringement legislation. The statutes that may give rise to investigations are the *Business Practices and Consumer Protection Act* (S.B.C. 2004, c. 2), *Cremation, Interment and Funeral Services Act* (S.B.C. 2004, c. 35), *Motion Picture Act* (R.S.B.C. 1996, c. 314) and the *Ticket Sales Act* (S.B.C. 2019, c. 13).

of consumer

Investigations are initiated when an investigator's attention is brought to a possible violation of consumer legislation. Sometimes a newspaper article provides the lead, but in most cases a consumer complaint is the instigation. The person making the complaint is called the complainant.

A complaint about a specific business (that is, an individual who sells goods and/or services to consumers) may lead to one of three outcomes: it may be referred to a more appropriate body (such as the police); a decision may be made not to investigate further (because prosecution is not possible or practical); or, it may lead to an investigation by an investigation officer.

Enforcement occurs when investigations reveal serious infringements of the legislation. Enforcement may take the form of criminal prosecution, civil litigation, injunction, declaration, substitute action, or assurance of voluntary compliance.

64310 CONSUMER OPERATIONS - INVESTIGATIONS (Continued)

Investigation officers also monitor consumer issues which may result in investigations.

Record types include: research materials, copies of ownership, business records, notes, legal documents, legal opinions, court records, logs, photographs, newspaper clippings, pamphlets, advertisements, memoranda, correspondence, reports, tickets, evidence lists, spare evidence, and notes.

For a description of the Investigation Services Information System, see primary 64000 and the Information System Overview.

Unless otherwise specified below, the ministry OPR (Consumer Protection BC) will retain these records for: CY+2y 2y DE

Except where non-OPR retention periods are identified below, all other ministry offices will retain these records for:

<u>DE</u>		<u>SO</u>	<u>nil</u>
-00	Policy and procedures - OPR	SO	5y
FR			
	- <u>non-OPR</u>	<u>SO</u>	<u>nil</u>
<u>DE</u>			
-01	General		
-02	Non-specific complaints and general inquiries	SO	2y
DE			

SO = when complaints are withdrawn, abandoned, or dealt with

-03	Consumer investigations reports and studies	SO	2y
SR			
	files		
	(arrange alphabetically by report name)		

SO = when a report or study is superseded by another on the same topic, or when the topic is considered obsolete

(Continued on next page)

64310 CONSUMER OPERATIONS - INVESTIGATIONS (Continued)

SR = The government archives will selectively retain these records based on their historical and evidential values.

NOTE: Do not file records of investigations here, no matter how minor. Use 64210-20.

PIB -20 Consumer investigation licensing case files SO+2y 4y
SR

- paper
(includes forms, correspondence, orders, notes, reports, records of the trader under investigation (originals, copies, and certified copies), records of advertisements, and certificates proving ministerial consent/ appointment)
(arranged by case number)

SO = when investigation is closed

NOTE: Field offices of the Consumer Investigation Services Program will store consumer investigation paper case files under the following ongoing accession numbers:

<u>Number</u>	<u>Office</u>
91-0195	Kamloops
91-0196	Burnaby/Vancouver
91-0197	Victoria
91-0198	Kelowna
91-0199	Prince George

SR = The government archives will selectively retain these records because of their significant historical, evidential and legal values.

(Continued on next page)

64310 CONSUMER OPERATIONS - INVESTIGATIONS (Continued)

-25 Consumer investigation licensing case files SO nil
DE
- electronic

SO = when electronic version of the
information is no longer required

64320 CREDIT REPORTING AGENCIES

Records relating to the regulation and monitoring of credit reporting agencies and to inquiries and complaints about the actions of reporting agencies. The Director (Consumer Protection BC) is responsible for regulating reporting agencies, monitoring their activities and handling complaints from consumers as outlined in the *Business Practices and Consumer Protection Act* (S.B.C. 2004, c. 2).

Since September 2001, the director has continued only to monitor credit reporting agencies when complaints are received. Complaints may be resolved informally, or handled as formal investigations. If an inspection or investigation takes place, notes are placed on the relevant consumer investigation case file. Copies of the licensee's financial records, personal records, proof of payment, credit checks and criminal records checks may also be placed on file, for use as evidence. Instead of revoking an agency's license, the director now has the power to order for an agency to cease operations if necessary.

Record types include: register, lists, applications, forms, correspondence, reports, copies of certificates and notes.

For consumer complaints or investigations, see primary 64310.

Unless otherwise specified below, the ministry OPR (Consumer Protection BC) will retain these records for: CY+2y 2y DE

(Continued on next page)

64320 CREDIT REPORTING AGENCIES (Continued)

Except where non-OPR retention periods are identified below, all other ministry offices will retain these records for:

<u>DE</u>		<u>SO</u>	<u>nil</u>
-00	Policy and procedures - OPR	SO	5y
FR			
	- <u>non-OPR</u>	<u>SO</u>	<u>nil</u>
<u>DE</u>			
-01	General		
-02	Non-specific complaints and general inquiries	SO	2y
DE			
	SO = when complaints are withdrawn, abandoned, or dealt with		
-03	Credit reporting reports and studies SO	2y	SR
	SO = when a report or study is superseded by another on the same topic, or when the topic is considered obsolete		
	SR = The government archives will selectively retain these records based on their historical and evidential value.		
-20	Register of Credit Reporting Agencies	SO	nil
DE	(electronic database)		

NOTE: This in-house database created on Access Tracks Credit Reporting Agencies. Because this a simple system, an information system overview has not been developed.

(Continued on next page)

64320 CREDIT REPORTING AGENCIES (Continued)

-30 Credit reporting agency licensing files SO+2y 2y
SR

(arrange alphabetically by agency name)

SO = when collection agency is closed or
application cancelled

SR = The government archives will
selectively retain these records
based on their historical and
evidential value.

-30 Complaints against credit reporting agencies SO+2y nil
SR

(arrange alphabetically by agency name)

SO = when investigation is completed

SR = The government archives will
selectively retain credit
reporting agency records, both
licensing and monitoring and case
files, by means of a five percent
random sample. The government
archives will retain the first file
and every twentieth file
thereafter.

Records not shown elsewhere in the travel services primary block which relate generally to information about travel services in British Columbia. Travel services are provided by travel agents, travel wholesalers, and accommodation providers. The Act requires travel licensees to meet prescribed standards and to provide certain information for government purposes and public access.

This information is tracked By Consumer Protection BC.

Record types include: the list of travel licensees, an electronic database, reports, correspondence, memoranda and notes.

For annual reports on travel services, see primary 64000.

For a description of the Investigation Services Information System, see primary 64000 and the Information System Overview.

For specific complaints, see 64310-06 and 64310-20 (Consumer Legislation-investigations) and 64820-20, 64830-40 and 64830-50.

For exempt public carriers, see 64810-20.

Unless otherwise specified below, the ministry OPR (Consumer Protection BC) will retain these records for:
E

CY+2y 2y D

64800xxxxx TRAVEL SERVICES - GENERAL (Continued)

Except where non-OPR retention periods are identified below, all other ministry offices will retain these records for:

	<u>DE</u>		<u>SO</u>	<u>nil</u>
-00	Policy and procedures - OPR		SO	5y
FR		- <u>non-OPR</u>	<u>SO</u>	<u>nil</u>
<u>DE</u>				
-01	General			
-02	Non-specific complaints and general inquiries		SO	2y
DE				
	SO = when complaints are withdrawn, abandoned, or dealt with			
-03	Airlines reference files			
-04	Monthly travel services statistical reports		SO	nil
DE				
-05	Travel services issues reports and			
SO	2y SR studies			
	SO = when a report or study is superseded by another			
PIB	-10 Register of Travel Licensees - electronic		SO	
nil	DE			
	(consists of names, addresses, registration numbers, and restrictions of travel licensees) (arranged alphabetically by travel licensee name) (covers four reports based on registration status: active [registered]; suspended; cancelled; and,)			

NOTE: The office does not use or maintain paper copies of the register of travel licensees. Paper copies are created upon request of the public.

(Continued on next page)

64800xxxxx

TRAVEL SERVICES - GENERAL (Continued)

-15
NA

Register of Travel Licensees - paper

SO

NA

(includes names, addresses,
registration
numbers, and restrictions of travel
licensees)
(arranged alphabetically by travel
licensee name)

SO = when generated by the Travel
Licensing System.

NA = sent to requestor

NOTE: the office does not use or maintain
a paper copy of the Register, relying
solely on the Travel Licensing System

Record types include: correspondence and notices.

64820 TRAVEL SERVICES - TRAVEL ASSURANCE FUND

Records relating to the administration of the Travel Assurance Fund pursuant to the *Business Practices and Consumer Protection Act* (S.B.C. 2004, c. 2) and the *Travel Industry Regulation* (BC Reg. 296/2004). All travel licensees must make semi-annual payments to the fund, based on their income. The fund reimburses consumers for prepaid travel services which have not been received. Travel licensees who have purchased travel services from other travel agents/wholesalers may also make claims and be reimbursed.

The Director (Consumer Protection BC) administers, makes decisions about claims against, the fund. Prior to 2004, the Travel Assurance Board, appointed under the *Travel Agents Act*, held hearings and made recommendations about claims against the fund. Payments into the fund are tracked on the Travel Services Licensing System.

Record types include: minutes, correspondence, applications, records of decisions, electronic records, and records of payments.

For a description of the Investigation Services Information System, see primary 64000 and the Information System Overview.

Unless otherwise specified below, the ministry OPR (Consumer Protection BC) will retain these records for:

E

CY+2y 2y D

(Continued on next page)

64820 TRAVEL SERVICES - TRAVEL ASSURANCE FUND (Continued)

Except where non-OPR retention periods are identified below, all other ministry offices will retain these records for:

<u>DE</u>		<u>SO</u>	<u>nil</u>
-00	Policy and procedures - OPR	SO	5y
FR	- <u>non-OPR</u>	<u>SO</u>	<u>nil</u>

DE
-01 General

-02	Non-specific complaints and general inquiries	SO	2y
SR			

SO = when complaints are withdrawn,
abandoned, or dealt with

-03	Annual Travel Assurance Board reports	CY+2y	4y
SR			

SR = The government archives will
selectively retain these records
based on their historical and
evidential value.

NOTE: A full set of annual reports are
retained in the office library. A
copy of each report will be forwarded
to the government archives.

-04	Travel Assurance Board minutes	CY+1y	
5y	SR (includes records of decisions about claims against the fund)		

SR = The government archives will
selectively retain these records
based on their historical and
evidential value.

NOTE: Contains some personal information
about
persons making claims against the

Fund.

(Continued on next page)

64820 TRAVEL SERVICES - TRAVEL ASSURANCE FUND (Continued)

-05 Travel Assurance Fund pay-out list - paper CY+1y 5y
DE

(consists of names and addresses of consumers and licensees ["agents"] awarded claims from the Fund, as well as the names of the relevant licensees ["suppliers"] and the amounts awarded) (arranged chronologically by Board meeting)

NOTE: This list is created as an attachment to the memo sent to the minister for approval after each board meeting.

-06 Travel Assurance Fund pay-out list - electronic SO nil
DE

SO = when electronic version of the information is no longer required

-07 Travel Assurance Fund semi-annual contributions CY+1y 5y
DE

- paper
(includes contributions, total sales, payments due and payments made documents)

NOTE: The semi-annual payment periods are September 1 to February 28/29, and March 1 to August 31. The first payment each year accompanies the registration renewal.

-08 Travel Assurance Fund semi-annual contributions SO nil
DE

- electronic

SO = when electronic version of the information is no longer required

(Continued on next page)

64820 TRAVEL SERVICES - TRAVEL ASSURANCE FUND (Continued)

-20 Closed licensees - Travel Assurance Fund claims SO+1y 5y
SR

of

(includes claim applications, records
board's decisions, orders and rulings,
and related correspondence)

SO = when all claims against the Travel
Assurance Fund relating to a particular
travel licensee have been approved by
the Travel Assurance Board and paid out
or denied and not appealed

SR = The government archives will
selectively retain these records
based on their historical and
evidential value.

Records relating to the licensing and monitoring of licensed travel licensees (agent, wholesaler, or tour operator) in British Columbia, and to the maintenance of licensed status pursuant to the *Business Practices and Consumer Protection Act* (S.B.C. 2004, c. 2). Individuals wishing to become travel agents/wholesalers must complete applications providing information about their legal name, business name, addresses, principals, resident managers (for extra-provincial corporations), personal history, and financial status. Securities in the form of letters of credit are also required. Approved travel licensees are issued with certificates which do not bear expiry dates but registrations must be renewed annually. Renewal forms must be accompanied by annual financial statements, registration fees, and contributions to the Travel Assurance Fund. Restrictions regarding types of services a travel licensee may offer may also be put in place.

Inspections, registration changes, complaints, and hearings also occur and are documented in the files. Registrar's hearings occur when people have committed an offence and have not heeded warning letters.

The following types of registration status exist: which are active/licensed; cancelled/inactive; and, exempt. The status of each travel licensee is reflected on the Travel Services Licensing System and in the Register of Travel Licensees.

Travel licensees and potential travel licensees are monitored with the aim of uncovering fraud, achieving licensing as required, and requiring licensing if activities change so that it is needed.

Files containing applications and other registration information contain personal information. All applicants to become travel licensees are assigned numbers by the Travel Services Licensing System. Record types include: applications, notices, forms, financial statements, securities, cheques, notes, records of hearings, and correspondence.

(Continued on next page)

64830 TRAVEL SERVICES - LICENSEES (Continued)

For a description of the Investigation Services Information System, see primary 64000 and the Information System Overview.

For consumer complaints or investigations, see primary 64310.

For travel services trade bulletins are classified as secondary 64800-06.

Unless otherwise specified below, the ministry OPR (Consumer Protection BC) will retain these records for:

E CY+2y 2y D

Except where non-OPR retention periods are identified below, all other ministry offices will retain these records for:

DE SO nil

-00	Policy and procedures - OPR	SO	5y
FR			
	- <u>non-OPR</u>	SO	<u>nil</u>

<u>DE</u>			
-01	General		
-02	Non-specific complaints and general inquiries	SO	2y
DE			

SO = when complaints are withdrawn, abandoned, or dealt with

-03	Non-registered travel Unlicensed travel agents/wholesalers files
SO	nil DE
	(also known as "cease and desist files")
	(includes copies of warning letters)

SO = when information is no longer of use to Travel Services office

NOTE: These files are used to monitor persons operating as travel licensees without licence, and may be used as evidence of knowing non-compliance if legal action is required.

(Continued on next page)

64830 TRAVEL SERVICES - LICENSEES (Continued)

- 04 Not-required-to-register files
(includes inquiries, business plans
and
other correspondence)

NOTE: Relates to the monitoring of persons
who work in the travel field, but do
not operate as travel licensees under
the Act.

- 05 Potential fraud information files SO nil
DE

SO = when information is superseded or
obsolete

NOTE: Fraud investigations are conducted by
Consumer Investigations Services or by
the police. These files contain only
background information about potential
fraud Travel Services needs to
monitor.
The bulk of the information is
contained
in the consumer investigation case
files. For consumer investigations,
see primary 64310.

- paper -06 Securities records -
SO+1y 6y DE
(consists of security reference
number,
security firm, status, type of
security,
expiry date, amount, and comments)

SO = when the bank advises that it has
withdrawn its letter of credit

7y = based on legal and financial
requirements of the *Limitation Act*
(RSBC 1996, c. 266).

NOTE: Since 1987 all new travel licensees
have
been required by ministry policy to
post securities, but travel licensees
registered before 1987 need not do so
unless they open new branches or
change ownership.

(Continued on next page)

64830 TRAVEL SERVICES - LICENSEES (Continued)

NOTE: Securities require secure storage in a locked cabinet, as they have significant financial value.

-07 Securities records -
electronic SO nil DE

SO = when electronic version of the information is no longer required

-08 Travel licensee principals data - paper
(consists of the current and historical names, addresses, and business titles of owners, shareholders, and directors of travel agent/wholesaler companies, as well as information about the percentage of travel business that each owns)

-09 Travel licensees principals data -
electronic SO nil DE

SO = when electronic version of the information is no longer required

-40 Licensed travel licensee files - paper SO NA
NA

(includes applications, forms, appointments letters, statements correspondence, reports, and records of headings)
(arrange by the numbers assigned by the Travel Services Licensing System)

SO = when travel licensee is no longer registered and/or licence is cancelled voluntarily or by the Registrar

NA = Re-classify in 64820-20 if Travel Assurance Fund claims have been made against the licensee.

If the control of a company changes the old licensee must re-register as a new licensee and the old licensee file is filed as a "soft closure", secondary -50.

(Continued on next page)

64830 TRAVEL SERVICES - LICENSEES (Continued)

NOTE: Travel licensee branch offices are registered and entered separately, receiving a completely different number from the head office.

-45	Licensed travel licensee files - electronic SO	nil	DE
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SO = when electronic version of the information is no longer required

-50	Licensed travel licensee files - closed no 5y DE Travel Assurance Fund claims (also known as "soft closures")	CY+1y	
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-60 DE	Travel licensee annual renewals (includes renewal forms [Form 4's] with cheque copies on reverse of forms) (arranged licensee number order)	CY+1y	5y
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NOTE: Renewals are due every March 31st. Prior to this date Travel Services sends a renewal form accompanied by a cover letter, a notice of changes form, and possibly a trade bulletin, to each licensee.

NOTE: Receipt of renewal is recorded in the Travel Services Licensing System. The System also includes financial summary information in the Travel Services Licensing System (net worth, profit loss, gross sales, gross profit, working capital, etc.).

PROTOCOL “1” **POLICY AND LEGISLATION PROTOCOL**

DESCRIPTION	RESPONSIBILITY	
	MINISTRY	BPCPA
<i>Operational Policy and Procedures</i>		
Changes to operational policy or procedures	<ul style="list-style-type: none"> • No involvement • May request information 	<ul style="list-style-type: none"> • Full responsibility • No requirement to consult or notify government • Provide information if requested.
<i>Amendments to Legislation and Regulations</i>		
Confidentiality: The Authority agrees to abide by all confidentiality requirements of the Province relating to information provided by the Province to the Authority as part of the Province’s consultation with the Authority on policy and legislation proposals.		
Government initiates amendments	<ul style="list-style-type: none"> • Obligation to liaise with the Authority on amendments with implications for operation or financial viability of the Authority. • Consult on other initiatives to the greatest extent possible. 	<ul style="list-style-type: none"> • Provides information and input, and assists with consultation as required.
Authority recommends amendments	<ul style="list-style-type: none"> • Provides quality control function • Has no obligation to approve, make it a ministry priority, or participate in policy analysis • If supported by Minister, takes proposal through government approval process 	<ul style="list-style-type: none"> • Undertakes analysis, consultation and document preparation • Provides written request to Minister well in advance in order to meet government legislation timelines.
<i>Federal-Provincial-Territorial (FPT) policy work</i>		
Harmonization and other FPT policy work	<ul style="list-style-type: none"> • Represents the Province on work related to public policy and legislation. 	<ul style="list-style-type: none"> • Provides information and input and assists on issues related to the core business functions given to the Authority.

PROTOCOL “2”
FREEDOM OF INFORMATION CONSULTATION PROTOCOL - PROVINCE
RECORDS

1. It is not the intention of the Province to waive solicitor-client privilege with respect to legal advice contained in Province Records transferred to the Authority.
2. The Authority will manage the Province Records it accesses in accordance with the recorded information management policies and procedures of the Ministry and the Province, copies of which policies and procedures will be provided to the Authority by the Minister upon request.
3. The Minister has provided the Authority with the Administrative Records Classification System (ARCS) and the Operational Records Classification System (ORCS) retention and disposal schedules for Province Records. The ORCS schedule is attached hereto as Schedule “G”.
4. The Authority will manage Province Records pursuant to the retention and disposal schedules provided by the Minister and will return all Province Records to the Minister for final disposition.
5. The Authority will maintain Province Records separately from the Authority’s records.
6. The Authority will maintain the safekeeping and integrity of the Province Records, including taking reasonable security measures as necessary to protect the confidentiality of the records against such risks as unauthorized access, collection, use, disclosure or disposal of records.
7. The Authority will permit the Ministry Records Officer, or his or her designate, to have access to the Province Records the Authority has in its possession to ensure compliance with the provisions of this Agreement.
8. Province Records ready for off-site storage will be kept at a storage facility identified by the Minister prior to destruction or archiving.
9. The Ministry Records Officer will maintain authorization lists for access to Province Records in off site storage. The Authority will identify a staff person to be added to the authorization list.
10. The Authority will pay all storage costs incurred for the storage of Province Records prior to archival or destruction.
11. When a party retrieves Province Records from off-site storage, the retrieving party will pay the costs of retrieving the records.
12. The Authority will pay all costs associated with the final archival or destruction of Province Records.

13. The Authority will return to the Minister all Province Records in its custody if this Agreement is terminated.
14. The parties agree that the Authority has the custody and control of all Province Records for the purposes of the *FOIPPA* and, in respect of those records, the Authority will perform all functions required under the *FOIPPA* including responding to requests for records and requests for the correction of personal information under the *FOIPPA*.
15. The Authority will consult with the Minister regarding requests made under section 5 of the *FOIPPA* for access to Province Records.

PROTOCOL “3” COMMUNICATIONS PROTOCOL

DESCRIPTION	RESPONSIBILITY	
	MINISTRY	BPCPA
<i>Correspondence</i>		
Correspondence on operational issues related to the Authority	<ul style="list-style-type: none"> • Forwards to Authority for response 	<ul style="list-style-type: none"> • Responds directly
Correspondence on complaints about Authority performance	<ul style="list-style-type: none"> • Notifies Authority • Drafts ministerial response 	<ul style="list-style-type: none"> • Provides information as required
Correspondence on legislation or policy change or development	<ul style="list-style-type: none"> • Notifies Authority as appropriate • Drafts ministerial response 	<ul style="list-style-type: none"> • Notifies Ministry • Responds that correspondence referred to Minister
<i>Briefing Notes</i>		
All	<ul style="list-style-type: none"> • Consults with Authority as appropriate • Prepares material 	<ul style="list-style-type: none"> • Provides information as required
FPT work – inter-provincial harmonization, negotiation	<ul style="list-style-type: none"> • Consults with Authority as appropriate • Prepares materials related to public policy and legislation 	<ul style="list-style-type: none"> • Prepares materials related to the core business functions given to the Authority
<i>Cabinet Documents</i>		
All (e.g. Cabinet Submissions, Treasury Board Submissions, Issue Papers, RFLs)	<ul style="list-style-type: none"> • Consults with Authority as appropriate • Prepares material 	<ul style="list-style-type: none"> • Provides information as required
<i>Press Releases and Media Inquiries</i>		
Requests for interviews and background material on specific operational issues related to Authority	<ul style="list-style-type: none"> • Refers request to Authority 	<ul style="list-style-type: none"> • Responds directly • Keeps media log and advises the Ministry of critical requests
Press releases or media inquiries on high profile classifications, investigations or prosecutions	<ul style="list-style-type: none"> • Consults with Authority • Issues joint press release or response with Authority 	<ul style="list-style-type: none"> • Consults with Ministry • Issues joint press release or response with Ministry
Press releases or media inquiries on legislative or regulatory change	<ul style="list-style-type: none"> • Consults Authority • Issues press release or response 	<ul style="list-style-type: none"> • Consults with Ministry

<i>Crisis Management</i>		
E.g. crisis involving Travel Assurance Fund	<ul style="list-style-type: none"> • Coordinates and prepares response in cooperation with Authority 	<ul style="list-style-type: none"> • Cooperates with Ministry in preparing coordinated response
<i>Speeches/Speaking Notes for Government</i>		
Formal Speeches – all topics	<ul style="list-style-type: none"> • Advises Authority • Prepares materials 	<ul style="list-style-type: none"> • Provides information as required
<i>Attendance at Minister's or Senior Staff Meetings with Stakeholders</i>		
When Minister is invited to attend stakeholder event	<ul style="list-style-type: none"> • Minister attends as required 	<ul style="list-style-type: none"> • Informed and invited to attend if appropriate
When Minister is asked to meet with stakeholder group on a specific issue	<ul style="list-style-type: none"> • Minister attends as required 	<ul style="list-style-type: none"> • Informed and invited to attend if appropriate

