

This Agreement is made

BETWEEN:

Business Practices and Consumer Protection Authority doing business as **CONSUMER PROTECTION BC,**

AND:

The Licensee

WHEREAS:

- A. Consumer Protection BC, in its capacity as the director under the Act, has issued the Licence to the Licensee; and
- B. The Licensee is required, as a condition of the Licence, to enter into this Agreement, and accordingly, to pay the Consumer Protection BC Administrative Fees as required by this Agreement.

NOW THEREFORE, in consideration of the Licensee's obligations under this Agreement and the agreement of Consumer Protection BC to the payment of the Consumer Protection BC Administrative Fees in the manner contemplated by this Agreement, the parties agree as follows:

ARTICLE 1 – DEFINITIONS

1.01 In this Agreement:

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

“Consumer Protection BC Administrative Fee” means the “Administrative Fee” as defined in the current Funeral Service Providers fee schedule;

“Licence” means funeral provider licence issued to the Licensee under the Act.

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

ARTICLE 2 – PAYMENT OF ADMINISTRATIVE FEE

2.01 The Licensee acknowledges that it is a condition of the Licence that the Licensee pay to Consumer Protection BC the Consumer Protection BC Administrative Fee for each death registered in the Province of British Columbia under the *Vital Statistics Act* during the term of the Licence by a funeral director employed by or under contract to the Licensee including, without limitation, by such funeral director effecting such registration personally while acting as a vital statistics registrar under the *Vital Statistics Act* or by delivering the statement and certificate referred to in section 19 of the *Vital Statistics Act* to another person who is a vital statistics registrar under the *Vital Statistics Act*, and excepting those deaths which are exempted from such fees as set out in the Consumer Protection BC Fee Schedule for Funeral Service Providers and Consumer Protection BC agrees that the Licensee will pay such fees in accordance with this Agreement.

2.02 Within 15 days after each of December 15, March 15, June 15 and September 15, of the current licence year, the Licensee must:

- (a) deliver to Consumer Protection BC, in such form as is required by Consumer Protection BC, a report of the number of deaths registered in the Province of British Columbia under the *Vital Statistics Act* by a funeral director employed by or under contract to the Licensee including, without limitation, by such funeral director effecting such registration personally while acting as a vital statistics registrar under the *Vital Statistics Act* or by delivering the statement and certificate referred to in section 19 of the *Vital Statistics Act* to another person who is a vital statistics registrar under the *Vital Statistics Act*, in the 3 month period preceding each such date, together with such other information as may reasonably be required by Consumer Protection BC; and
- (b) pay to Consumer Protection BC an amount equal to the Consumer Protection BC Administrative Fee multiplied by the number of deaths registered in the Province of British Columbia by a funeral director employed by or under contract to the Licensee including, without limitation, by such funeral director effecting such registration personally while acting as a vital statistics registrar under the *Vital Statistics Act* or by delivering the statement and certificate referred to in section 19 of the *Vital Statistics Act* to another person who is a vital statistics registrar under the *Vital Statistics Act* in the 3 month period preceding each such date, except for those deaths which are exempt from such fees as set out in the Consumer Protection BC Fee Schedule for Funeral Service Providers.

2.03 The Licensee will deliver the reports, other information and payments required under section 2.02 to the address of Consumer Protection BC established under section 3.01 or 3.02, as the case may be.

2.04 If as a result of an inspection or audit, or by any other means, Consumer Protection BC determines that a payment made by the Licensee under section 2.02 is less than the amount due and payable, Consumer Protection BC may, by notice to the Licensee, advise the Licensee of the overdue amount, and the Licensee must pay the amount specified in the notice immediately upon receipt of the notice.

- 2.05 If the Licensee fails to make any payment required to be made under this Agreement on or before the date on which it is due and payable, Consumer Protection BC may, by notice to the Licensee, estimate the amount which is due and payable, and such estimate, upon receipt of such notice by the Licensee, is deemed to be the amount due and payable for purposes of this Agreement, subject to the right of Consumer Protection BC to establish that a greater amount is due and payable.
- 2.06 All amounts payable by the Licensee to Consumer Protection BC under this Agreement remain payable to Consumer Protection BC despite the expiration, suspension or cancellation of the Licence.

ARTICLE 3 – MISCELLANEOUS

- 3.01 Any notice, document, 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:
- (a) personal delivery to the party to whom it is to be given or made, and if delivered in such manner is deemed to have been given or made at the time of delivery, or
 - (b) mailing in Canada with postage prepaid addressed, to that party at its address first set out above, and any such notice, document, 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 case of:
 - (i) payments to Consumer Protection BC for which actual receipt by Consumer Protection BC is required in all instances; and
 - (ii) disruption of postal services in Canada in which case any such notice, document, statement, report, or demand will be deemed given to and received by the addressee when actually delivered by mail to the address of the addressee first set out above.
- 3.02 Either party may, from time to time, by notice to the other advise the other of a change of address of the party giving such notice and from and after the giving of such notice, the address specified in the notice will, for the purposes of this Agreement, be deemed to be the address of the party giving such notice.
- 3.03 This Agreement will be governed by, construed and interpreted in accordance with the laws of the Province of British Columbia.
- 3.04 A reference in this Agreement to a statute means a statute of the Province of British Columbia, unless otherwise stated, and includes every amendment to it, every regulation made under it and any enactment enacted in substitution for or replacement of it.
- 3.05 If any provision of this Agreement or the application of it 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.
- 3.06 The Licensee may not assign this Agreement.
- 3.07 All dollar amounts expressed in this Agreement refer to lawful currency of Canada.
- 3.08 Time is of the essence of this Agreement.
- 3.09 In this Agreement, words in the singular include the plural, and words in the plural include the singular, unless the context otherwise requires.