



BRITISH
COLUMBIA

Ref: 39681

June 24, 2020

Walt Judas
Chief Executive Officer
Tourism Industry Association of British Columbia
Email: wjudas@tiabc.ca

Dear Walt Judas:

Thank you for your letter of May 18, 2020, regarding the liquidity challenges tourism operators are facing as a result of trip cancellations during the pandemic.

Our Government recognizes that many British Columbia-based tour operators, accommodation providers, guide outfitters, and others are dealing with cash-flow shortfalls as they grapple with requests for refunds from consumers unable to complete their trips due to restrictions on travel.

As you are aware, Consumer Protection BC (CPBC) is the authority that provides information to both consumers and businesses to assist in understanding consumer contracts and refunds rights and obligations.

The Business Practices and Consumer Protection Act (BPCPA) establishes a framework for the responsibilities of both consumers and businesses when they enter into certain types of contracts, in order to protect both parties. For these types of contracts, the BPCPA also establishes the rules around consumer contract content, cancellations and refund rights.

While businesses and consumers may mutually agree that a voucher is an acceptable alternative to a refund, consumers cannot be compelled to do so. We encourage businesses to work with their clients on a solution that both parties can agree to.

Businesses offering vouchers need to be aware of the provincial prepaid purchase card regulation which can be found here: www.bclaws.ca/civix/document/id/complete/statreg/292_2008. In most cases, a voucher cannot have an expiry date. Exceptions include when the voucher is issued for a specific good or service (for example, a night's accommodation or a particular experience), when it is for a charitable purpose, or when it is sold for a promotional purpose or at a discount.

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You indicated that CPBC has declared COVID-19 a 'force majeure.' To clarify, force majeure is a term that a supplier will often include in a consumer contract. Whether or not this term applies to contracts interrupted by COVID-19 will depend on how each specific contract defines a force majeure. Businesses need to be aware of whether their contracts include this term and what it means for them.

If you have further questions or require additional information about the BPCPA, please contact Holli Ward, Director of Corporate Initiatives, Corporate Policy and Planning Office, Ministry of Public Safety and Solicitor General. Holli Ward can be reached by email at: Holli.Ward@gov.bc.ca.

As we move towards Phase 3 of our Restart Plan, our Government is continuing to discuss ways we can support a strong recovery of our tourism sector. We understand that the impacts to tourism businesses are going to continue for some time, and that they will need support to come back strongly. We appreciate your ongoing advocacy for the sector and your willingness to work with government on solutions moving forward.

Thank you again for writing.

Sincerely,



Lisa Beare
Minister of Tourism, Arts and Culture



Mike Farnworth
Minister of Public Safety
and Solicitor General

pc: Honourable David Eby, QC
Attorney General