

**GREATER VICTORIA HARBOUR AUTHORITY BILLING POLICY**  
(the “Billing Policy”)

**For more information on this policy, please email [gvha@gvha.ca](mailto:gvha@gvha.ca)**

**In Effect: January 1, 2021**

The Greater Victoria Harbour Authority (the “GVHA”) Billing Policy set out below (the “Billing Policy”) will be the Billing Policy in force and is binding on all GVHA Agreement holders (the “Agreement Holder”) (Licensee, Lessee or otherwise) unless or until amended by the GVHA. The GVHA will communicate any amendments or changes in the Billing Policy to the Agreement holder by email and by posting on the GVHA’s website, and after communication the changed or amended Billing Policy will be in force until further amendment and notice thereof.

**1. GENERAL**

- 1.1. All regular charges (including Fees and individually metered utilities) resulting in payments due to the GVHA are **due on the 1st day of each month of the Agreement**, unless otherwise stated in the Agreement and subject to 1.3. Failure to pay on the 1<sup>st</sup> of the month will result in late fees per section 4 of the Billing Policy. Failure to pay amounts due under the Agreement may be considered a breach of term of the Agreement and may be grounds for the Agreement to be terminated by the GVHA.
  - 1.2. All regular variable charges under the Agreement, including, operating costs, reconciliations and fee reconciliations, shall be payable within thirty (30) days of the charge being applied to the account and an invoice issued.
  - 1.3. Pre Authorized Debit (PAD “**Automatic Payments**”) will be drawn within the first five (5) business days of each month during the term of the Agreement and will include payment for all charges on account as of the date of withdrawal.
  - 1.4. Payment for episodic or periodic charges under or resulting from the Agreement, including for hauling or waste disposal, urgent repairs or other charges are due ten (10) days after the charge being applied to the account and an invoice issued.
  - 1.5. GVHA accepts only cash, money order, cheque and PAD (Pre Authorized Debit) from Canadian financial institutions as payment for regular monthly charges. Credit Cards will be accepted for variable utility charges only. Interac-transfer, PayPal, Bitcoin and any other methods of payment are not accepted.
  - 1.6. Annual property tax payments, if applicable, are payable to the GVHA by cash, cheque or PAD. Property tax amounts are invoiced separately and are governed by Section 5 of this Schedule H.
-

- 1.7. By providing the GVHA with information to withdraw Automatic Payments, the Agreement holder understands that all regular and variable rate charges under 1.1 and 1.2 of the Billing Policy will be charged to the agreed upon payment method on the scheduled basis, until cancelled in writing with at least fourteen (14) days' notice. The Agreement holder authorizes the GVHA to process charges in accordance with the Billing Policy until such time as the Agreement holder cancels the authorization in writing.
- 1.8. It is the sole responsibility of the Agreement holder to provide GVHA with up to date billing and payment information. In the event that an Automatic Payment method expires or becomes inaccessible to GVHA, the Agreement holder must advise GVHA at least fourteen (14) days in advance of such expiry. Failure to provide current Automatic Payment method will result in charges under 4.2 of the Billing Policy.

## **2. RECORDS**

- 2.1. All *regular* charges resulting in payments due to the GVHA under the Agreement **will not be invoiced in advance**. Agreement Holders shall refer to their Agreement for all regular charges owing. An invoice for regular charges will only be provided to the Agreement Holder at the beginning of the Agreement term and when Fee amounts change.
- 2.2. All regular variable rate charges under the Agreement shall be provided to the Agreement holder within ten (10) business days of the charges being applied to the account. If a recipient wishes to dispute the amount of a variable rate charge or invoice, they may do so within thirty (30) days of the receipt of the invoice. Any disputed amounts which are resolved in favour of the Agreement holder in the GVHA's discretion will be issued, without adjustment, in the form of a credit on account if the corresponding invoice has already been paid or funds withdrawn electronically and applied to the invoice.
- 2.3. Automatic payments for all regular charges and all variable rate charges will not receive an itemized receipt.
- 2.4. All persons, companies and entities who have Agreements with GVHA may contact GVHA at any time for additional information about their account, including statement of account, regular charges and variable rate charges.

## **3. CONFIDENTIALITY AND PRIVACY**

- 3.1. The GVHA commits to maintain all customer financial and payment information in a secure facility and use digital encryption security measures on all digital information provided.
- 3.2. The GVHA shall not share the financial details of any Agreement or customer with anyone other than the Agreement holder or their designated agent, at any time, without the prior written consent of the Agreement holder, except as required by law or in the case of any enforcement proceedings related to the non payment of amounts due under any agreement with the GVHA.

#### **4. FEES**

- 4.1. Any payment, regular or periodic, which is more than one (1) business day overdue under the Agreement or the Billing Policy, **shall be subject to a 2% late charge** plus all applicable NSF fees and interest.
- 4.2. Any payment returned to the GVHA by a financial institution or credit provider shall be subject to a \$30.00 NSF fee plus all applicable late charges and interest.
- 4.3. The GVHA reserves the right to charge at actual costs plus a 20% administrative fee for any and all hauling of garbage, debris or unauthorized items, any labour, administration, accounting, provision of records, meetings, sessions and supplies that are not considered to be covered by the Agreement. All reasonable efforts will be made by the GVHA to minimize frequency of charges; and when possible the charges will be discussed with the Agreement Holder in advance.
- 4.4. The GVHA will charge a penalty of \$25.00 per month for every month that insurance, marine surveys and/or any other documents which are required under the Agreement are not provided to GVHA. The Agreement Holder is responsible for providing current documents required by the Agreement.

#### **5 PROPERTY TAX**

- 5.1 Municipal property taxes are invoiced separately to the Agreement Holder by the GVHA on an annual basis.
- 5.2 The Agreement Holder shall be notified by the GVHA in advance of the assessed value of the Agreement Area, the FCU and other structures located within the Agreement Area that are the responsibility of the Agreement Holder as an improvement to the GVHA's property which determination will be conclusive and binding between the Agreement Holder and the GVHA.
- 5.3 The GVHA accepts no responsibility and makes no representations or warranties related to the eligibility of any Agreement Holder for municipal or other grants related to property tax.
- 5.4 The full amount of the property taxes applicable to the Agreement shall be due and payable by the Agreement Holder to the GVHA no less than five (5) business days before the deadline for payment to the municipality.
- 5.5 The Agreement Holder shall not petition, appeal or take any other proceedings against the GVHA for an adjustment in assessed value. The Agreement Holder may petition BC Assessment for an adjustment in the assessed value of the improvements and other structures located within the Agreement Area that are the responsibility of the Agreement Holder, within the dispute guidelines and timeline as required by the assessment authority. The Licensor is not required to participate on behalf of the Agreement Holder in any challenge to the assessed values of the Agreement Area or improvement to the Licensor's property.