

**IN THE MATTER OF  
THE FAIR TRADING ACT**

**THIS UNDERTAKING** is made pursuant to Section 152 of the Fair Trading Act.

**BY:**

**TAMILLA M. DAVIES and 807076 ALBERTA LTD.**  
#430, 10115 100 A Street  
Edmonton, Alberta,

Registered office  
#324, 10909 Jasper Avenue  
in the City of Edmonton, in the Province of Alberta,

(hereinafter called the "Suppliers")

**TO:**

The **DIRECTOR OF FAIR TRADING,**

(hereinafter called the "Director")

**WHEREAS:**

- (A) The Suppliers are not licensed to conduct a prepaid contracting business in Alberta.
- (B) The Suppliers' representatives entered into a prepaid contract with Albertans.
- (C) The Suppliers admit that they did permit a representative to solicit, negotiate or conclude a construction or maintenance contract and to take a deposit from Albertans at a place other than the Suppliers' place of business.
- (D) The Suppliers acknowledge that in the ordinary course of its business, while unlicensed, they permitted \_\_\_\_\_ to enter into a contract with \_\_\_\_\_ residents of Alberta. This contract was concluded on or about July 4, 2000 and a deposit of \$780.00 was taken from the \_\_\_\_\_ before the work was completed.

- (E) The Suppliers acknowledge that in the ordinary course of their business they permitted \_\_\_\_\_ to mislead and deceive \_\_\_\_\_ by claiming that he could match the competitor's estimate because the material was available locally and that work could commence immediately. Once the consumers entered into the contract and paid a deposit of \$780.00, \_\_\_\_\_ advised them that the material was not available locally, that there would be a delay in starting and that the contract would be increased because the material would be shipped from another province. The consumers located the material locally; however, they were charged \$280.00 extra for shipping costs. These are unfair practices pursuant to Section 6(4) (a) & (b) of the Fair Trading Act.
- (F) The Suppliers acknowledge that in the ordinary course of their business, they permitted \_\_\_\_\_ to enter into a contract with \_\_\_\_\_. This contract was concluded on or about May 26, 2000 but it was not a prepaid contract as defined under the Fair Trading Act.
- (G) The Suppliers acknowledge that in the ordinary course of their business they permitted \_\_\_\_\_ to charge a price for goods and services that was materially higher than the estimate given without the express consent from \_\_\_\_\_ before the goods or services were supplied thereby committing an unfair practice pursuant to section 6(2)(e) of the Fair Trading Act.
- (H) The Director asserts that he has reason to believe that the acts or practices of the Suppliers described in recitals (D), (E) and (G) hereof constitute breaches of the Fair Trading Act.

**NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:**

1. The Suppliers acknowledge and admit that they have failed to comply with the licensing provisions of the Fair Trading Act and undertake to the Director that they will not, at any time hereafter, engage in or allow acts or practices similar to those described in recitals (D), (E) and (G).
2. The Suppliers will ensure that in all capacities, either in their names, or in their capacities as employees, directors, shareholders of a corporation or as agents for another, or parents or subsidiaries of another corporation they will not take deposits or progress payments on construction or maintenance contracts in Alberta unless licensed as a prepaid contracting business under the Fair Trading Act.
3. The Suppliers will not permit any representative employed by them to carry on or engage in the taking of deposits or progress payments on construction or maintenance contracts in the Province of Alberta unless they are licensed as a prepaid contracting business under the Fair Trading Act.
4. The Suppliers will, to the best of their ability, ensure that they and all of their officers, partners, employees, representatives and agents are forthwith acquainted with the requirements of the Fair Trading Act especially as it pertains to Section 6.

5. It is understood that the Suppliers have
- i) ceased taking deposits or progress payments on construction or maintenance contracts from Albertans prior to completing the work.
  - ii) instructed their representatives not to take deposits or progress payments on construction or maintenance contracts from Albertans prior to completing the work.
  - iii) Instructed their representatives regarding unfair practices described in recitals (E) and (G).
6. This Undertaking will be binding upon the Suppliers and their successors and assigns for a period of three years from the date of entering into the undertaking unless:
- (a) termination by the Director or varied with the consent of the Suppliers;
  - (b) varied by an Order of the Judge of the Court of Queen's Bench where the Judge is satisfied that the circumstances warrant varying the provisions of the Undertaking; or
  - (c) terminated by an Order of a Judge of the Court of Queen's Bench where the Judge is satisfied that the act or practice that the Suppliers have undertaken to refrain from engaging in was not prohibited or unfair;
- however, in any such case, the termination or variance does not invalidate anything done under this Undertaking prior to termination or variance.
7. The Suppliers acknowledge that they were advised by Alberta Government Services, and are aware that they are entitled to seek independent professional advice regarding the signing of this Undertaking, and the Suppliers acknowledge that they are entering into this Undertaking voluntarily.

IN WITNESS WHEREOF the Suppliers have on the 9 day of April, 2001, signed and caused its common seal to be hereunto affixed and attested by the signature of the proper officer duly authorized in that behalf.

TAMILLA M. DAVIES 

807076 ALBERTA LTD.

PER:   
 Tamilla M. Davies

ACCEPTED by the Director of Fair Trading this 9 day of April, 2001

  
 DIRECTOR OF FAIR TRADING