

IN THE MATTER OF
THE FAIR TRADING ACT

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

BY:

Ryan White
10743 52 Street,
In the City of Edmonton, in the Province of Alberta.

(Hereinafter called the "Supplier")

TO:

The DIRECTOR OF FAIR TRADING,

(Hereinafter called the "Director")

WHEREAS:

- (A) The Supplier formerly employed selling electronics and home entertainment equipment with International Stereo in Edmonton, Alberta.
- (B) On or about November 26, 2000, the Supplier, in the ordinary course of his business, did commit several unfair practices against
- On or about November 26, 2000 did enter into a consumer transaction valued at \$3900 with a consumer who was unemployed with no reasonable probability of being able to pay the full price for the goods.
 - On or about November 26, 2000 did deliver a stereo system valued at \$3900 to a consumer residing at a mental health institution who had little ability to understand the character, nature, language or effect of the consumer transaction.
- (C) The Director asserts that he has reason to believe that the acts or practices of the Supplier described in recital (B) constitute breaches of the Fair Trading Act.
- (D) The Director acknowledges that the Supplier has informed the Department that he understands the issues and circumstances surrounding this Undertaking and will forthwith ensure future compliance with the Section 6 provisions of the Fair Trading Act.

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

1. The Supplier acknowledges and admits that it has failed to comply with the trade practice provisions of the Fair Trading Act undertakes to the Director that this Supplier will not, at any time hereafter, engage in acts or practices similar to those described in recital (B) and Section 6 of the Fair Trading Act.

2. The Supplier will, to the best of its ability, ensure that he is forthwith acquainted with the requirements of the Fair Trading Act especially as it pertains to Part 2 – Unfair and Negative Option Practices.
3. The Supplier will pay to "Alberta Government Services in trust", the sum of \$635; an amount that represents a portion of the costs associated with investigating this matter. Such payment is to be made within 10 days from the date of this Undertaking.
4. This Undertaking will be binding upon the Supplier unless:
 - a. terminated by the Director or varied with the consent of the Supplier;
 - 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
 - c. terminated by an Order of a Judge of the Court of Undertaking; or Queen's Bench where the Judge is satisfied that the act or practice that the Supplier has undertaken to refrain from engaging in was not unfair;However, in any such case, the termination or variance does not invalidate anything done under this Undertaking prior to termination or variance.
5. The Supplier acknowledges that the Director may, upon breach by the Supplier of any term of the Undertaking, institute such proceedings and take such action under the Fair Trading Act, as he may consider necessary.

IN WITNESS WHEREOF the Supplier, has on the day of, 2001 caused its common seal to be hereunto affixed and attested by the signatures of its proper officers duly authorized in that behalf.

Mr. Ryan WHITE

PER. _____

Ryan White

19th October

ACCEPTED by the Director of Fair-Trading this day of, 2001.

DIRECTOR OF FAIR TRADING