

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

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

**BY:**

**Mr. Samuel Bogale operating as  
UNIVERSAL PROPERTY SOLUTIONS INC.  
d/b/a as UNIVERSAL INTERIORS and also known as Crowchild  
Upholstery, Drapery & Flooring**

(hereinafter called the "Supplier")

**TO:**

**The DIRECTOR OF FAIR TRADING,**

(hereinafter called the "Director")

**WHEREAS:**

- (A) The Supplier is a licensed to operate a pre-paid contracting business in the Province of Alberta.
- (B) The Supplier employs sales representatives that sell their products and services in the City of Calgary and Province of Alberta.
- (C) The Supplier acknowledges that it has been advised that unfair trade practices are not permitted under the Fair Trading Act of Alberta.
- (D) The Supplier admits that on July 7<sup>th</sup>, 2005 he entered into a direct sales contract with \_\_\_\_\_ of Calgary. The contract utilized by the Supplier did not comply with Section 35 of the Fair Trading Act in that it did not include a statement of cancellation rights that conforms to the requirements set out in the regulations; also the direct sales contract did not include a commencement or completion date.
- (E) The Supplier admits that on November 24<sup>th</sup>, 2005 he entered into a direct sales contract with \_\_\_\_\_ of Calgary. The contract utilized by the supplier did not comply with Section 35 of the Fair Trading Act, in that it did not include a statement of cancellation rights that conforms to the requirements set out in the regulations. The supplier admits as well that because the contract did not comply extended cancellation rights were afforded the consumers. These rights were exercised by the consumers who sought refund. No refund was ever offered and the request was never responded to.
- (F) The Supplier admits that on August 10<sup>th</sup>, 2005 he entered into a direct sales contract with \_\_\_\_\_ of Calgary. The contract utilized by the Supplier did not comply with Section 35 of the Fair Trading Act, in that it did not include a statement of cancellation rights that conforms to the requirements set out in the regulations.
- (G) The Supplier admits that between August 31, 2005 through December 1<sup>st</sup> 2005 he entered into various direct sales contracts with \_\_\_\_\_ of Calgary. These contracts utilized by the Supplier did not comply with Section 35 of the Fair Trading Act, in that they did not include a statement of cancellation rights that conforms to the requirements set out in the regulations.

- (H) The Supplier admits that on August 16th, 2005 he entered into a direct sales contract with \_\_\_\_\_ of Calgary. The contract utilized by the Supplier did not comply with Section 35 of the Fair Trading Act in that it did not include a statement of cancellation rights that conforms to the requirements as set out in the regulations. Further the contract used did not include commencement or completion dates as required by the legislation.
- (I) The Supplier admits that on September 28<sup>th</sup> 2005 he entered into three direct sales contracts with \_\_\_\_\_ of Calgary. The contracts utilized by the Supplier did not comply with Section 35 of the Fair Trading Act in that they did not include a statement of cancellation rights that conforms to the requirements as set out in the regulations. Further the contracts used did not include commencement or completion dates as required by the legislation.
- (J) The Supplier admits that on January 25<sup>th</sup>, 2006 he entered into a direct sales contract with \_\_\_\_\_ of Calgary. The contract utilized by the Supplier did not comply with Section 35 of the Fair Trading Act in that it did not include a statement of cancellation rights that conforms to the requirements as set out in the regulations. Further the consumer in this matter exercised her absolute cancellation rights afforded to her through the legislation. This request for cancellation was not acknowledged or refund issued until the matter was reported to Service Alberta some 13 months after the contract was signed.

**NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:**

1. The Supplier acknowledges and admits that it has breached the Fair Trading by failing to use a contract which complies with the legislation, thereby committing offence(s) pursuant to Section 10 of the Pre-paid Contracting Business Licensing Regulation, contrary to section 162(1) of the Fair Trading Act.
2. The Supplier acknowledges and admits that it has breached the Fair Trading Act by failing to acknowledge and refund all monies paid to the Supplier as a result of a direct sales cancellation by a consumer within the legislated time frame, thereby committing offence(s) relative to Section 31 (2) of the Fair Trading Act.
3. The Supplier will ensure that all contracts utilized will comply with all sections of the Fair Trading Act and the Pre-paid Contracting Business Licensing Regulation.
4. The Supplier will ensure that all cancellation rights afforded to consumers will be acted upon and refunds issued within the legislated time frames as set out by the Fair Trading Act.
5. The Supplier will ensure that all their business practices, such as advertising, marketing, solicitations, and consumer transactions meet with all the provisions of the Fair Trading Act.
6. The Supplier will, to the best of its ability, ensure that its officer(s), employees and representatives are familiar with the contents of this undertaking and are provided with direction regarding the requirements of Alberta's Fair Trading Act and the Pre Paid Contracting Business Licensing Regulation.

7. This Undertaking will be binding upon the Supplier and its successors and assigns unless:

- (a) termination 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 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 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.

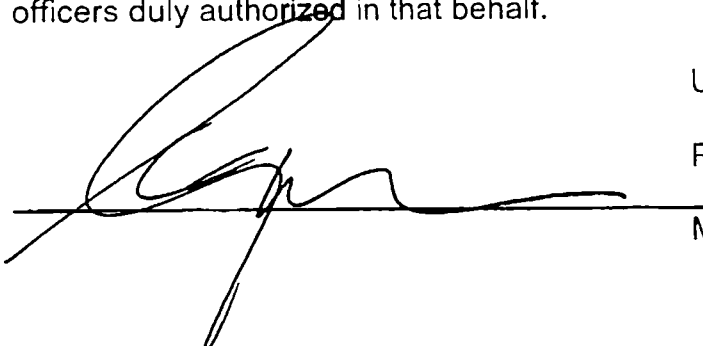
8. The Supplier acknowledges that the Director may, upon breach by the Supplier of any term of the Undertaking, institute such proceedings and take such action under the Fair Trading Act as he may consider necessary.

9. The Supplier acknowledges that it was advised by Service Alberta and is aware that it is entitled to seek independent professional advice regarding the signing of this Undertaking, and the Supplier acknowledges that it is entering into this undertaking voluntarily.

IN WITNESS WHEREOF the Supplier, has on the 7 day of MARCH, 2007, caused its common seal to be hereunto affixed and attested by the signatures of its proper officers duly authorized in that behalf.

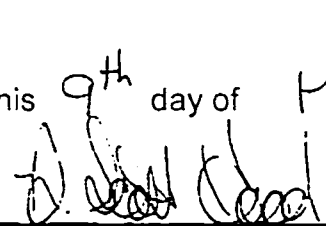
Universal Property Solutions Inc.

PER:



Mr. Samuel Bogale

ACCEPTED by the Director of Fair Trading this 9th day of MARCH, 2007.

  
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 DIRECTOR OF FAIR TRADING (as delegated)