

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

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

BY:

Two-Way Voice Security Inc.
12018 102 Avenue,
Edmonton, Alberta
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 carries on the business of selling, supplying, installing, and monitoring home security systems in and around the City of Edmonton, Alberta.
- (B) Between the period of April 2001 and May 2001, the Supplier, in the ordinary course of its business, through its agent, employees, or representatives did commit several unfair practices against consumers.
- On or about April 17, 2001 did attempt to mislead and deceive Ms. _____ into making a service appointment and subsequently sign a new service contract by falsely and deliberately implying that her security account would now be serviced by the supplier and further stating that her current supplier at the time, Intercept Security Corporation was going out of business.
 - On or about April 18, 2001 did attempt to mislead and deceive Mr. _____ into making a service appointment and subsequently sign a new service contract by falsely and deliberately implying that his current security provider, Intercept Security Corporation was ceasing operations and that the supplier was now servicing his account.
 - On or about April 18, 2001 did attempt to mislead and deceive Mr. _____ into making a service appointment and subsequently sign a new service contract by falsely and deliberately implying that the supplier was now servicing all of Intercept Security Corporation's accounts because the aforementioned was going out of business.
 - During the first week of May, 2001 did attempt to mislead and deceive Mr. _____ into making a service appointment and subsequently sign a new service contract by falsely and deliberately implying that the supplier was now servicing all of Intercept Security Corporation's accounts because the aforementioned was going out of business.
- (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 it has implemented measures to address the concerns subject of this Undertaking and has provided specific instruction to its agents, employees, or representatives to ensure future compliance with the Section 6 provisions of the Fair Trading Act.

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

1. The Supplier acknowledges that during the months of April and May, 2001 Intercept Security Corporation was a solvent and viable corporation fully capable of servicing its security monitoring and service contracts and that representations to the contrary were completely inaccurate and false.
2. The Supplier acknowledges and admits that it has failed to comply with the trade practice provisions of the Fair Trading Act and its predecessor legislation and 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.
3. The Supplier will, to the best of its ability, ensure that all of its officers, partners, employees, representatives and agents are forthwith acquainted with the requirements of the Fair Trading Act especially as it pertains to Part 2 – Unfair and Negative Option Practices.
4. The Supplier will pay to the Director, for deposit with the Provincial Treasurer of Alberta, the sum of \$1,500; 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.
5. This Undertaking will be binding upon the Supplier and its successors and assigns 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 Undertaking;
 - 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.
6. 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 10 day of September, 2001 caused its common seal to be hereunto affixed and attested by the signatures of its proper officers duly authorized in that behalf.

TWO-WAY VOICE SECURITY INC.

PER: 

Heidi Lambert, Director

ACCEPTED by the Director of Fair Trading this 10 day of September, 2001.


 DIRECTOR OF FAIR TRADING