

**ENFORCEABLE UNDERTAKING UNDER  
THE AUSTRALIAN CONSUMER LAW (WA)**

BETWEEN

**FERGUS PATRICK TURNER**

AND

**COMMISSIONER FOR CONSUMER PROTECTION**

**RECITALS**

---

WHEREAS:

- A. FERGUS PATRICK TURNER ("**Mr Turner**") carries on business under the business name "Pronto Online" ("**Pronto Online**") promoting and supplying, in trade or commerce, goods for sale via his website [www.prontoonline.com.au](http://www.prontoonline.com.au).
- B. Pronto Online represents on its website:
- "Fast Dispatch**
- 95% of our orders are dispatched within 3 business days once payment has been approved."
- C. The Commissioner for Consumer Protection ("**Commissioner**") has received complaints about Pronto Online from consumers who have ordered and paid for goods through the website of Pronto Online which were not supplied or delivered.
- D. For the purposes of this Enforceable Undertaking:
- a) 'consumer' has the same meaning as it does under the Australian Consumer Law (WA) ( ACL) and the *Fair Trading Act 2010 (WA)*;

- b) 'supply' means the supply of goods to consumers by Mr Turner, his agent or employee pursuant to orders for goods placed on the website Pronto Online.
- E. This Enforceable Undertaking is accepted by the Commissioner under section 218 of the ACL.
- F. Upon the Commissioner being satisfied of a breach, this Enforceable Undertaking may be enforced by a court upon the Commissioner's application.
- G. This Enforceable Undertaking does not prevent the Commissioner from taking any action in respect of the matters the subject of this Enforceable Undertaking.
- H. This Enforceable Undertaking is not confidential and may be published by the Commissioner.

## **UNDERTAKINGS**

---

**FERGUS PATRICK TURNER**, upon this Enforceable Undertaking being accepted by the Commissioner, **UNDERTAKES**, pursuant to section 218 of the ACL as follows:

### Undertakings as to future business operations

1. Should Mr Turner receive a complaint from a consumer, whether raised orally or in writing, regarding an order placed by the consumer with Pronto Online in respect of goods paid for and not delivered, Mr Turner will respond to the consumer within 48 hours if the complaint was received on a week day, or 72 hours if the complaint was received on a weekend or public holiday.
2. Should Mr Turner receive notification of a complaint from the Commissioner whether made orally or in writing, regarding an order placed by a consumer with Pronto Online in respect of goods paid for and not delivered, Mr Turner will respond to the Commissioner within 48 hours of receiving such notification.
3. In respect of any dispute with a consumer regarding an order placed by the consumer with Pronto Online where it is alleged by the consumer that goods have been paid for and not delivered, Mr Turner shall within 7 days of notification of the complaint by the consumer:
  - 3.1 Notify the Commissioner of the dispute;
  - 3.2 Provide to the consumer a copy of this Enforceable Undertaking; and
  - 3.3 Inform the consumer that the Commissioner has been notified of the dispute.

4. In respect of any circumstance where Mr Turner has carried out steps 3.2 and 3.3 contained in clause 3 above, Mr Turner shall, within seven days, provide the Commissioner with evidence of having carried out those steps.
5. In respect of any complaints received from consumers or notifications of complaints received from the Commissioner, Mr Turner shall, within 14 days of the date of receiving the complaint, either supply the goods to the consumer or issue a full refund to the consumer (including any associated costs such as postage, courier delivery or otherwise).
6. Where a refund is issued to a consumer by Mr Turner pursuant to the provisions of this Enforceable Undertaking, Mr Turner will retain a copy of proof of the transaction and, if requested, provide a copy of the proof of transaction to the Commissioner within seven days.

Undertakings as to Pronto Online Website

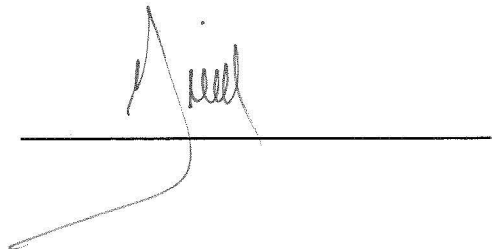
7. Within 14 days of the date of acceptance of this Undertaking, Mr Turner will amend the terms and conditions of the Pronto Online website so that the terms and conditions comply with the consumer guarantee provisions contained in Part 3-2 of the *Australian Consumer Law (WA)*.
8. A copy of this Enforceable Undertaking will be displayed on the Pronto Online website and any social media websites linked to it.

Signed:

FERGUS PATRICK )  
TURNER )



ANNE MARIE DRISCOLL )  
COMMISSIONER FOR )  
CONSUMER PROTECTION )



DATE UNDERTAKING ACCEPTED )

13/12/13.