

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

BETWEEN

**MATTHEW JARVIS**

AND

**COMMISSIONER FOR CONSUMER PROTECTION**

**RECITALS**

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WHEREAS:

- A. **MATTHEW JARVIS** (“Jarvis”) carries on business under the business name “Outdoor Innovators” providing patio, shed, carport, fencing and timber decking installation services to consumers in Western Australia;
- B. This Enforceable Undertaking is accepted by the Commissioner for Consumer Protection (“**Commissioner**”) under section 218 of the *Australian Consumer Law (WA)* and is enforceable under that section by a court upon the Commissioner’s application;
- C. For the purposes of this Enforceable Undertaking:
  - a) ‘consumer’ has the same meaning as it does under the *Australian Consumer Law (WA)* and the *Fair Trading Act 2010 (WA)*;
  - b) ‘services’ include (but are not limited to) the supply and installation of patio, shed, carport, fencing, timber decking and other similar or related products or services and includes actions taken to obtain required approvals from authorities in relation to those services;

- c) 'installation' includes the provision of labour, advice, skill and materials and includes all preparatory and other works necessary for the supply of the services.
- D. References to services and installations provided by Jarvis include (but are not limited to) services and installations offered and provided in his capacity as an employee, employer, agent, contractor, subcontractor or any other capacity.
- E. This Enforceable Undertaking does not prevent the Commissioner from taking any action in respect of the matters the subject of this Enforceable Undertaking;
- F. The rights of consumers are not affected by this Enforceable Undertaking;
- G. This Enforceable Undertaking is not confidential and may be published by the Commissioner.

## UNDERTAKINGS

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**MATTHEW JARVIS**, upon this Enforceable Undertaking being accepted by the Commissioner, **UNDERTAKE**, pursuant to section 218 of the *Australian Consumer Law (WA)*, that:

### Supply under existing consumer contracts

1. Jarvis shall refund to the Western Australian consumers listed in Column A of Annexure 1 the sums listed in Column B of Annexure 1 on or before **13 May 2013**.

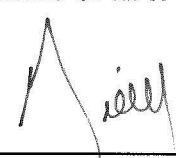
### Future services to consumers

2. Jarvis will not supply, or agree to supply, any services to a consumer without first providing to the consumer a written quotation setting out the total cost of the services, including:
  - 2.1. the cost of materials;
  - 2.2. the cost of labour;
  - 2.3. the cost of obtaining required approvals from local government and other authorities; and

- 2.4. any other costs, including fees, charges and taxes, which will form part of the price paid by the consumer for the services .
3. Jarvis will not provide any services to a consumer, or accept any payment from a consumer in respect of the supply or agreement to supply services, unless Jarvis has first entered into a written agreement with the consumer setting out:
  - 3.1. the cost of the services in accordance with clause 2;
  - 3.2. the amount of any payment that the consumer must make prior to the supply of the services;
  - 3.3. the date upon which the services will commence;
  - 3.4. the time within which the services are to be carried out;
  - 3.5. the date upon which the services will be completed;
  - 3.6. Jarvis' contact details including his current business address and a telephone number that will be answered during normal business hours.
4. Jarvis will not accept any payment in respect of the supply of, or agreement to supply, services prior to the completion of the services unless:
  - 4.1. the amount is not excess of 10% of the total cost of the services ; and
  - 4.2. Jarvis has complied with clause 3.
5. Where Jarvis receives any payment from a consumer in respect of the supply, or agreement to supply services, Jarvis will provide to the consumer, and retain a copy of, a receipt for that payment.
6. Jarvis will, in the event of any dispute arising in connection with the supply, or agreement to supply services, whether raised orally or in writing within fourteen (14) days:
  - 6.1. notify the Commissioner of the dispute;
  - 6.2. inform the consumer that the Commissioner has been notified of the dispute; and
  - 6.3. provide to the consumer a copy of this Enforceable Undertaking.
7. Jarvis will commence and complete the services within the time agreed in writing in accordance with clause 3, but if those services cannot be completed within the time agreed in writing Jarvis will:

- 7.1. within 24 hours of becoming aware of the any circumstances that will prevent Jarvis from being able to commence or complete the services within the time agreed in writing, inform the consumer:
  - a) that he will not be able to commence and/or complete the services within the time agreed in writing; and
  - b) of the date on which or the time within which, not being more than 14 days after the time agreed in writing, the services will be completed;
- 7.2. if the services are not supplied within 14 days of the time agreed in writing, Jarvis will, within 48 hours of the expiry of that time, refund in full to the consumer all payments already received from the consumer; and
- 7.3. will treat the fact of non-supply as a 'dispute' and Jarvis will take the steps referred to at clause 6 of this Enforceable Undertaking;
- 8. Jarvis shall take all steps and do all things necessary to comply with these undertakings.

Signed for and on behalf of:

<p>A. <b>MATTHEW JARVIS</b> ) in his own right</p>	<div style="background-color: black; width: 150px; height: 30px; margin: 0 auto;"></div> <hr style="border: 0; border-top: 1px solid black; margin: 5px auto;"/> <p><b>Signature of MATTHEW JARVIS</b></p>
<p>B. <b>ANNE MARIE DRISCOLL</b> )</p>	 <hr style="border: 0; border-top: 1px solid black; margin: 5px auto;"/> <p><b>COMMISSIONER FOR CONSUMER PROTECTION</b></p>
<p><b>DATE UNDERTAKING ACCEPTED</b> )</p>	<p><i>8th May 2013</i></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px auto;"/>

**ANNEXURE 1**

**Column A**



**Column B**

\$700

\$570

\$650

\$2,000