

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

BETWEEN

**PANVALLEY ENTERPRISES PTY LTD (ACN 083 646 351)**

AND

**LINDA BERNADETTE COLE**

AND

**GREGORY HAMBLIN COLE**

AND

**COMMISSIONER FOR CONSUMER PROTECTION**

**RECITALS**

---

**WHEREAS:**

- A. **PANVALLEY ENTERPRISES PTY LTD (PANVALLEY)** promotes and supplies, in trade or commerce, *greenteaHAWAII* (**the Product**);
- B. **LINDA BERNADETTE COLE** and **GREGORY HAMBLIN COLE** are both directors of Panvalley.
- C. The Product is promoted on the website [www.gthaustralia.com.au](http://www.gthaustralia.com.au);
- D. The Commissioner for Consumer Protection (**Commissioner**) considers that there is no basis to represent that the Product:

- i. has the antioxidant value of up to 45 cups of normal green tea per serving;
  - ii. contains up to 450mg of antioxidant and polyphenols per serving and has more potent antioxidant power than Vitamin C and Vitamin E;
  - iii. is more effective in providing supplements because it is in powdered form;
- E. This Enforceable Undertaking is accepted by the Commissioner under section 218 of the *Australian Consumer Law (WA)*;
- F. If the Commissioner is satisfied that this Enforceable Undertaking has been breached, then the Commissioner may apply to a court for orders under section 218 of the *Australian Consumer Law (WA)*.
- G. For the purposes of this Enforceable Undertaking:
  - i. 'promotional material' means any publication or any medium that promotes, or is intended to promote the supply of the Product including, but not limited to, advertisements, internet websites, internet blogs and infomercials.
  - ii. 'consumer' has the same meaning as it does under the *Australian Consumer Law (WA)* and the *Fair Trading Act 2010 (WA)*;
  - iii. 'supply' means the supply of goods in the form of packaged green tea and may mean the supply of goods in their own right or by their agent and/or employee;
- H. This Enforceable Undertaking does not prevent the Commissioner from taking any action in respect of the matters the subject of this Enforceable Undertaking.
- I. This Enforceable Undertaking is not confidential and may be published by the Commissioner.

## UNDERTAKINGS

---

PANVALLEY ENTERPRISES PTY LTD (PANVALLEY), LINDA BERNADETTE COLE and GREGORY HAMBLIN COLE, upon this Enforceable Undertaking being accepted by the Commissioner, UNDERTAKE, pursuant to section 218 of the *Australian Consumer Law (WA)*, that:

### ***Removal of representations***

1. Panvalley will remove from its website [www.gthaustralia.com.au](http://www.gthaustralia.com.au) (**Website**) and any packaging or promotional material for the Product, the following claims (**Claims**):
  - a. *greenteaHawaii contains 450mg of antioxidants;*
  - b. *greenteaHawaii contains the antioxidant value of up to 45 cups of normal green tea;*
  - c. *each sachet has only 10 calories and caffeine equal to half a can of diet coke;*
  - d. *this product is unique with a supercharge of antioxidants to fight the free radicals;*
  - e. *powdered drinks are the most effective delivery system to reap all of the health benefits from antioxidants, vitamins and minerals; and*
  - f. *powdered drinks allow you to reap 100% of the supplement you decide to take.*
2. Panvalley will not publish, on any medium whatsoever, the Claims or any other statement that conveys the same meaning as the Claims.

### ***Refunds***

3. Where Panvalley has supplied the Product to any consumer in Western Australia during the period from 1 January 2012 to the date of acceptance of this undertaking, such consumer may request a refund of the amount paid for the Product where such consumer represents to Panvalley's reasonable satisfaction that the consumer has been misled by the advertisements or promotional material published in relation to the Product.
4. In the case of any dispute between Panvalley and a consumer as to whether the consumer has been misled, Panvalley must refer the dispute to the Commissioner whose decision shall be final.

5. Subject to clauses 3 and 4, Panvalley must, within 14 days, refund to the consumer the amount paid by the customer for the Product, including any postage, handling and delivery costs paid by the consumer for or in relation to the Product.
6. Linda Bernadette Cole and Gregory Hamblin Cole will do all things necessary to cause Panvalley to comply with these undertakings.

Signed for and on behalf of:

**PANVALLEY ENTERPRISES PTY LTD (ACN 083 646 351)**

In accordance with section 127 of the *Corporations Act 2001 (Cth)*

A. **LINDA BERNADETTE COLE** )  
DIRECTOR )



---

B. **GREGORY HAMBLIN COLE** )  
DIRECTOR )



---

AND

C. **LINDA BERNADETTE COLE** )  
in her own right )



---

AND

D. **GREGORY HAMBLIN COLE** )  
in his own right )



---

AND

E. **ANNE MARIE DRISCOLL** )  
COMMISSIONER FOR )  
CONSUMER PROTECTION )



---

DATE UNDERTAKING ACCEPTED )

25th July 2014