

A

australian consumer law 

WESTERN AUSTRALIA

ENFORCEABLE UNDERTAKING UNDER
THE AUSTRALIAN CONSUMER LAW (WA)

BETWEEN

ROWAN AMANDA LINES
PRESTO PROPERTY SOLUTIONS PTY LTD (ACN 147 221 565)

AND

COMMISSIONER FOR CONSUMER PROTECTION

-
1. Since at least 15 July 2010 Rowan Amanda Lines, and from 5 November 2010 Ms Lines' company, Presto Property Solutions Pty Ltd (Presto) promoted Rent to Buy arrangements in which Ms Lines and Presto, by placing advertisements in the Quokka newspaper and on the website www.gumtree.com.au, publicised an interest in buying and selling residential property using phrases including: 'I buy problem properties'; 'I buy houses fast'; 'No banks'; 'Why rent when you can own';
 2. Ms Lines and Presto acknowledge that in placing such advertisements they represented that:
 - a. Ms Lines or Presto purchased properties from consumers;
 - b. Ms Lines or Presto was the registered proprietor of the advertised property;
 - c. a purchaser could purchase the advertised property without bank finance;
 3. Ms Lines and Presto acknowledge that:
 - a. Ms Lines or Presto did not purchase properties and merely entered into an option agreement to buy the property in the future and ultimately expected title to the property to be transferred to a third party;
 - b. Ms Lines or Presto was not the registered proprietor of the advertised property;
 - c. a purchaser may in fact require bank finance to complete the purchase;
 - d. in dealing with members of the public they ought to have explained this.
 4. Ms Lines hereby undertakes and agrees that for a period of 2 years she will not represent, in trade or commerce:
 - a. to potential vendors of properties that she, or any business she operates, buys, or operates a business that buys, houses unless she, or that business, carries on

- a business that involves Ms Lines or her business acquiring the freehold title to houses;
- b. to potential purchasers of properties that:
- i. she is the owner, either solely or jointly, of a property, unless she is the owner, either solely or jointly, of the freehold title of that property;
 - ii. they can buy the property without obtaining a bank loan unless there are reasonable grounds, such as the financial circumstances of any such potential purchaser, for making that representation.
5. Presto hereby undertakes and agrees that for a period of 2 years it will not represent, in trade or commerce:
- a. to potential vendors of properties that it, or the business it operates, buys, or operates a business that buys, houses unless it, or that business, carries on a business that involves its business acquiring the freehold title to houses;
 - b. to potential purchasers of properties that:
 - i. it is the owner, whether solely or jointly, of a property, unless it is the owner, either solely or jointly, of the freehold title of that property;
 - ii. they can buy the property without obtaining a bank loan unless there are reasonable grounds, such as the financial circumstances of any such potential purchaser, for making that representation.
6. Ms Lines and Presto acknowledge that this enforceable undertaking is enforceable by a court by application by the Commissioner of Consumer Protection of WA under section 218 of the *Australian Consumer Law (WA)*.
7. All parties acknowledge that the rights of consumers are not and cannot be affected, by this enforceable undertaking.
8. This enforceable undertaking will not be treated as confidential by the Commissioner.

SIGNED



ROWAN AMANDA LINES

AND

PRESTO PROPERTY SOLUTIONS PTY LTD (ACN 147 221 565)

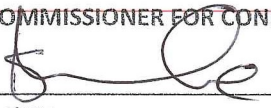
In accordance with section 127 of the *Corporations Act 2001 (Cth)*



ROWAN AMANDA LINES AS SOLE DIRECTOR AND SECRETARY

AND

GARY DAVID NEWCOMBE
A/COMMISSIONER FOR CONSUMER PROTECTION


Signature

16/9/15
Date of Acceptance