

**HALDANE : UNDERTAKING  
PURSUANT TO SECTION 152 OF THE *FAIR TRADING ACT*  
( July 08, 2002 ) :**

**IN THE MATTER OF THE *FAIR TRADING ACT* (the "*Act*")**

This Undertaking is made pursuant to section 152 of the *Fair Trading Act*,

**By:** Michael Oliver Sanderson (the "Employee") of Richmond, British Columbia

**To:** The Director of Fair Trading (the "Director")

**WHEREAS:**

- (A) 853797 Alberta Ltd. o/a Bernard Haldane Associates (the "Supplier") carries on the business of career development services in Calgary, Alberta, and the Employee is a sales representative for the Supplier.
- (B) Between May 10, 2001 and August 31, 2001, the Employee, on behalf of the Supplier, negotiated contracts with (the "Consumers"), for career development services to be provided by the Supplier to the Consumers ("the Contracts"). The Consumers executed the Contracts with the Supplier through the Employee. The Consumers allege that, notwithstanding written terms in the Contracts, the Contracts that constitute "the sole and only Agreement of the parties hereto," they were promised employment, interviews, a certain salary level and a certain level and type of employment. The Consumers felt misled when they were later told that the Supplier did not provide those things. The Employee denies these allegations.
- (C) The Director is of the opinion that the Employee has contravened the *Act* as a result of the belief of the consumers referred to in paragraph (B), above.
- (D) The Director is of the opinion that the Employee has ceased the contravention of the *Act* as alleged in paragraph (B), above.

**THE EMPLOYEE, AFTER NEGOTIATIONS WITH THE DIRECTOR, HEREBY UNDERTAKES, PURSUANT TO S. 152(1) OF THE *ACT*, TO:**

1. Change any practice relating to statements, written or verbal, that lead to the misunderstanding between the Employee and the Consumers as alleged in paragraph (B), above.
2. Become acquainted with and abide by the requirements of the *Act*, especially Part 2, Division 1- "Unfair Practices".


3. Follow the Supplier's written policy regarding full disclosure of the terms and conditions of the Supplier's contract of services to consumers, including ensuring that the consumer acknowledges in writing that the consumer has read the Supplier's entire contract and that there are no other warranties or representations outside those contained in the Supplier's contract.
4. Refund to \_\_\_\_\_ the amount of \$ 2021.00 , being the amount of the consideration paid by \_\_\_\_\_ to the Supplier to enter into the Supplier's contract.
5. Refund to \_\_\_\_\_ he amount of \$ 3659.40, being the amount of the consideration paid by \_\_\_\_\_ to the Supplier to enter into the Supplier's contract.
6. Refund to \_\_\_\_\_ he amount of \$ 4140.90, being the amount of the consideration paid by \_\_\_\_\_ to the Supplier to enter into the Supplier's contract.
7. The refunds referred to in paragraphs 4, 5 and 6, above, may be paid in a lump sum to the Director of the Act, in trust, for distribution to the consumers referred to in those paragraphs and such refunds shall be paid no later than ten (10) business days from the date of this Undertaking.

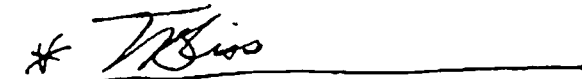
**IT IS ACKNOWLEDGED THAT THIS UNDERTAKING IS NOT AN ADMISSION BY THE EMPLOYEE, MICHAEL SANDERSON, THAT HE CONTRAVENED THE ACT AS ALLEGED IN PARAGRAPH (B), ABOVE. IT IS FURTHER ACKNOWLEDGED THAT THE EMPLOYEE MAY APPLY TO THE DIRECTOR TO VARY OR CANCEL THE UNDERTAKING, PURSUANT TO S.153(1) OF THE ACT OR APPLY TO THE COURT OF QUEENS' BENCH OF ALBERTA FOR AN ORDER TO VARY OR CANCEL THE UNDERTAKING, PURSUANT TO S.154(1) OF THE ACT.**

IN WITNESS WHEREOF the Employee has entered this Undertaking on the \_\_\_\_\_ day of July, 2002

  
 Michael Oliver Sanderson

ACCEPTED by the Director of Fair Trading this 16 day of July, 2002.

  
 Rob Phillips  
 Director of Fair Trading – Province of Alberta

\*   
 WITNESS

16 July 2002