

**IN THE MATTER OF
THE FAIR TRADING ACT
OF THE PROVINCE OF ALBERTA**

THIS UNDERTAKING is made pursuant to Section 152 of the Fair Trading Act.

BY:

Club All Seasons Inc.
926 - 5 Avenue S W, Suite 150
Calgary Alberta
Registered Office, 736 - 6 Avenue SW, Suite 501
in the City of Calgary, in the Province of Alberta

(hereinafter called the "Supplier")

TO:

The **DIRECTOR OF FAIR TRADING**

(hereinafter called the "Director")

WHEREAS:

- A) Club All Seasons is a Supplier as defined by the Interpretation Section of the Fair Trading Act.
- B) The Supplier's business involves the entering into of "Time Share Contracts" as defined by the Interpretation Section of the Fair Trading Act.
- C) The Supplier acknowledges, that in the ordinary course of business, at Calgary, Alberta, it entered into time share sales contracts with the following consumers:
- September 2, 1999
 - September 18, 1999
 - October 15, 1999
- D) The Supplier acknowledges, that in the ordinary course of its business, it permitted a Sales Manager employed by the Supplier, to advise consumers , that they could not cancel the contract on September 2, 1999, in accordance with the Fair Trading Act.
- E) The Supplier acknowledges, that in the ordinary course of its business, it permitted a Salesperson employed by the Supplier, to advise consumers : that their vacation resort would be in either Hawaii or Mexico, when in fact the contract stated Magog, in the province of Quebec.

- F) The Supplier acknowledges, that in the ordinary course of its business, it permitted _____, a Sales Manager employed by the Supplier, and _____ an Administrator also employed by the Supplier, to advise consumers _____, that they could not cancel the contract on September 21, 1999, in accordance with the Fair Trading Act.
- G) The Supplier acknowledges, that in the ordinary course of its business, it permitted _____, a Credit Manager employed by the Supplier, to advise consumers _____ on September 28, 1999, that they were to pay the balance of their time share contract after telling them they had not cancelled the contract, in accordance with the Fair Trading Act.
- H) The Supplier acknowledges, that in the ordinary course of its business, it permitted _____, a Credit Manager, employed by the Supplier, to advise consumers _____ on September 29, 1999, that the Supplier was under no obligation to inform new members how to cancel their contract, in accordance with the Fair Trading Act.
- I) The Supplier acknowledges, that in the ordinary course of its business, it permitted _____, a Sales Manager employed by the Supplier, to utilize high-pressure sales tactics, when dealing with _____, which the Supplier explains as "what is considered to be high pressure sales tactics is actually making a decision of either yes or no after the sales presentation."
- J) The Supplier acknowledges, that in the ordinary course of its business, it permitted _____, an Administrator employed by the Supplier, to advise consumers _____, that her signing "receipt" of their letter to the Supplier on October 19, 1999, indicating the _____ were cancelling the contract, was not acceptance by the Supplier that the contract was cancelled, in accordance with the Fair Trading Act.
- K) The Supplier acknowledges, that in the ordinary course of its business, their sales contracts were without the cancellation and refund provisions, required in the Time Share Contracts Regulation of the Fair Trading Act of Alberta Regulation 199/99.
- L) The Director asserts that he has reason to believe that the acts or practices of the Supplier described in recitals D) E) F) G) H) I) J) and K) hereof constitute breaches of the Fair Trading Act.

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

1. The Supplier acknowledges and admits that it has failed to comply with provisions of the Fair Trading Act and undertakes to the Director that this Supplier will not, at any time hereafter, engage in acts or practices similar to these described in recitals D) E) F) G) H) I) J) and K).

2. The Supplier will not permit any salesperson, employee, representative or agent of the person, to threaten to use legal recourse to have consumers comply to the conditions of the Supplier's contract prior to the expiration of the consumer's right to cancel, in accordance with the Fair Trading Act.
3. The Supplier will, to the best of its ability, ensure that all of its officers, partners, employees, representatives and agents, are forthwith acquainted with the requirements of the Fair Trading Act, especially as it pertains to part 2, Division 1, Unfair Trade Practices Act, and part 3, Division 2, Time Share Contracts and the Time Share Contracts Regulation.
4. The Supplier will ensure those consumers who wished to cancel their contracts with the Supplier since September 1, 1999, have their contracts cancelled, and deposits refunded in accordance with the Fair Trading Act.
5. The Supplier will ensure that all of the Supplier's time share contracts comply, verbatim, with the Fair Trading Act and the Time Share Contracts Regulation.
6. It is understood that the Supplier has:
 - i) taken steps to ensure the Supplier's time share contracts comply with the Fair Trading Act and the Time Share Contracts Regulation
 - ii) taken steps to ensure the Supplier's salespersons, employees, representatives or agents, do not threaten to use legal recourse to have consumers comply to the conditions of the Supplier's contracts
 - iii) taken steps to ensure the Supplier or its officers, partners, employees, representatives and agents, will not, at any time hereafter, engage in acts or practices similar to those described in recitals D) E) F) G) H) I) J) and K)
 - iv) taken steps to ensure the Supplier has refunded any monies received by the Supplier from consumers since September 1, 1999, who have cancelled their time share contracts with the Supplier
7. The Supplier understands that this Undertaking becomes part of the Public Record, maintained pursuant to the Fair Trading Act.
8. This Undertaking will be binding upon the Supplier and its successors and assigns unless:
 - termination by the Director or varied with the consent of the Supplier;
 - varied by an Order of the Judge of the Court of Queen's Bench where the Judge is satisfied that the circumstances warrant varying the provisions of the Undertaking; or
 - terminated by an Order of a Judge of the Court of Queen's Bench where the Judge is satisfied that the act or practice that the Supplier has undertaken to refrain from engaging in was not unfair;however, in any such case, the termination or variance does not invalidate anything done under this Undertaking prior to termination or variance.

