

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

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

BY:

Mohammed Siddique operating as Joint Water Proofing and Roofing
6021 – 5 Ave SE
Calgary, Alberta
T2A 5N5

(Hereinafter called the "Supplier")

TO:

The DIRECTOR OF FAIR TRADING,

(Hereinafter called the "Director")

WHEREAS:

- (A) The Supplier is not licensed to operate a prepaid contracting business in Alberta as required by the *Fair Trading Act*.
- (B) The Supplier was previously informed of the pre-paid contracting business licensing requirements on February 15, 2004, January 19, 2006 and on October 30, 2006 all while operating under the unregistered trade name of Joint Water Proofing and Roofing.
- (C) The Supplier acknowledges that in the ordinary course of business, while unlicensed, he did enter into a prepaid contract with _____ a resident of Alberta. The contract was concluded on or about the 25 day of April 2007 without complying with the contract requirements of the *Fair Trading Act*.
- (D) The Supplier acknowledges that he failed to issue a refund to _____ within 15 days of his having cancelled the contract.
- (E) The Director asserts that he has reason to believe that the acts and practices of the Supplier described in recitals (C) and (D) hereof constitute breaches of the *Fair Trading Act*.

NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:

1. The Supplier acknowledges and admits that he has failed to comply with licensing and contract provisions of the *Fair Trading Act* and undertakes to the Director that this Supplier will not, at any time hereafter, engage in or allow acts or practices similar to those in recitals (C) and (D), contrary to sections 31(2) and 104(1) of the *Fair Trading Act* and section 10 of the *Prepaid Contracting Business Licensing Regulation* of the *Fair Trading Act*.
2. The Supplier will ensure that in all capacities, either in his name, a trade name, corporation, or a partnership, or in his capacities as an employee, declarants of trade names, directors, shareholders of a corporation or as agents for another, or parents or subsidiaries of another corporation, they will not take deposits or progress payments on construction, renovation, or maintenance contracts in Alberta unless licensed as a prepaid contracting business under the *Fair Trading Act*.

3. The Supplier will not permit any representative, employee, agent, or partner to carry on or engage in the taking deposits or progress payments on construction, renovation, or maintenance contracts in Alberta unless licensed as a prepaid contracting business under the *Fair Trading Act*.
4. The Supplier will, to the best of his 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 licensing and the prepaid contracting requirements described in the *Fair Trading Act* section 35 and the *Prepaid Contracting Business Licensing Regulation* section 10(2).
5. It is understood that the Supplier has:
 - i) ceased taking deposits or progress payments on construction, renovation, or maintenance contracts from Albertans prior to completing the work;
 - ii) commenced action to apply and obtain a subsisting prepaid contracting business licence;
 - iii) instructed his representatives, employees, agents, or partners not to take deposits or progress payments to carry on or engage in the taking deposits on construction, renovation, or maintenance contracts from Albertans prior to completing work;
 - iv) acquainted himself and any of his representatives, employees, or partners regarding the prepaid contracting business licensing requirements and unfair practices outlined in the *Fair Trading Act*.
6. This Undertaking will be binding upon the Supplier and its successors and assigns unless;
 - a) terminated by the Director or varied with the consent of the Supplier;
 - b) varied by an Order of the Judge of Court of Queen's Bench where the Judge is satisfied that the circumstances warrant varying the provisions of the Undertaking; or
 - c) terminated by an Order of a Judge of 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.
7. The Supplier has made full and complete restitution in an amount acceptable to the consumer involved and at the order of the Director.
8. The Supplier acknowledges that he was advised by Service Alberta, and is aware that he is entitled to seek independent professional advice regarding the signing of this Undertaking, and the Supplier acknowledges that he is entering into this Undertaking voluntarily.

IN WITNESS WHEREOF the Supplier has on the 9 day of July, 2007, caused its common seal to be hereunto affixed and attested by the signatures of its proper officers duly authorized in that behalf.

Mohammed Siddique M. Siddique

Joint Water Proofing and Roofing M. Siddique

PER: _____
Mohammed Siddique

ACCEPTED by the Director of Fair Trading this 19 day of July, 2007.



Mr. Scott Hood
DIRECTOR OF FAIR TRADING (as delegated)
Province of Alberta