

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

BETWEEN

MACRO REALTY PTY LTD (ACN 143 381 060)

AND

DESIREE VERONICA MACPHERSON

AND

RENEE JUNE SMITH

AND

COMMISSIONER FOR CONSUMER PROTECTION

RECITALS

WHEREAS:

- A. **MACRO REALTY PTY LTD** carries on business as a real estate agency under the business name Macro Realty providing real estate agent services to consumers in Western Australia (**Macro Realty**).
- B. **DESIREE VERONICA MACPHERSON** (**Macpherson**) and **RENEE JUNE SMITH** (**Smith**) are both directors of Macro Realty.
- C. Between May 2015 and September 2015 Macro Realty advertised on www.macrorealty.com.au and www.realestate.com.au properties for sale in the Newman Estate with a guarantee that each property could be leased for 12 months at a particular rate of rent (**Guarantees**) in circumstances where Macro Realty did not have reasonable grounds for making the Guarantees.

- D. The **COMMISSIONER FOR CONSUMER PROTECTION (Commissioner)** is of the view that the representations in respect of the Guarantees are misleading or deceptive or likely to mislead or deceive consumers, contrary to sections 29(1)(g) and 29(1)(m) of the *Australian Consumer Law (WA)*.
- 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. This Enforceable Undertaking does not prevent the Commissioner from taking any action in respect of the matters the subject of this Enforceable Undertaking.
- H. This Enforceable Undertaking is not confidential and may be published by the Commissioner.

UNDERTAKINGS

MACRO REALTY PTY LTD, DESIREE VERONICA MACPHERSON and RENEE JUNE SMITH, upon this Enforceable Undertaking being accepted by the Commissioner, **UNDERTAKE**, pursuant to section 218 of the *Australian Consumer Law (WA)*, that:

1. Macro Realty will within 7 business days do all things necessary to remove from any medium whatsoever any representation that properties for sale in Western Australia are guaranteed to, or potentially may, be leased at a particular rate of rent or generate a particular rent return.
2. Macro Realty will not make, publish or cause to be published on any medium whatsoever or direct any third party to make, publish or cause to be published, whether expressly or impliedly, any representation that properties for sale in Western Australia are guaranteed to, or potentially may, be leased at a particular rate of rent or generate a particular rent return.

3. Macpherson and Smith will do all things necessary to cause Macro Realty to comply with these undertakings.

Signed for and on behalf of:


MACRO REALTY PTY LTD (ACN 143 381 060)

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

A. **DESIREE VERONICA MACPHERSON**)
DIRECTOR)



B. **RENEE JUNE SMITH**)
DIRECTOR)



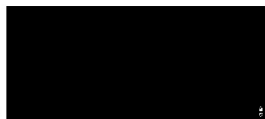
AND

C. **DESIREE VERONICA MACPHERSON**)
in her own right)



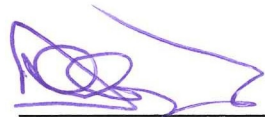
AND

D. **RENEE JUNE SMITH**)
in her own right)



AND

E. **GARY DAVID NEWCOMBE**)
A/COMMISSIONER FOR)
CONSUMER PROTECTION)



DATE UNDERTAKING ACCEPTED)

15th
~~11~~th December 2015
