

WESTERN AUSTRALIA

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

BETWEEN

TRACEY GORDON

AND

COMMISSIONER FOR CONSUMER PROTECTION

RECITALS

WHEREAS:

- A. **TRACEY GORDON** ('**GORDON**') carries on business under the registered business name 'West Australian Tree Services' providing tree lopping services to consumers in Western Australia.
- B. **GORDON** has previously carried on business under the currently registered business name 'Manageable Tree Services', the previously registered business names 'Metropolitan Tree Services', West Australian Palm & Tree Services and the unregistered business name 'West Australian Tree Professionals.'
- C. For the purposes of this Enforceable Undertaking:
 - (i) 'consumer' has the same meaning as it does under the *Fair Trading Act 2010 (WA)*.
 - (ii) 'supply' means the supply of services in **GORDON**'s own right including by her agents or employees.

- (iii) 'tree lopping services' includes the provision of labour, advice and skill in the execution of tree lopping, tree trimming, tree removal, hedge trimming, hedge shaping and mulching.
 - (iv) 'written authorisation' means either by the consumer signing and dating the written quotation supplied in accordance with clause 1 of the undertaking or by an email from the consumer to the email address treeservices2010@hotmail.com setting out the specific scope of work authorised by reference to the written quotation.
- D. This Enforceable Undertaking is accepted under section 218 of the *Australian Consumer Law (WA)* by the Commissioner for Consumer Protection ('COMMISSIONER').
- E. Upon the Commissioner being satisfied of a breach, this Enforceable Undertaking is enforceable by a court upon the Commissioner's application.
- F. This Enforceable Undertaking is not confidential and may be published by the Commissioner.

UNDERTAKING

I, **TRACEY GORDON**, upon this Enforceable Undertaking being accepted by the **COMMISSIONER, UNDERTAKE**, pursuant to section 218 of the *Australian Consumer Law (WA)*, that:

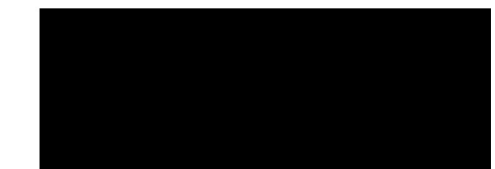
1. I will not supply any tree lopping services to a consumer under any business name without first providing to a consumer an itemised written quotation for the tree lopping services, clearly setting out:
 - 1.1. The address at which the tree lopping services are to be undertaken;
 - 1.2. The full name and contact details of the consumer who requested the quotation;
 - 1.3. A description of each part of the tree lopping services to be undertaken (eg. specifying the type of tree or plant, whether the tree or plant will be trimmed, lopped or removed);
 - 1.4. The amount to be charged for each part of the tree lopping services; and

- 1.5. The total amount to be charged for the whole tree lopping services including any taxes or other charges.
2. I will not supply any tree lopping services to a consumer under any business name without written authorisation from the consumer to commence the work.
3. Within 7 days of acceptance of this undertaking, I will provide written instructions to all of my agents and employees outlining the requirements set out in clauses 1 and 2 of this undertaking.
4. Within 21 days of acceptance of this undertaking, I will provide the following written evidence to the Commissioner:
 - 4.1. a copy the written instructions provided to my agents and employees; and
 - 4.2. the name and telephone contact number of each such agent and employee.
5. At the time of engaging any agent or employee to supply tree lopping services on my behalf, I will provide that agent or employee with written instructions in accordance with clause 3 of this undertaking.

Signed for and on behalf of:

- A. **TRACEY GORDON**)
- B. **ANNE MARIE DRISCOLL**)
COMMISSIONER FOR
CONSUMER PROTECTION

DATE UNDERTAKING ACCEPTED)



[Handwritten signature]

7th day of May, 2014