

IN THE COVENTRY COUNTY COURT

BETWEEN

(1) The Council of the City of Coventry

Claimant

And

(1) Gurdip Virdi (1st Defendant)

(2) Martin Pittaway (2nd Defendant)

(3) David Michael Barber (3rd Defendant)

UNDERTAKING GIVEN TO THE COURT ON 10.08.15

The First Defendant and/or Second Defendant and/or Third Defendant, whether by themselves or by instructing or encouraging any other person, in the course of their current or another business, will refrain from

- (i) Engaging in continuing or repeating the conduct set out at paragraphs 1.1 to 1.10 below
- (ii) Consenting to or conniving in the carrying out of any such conduct by a body corporate with which he has a special relationship within the meaning of section 222(3) of the Enterprise Act 2002.

1.1 Breaches of Section 75 of the Road Traffic Act 1988 by selling unroadworthy motor vehicles.

1.2 Breaches of sections 13 and/or 14 of the Sale of Goods Act 1979 by selling motor vehicles which are not as described and/or not of satisfactory quality and/or not fit for purpose.

- 1.3 Breaches of sections 3 and/or 4 of the Supply of Goods and Services Act 1982 by supplying vehicles by way of exchange which are not as described and/or not of satisfactory quality and/or not fit for purpose.
- 1.4 Failing contrary to section 1202 of The Companies Act 2006 to disclose on business letters, invoices and receipts issued in the course of the business, and written demands for payment of debts arising in the course of the business, the name and service address of the individuals or partnership carrying on business under a business name.
- 1.5 Other acts or omissions made in breach of a contract for the supply of goods to a consumer such as failing to make an agreed refund of money to the consumer.
- 1.6 Unfair commercial practices that contravene the requirements of professional diligence and materially distort or are likely to materially distort the economic behaviour of the average consumer with regard to the product, contrary to regulation 3(3) of the Consumer Protection from Unfair Trading Regulations 2008.
- 1.7 Misleading actions by way of commercial practices which contain false information and are therefore untruthful and cause or are likely to cause the average consumer to take a transactional decision he would not have taken otherwise, contrary to regulation 5 of the Consumer Protection from Unfair Trading Regulations 2008.
- 1.8 Behaviour which significantly impairs or is likely significantly to impair the average consumer's freedom of choice or conduct in relation to the product concerned through the use of harassment, coercion or undue influence which thereby causes or is likely to cause him to take a transactional decision he would not have taken otherwise, amounting to an aggressive commercial practice contrary to regulation 7 of the Consumer Protection from Unfair Trading Regulations 2008.
- 1.9 Misleading omissions by way of commercial practices which omit or hide material information or provide material information in a manner which is unclear, unintelligible, ambiguous or untimely and cause or are likely to cause the average consumer to take a transactional decision he would not have taken otherwise, contrary to regulation 6 of the Consumer Protection from Unfair Trading Regulations 2008.
- 1.10 Failing to comply with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, by

- (a) Failing to give to a consumer before making an off-premises contract, information and documentation in accordance with Regulation 10 and Schedule 2.
- (b) Failing to give to a consumer a copy or confirmation of an off-premises contract in accordance with Regulation 12.
- (c) Failing to give to a consumer before making a distance contract information and documentation in accordance with Regulation 13 and Schedule 2.
- (d) Failing to comply with the requirements of Regulation 14 for distance contracts concluded by electronic means.
- (e) Failing to comply with the requirements of Regulation 15 in respect of telephone calls to conclude a distance contract.
- (f) Failing to comply with the requirements of Regulation 16 in respect of confirmation of distance contracts.
- (g) Failing contrary to Regulation 32, where the consumer exercises the option to cancel the contract via a form or other statement on the trader's website, to communicate to the consumer an acknowledgement of receipt of the cancellation on a durable medium without delay.
- (h) Failing to reimburse the consumer in accordance with Regulation 34 in the event of withdrawal or cancellation by the consumer.
- (i) Failing to collect the goods where required in accordance with Regulation 35, in the event of cancellation by the consumer.
- (j) Failing contrary to Regulation 42 (where not otherwise agreed with the consumer) to deliver goods to the consumer without undue delay and in any event within 30 days after the day on which the contract was entered into.

Each Defendant in the course of his current or another business involving the sale of motor vehicles, whether conducted by himself or by instructing or encouraging any other person or via a body corporate with which he has a special relationship within the meaning of section 222(3) of the Enterprise Act 2002, will for a period of 2 years from the date of this Order publish and maintain on the Home page of each website and on any page of the website where a contact form is located, a prominent notice that he is subject to an Undertaking under section 217(9) of the Enterprise Act 2002, together with an

adjacent working link to a web page which sets out (in text not less than 12 point Helvetica in size) the full terms of the Undertaking. The said notice will appear at the top of the web pages concerned, or if link buttons are at the top of the page, immediately below those buttons, in text not less than 12 point Helvetica in size. The said notice will say "The operator of this business is subject to an Undertaking accepted by Coventry County Court under section 217(9) of the Enterprise Act 2002. Press this link for details."