

**Bridgend County Borough Council**

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**Dunraven Manufacturing Ltd  
T/A Dunraven Windows****Andrew BRACE**

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**FORMAL UNDERTAKING**

Pursuant to section 219 of the Enterprise Act 2002

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We, DUNRAVEN MANUFACTURING LTD T/A Dunraven Windows (the firm) give to Bridgend County Borough Council Trading Standards Service a written undertaking pursuant to Section 219 of the Enterprise Act 2002 (the Act) that we will not continue or repeat the conduct listed in (i) to (xv) below, which Bridgend Trading Standards believes has taken place, and will not engage in such conduct in the course of our business or another business; and

I Andrew BRACE, being the Director of the firm undertake that I will not consent or connive in carrying out such conduct as is listed in (i) to (xv) below by a body corporate of which I am (or purport to act as) a director, manager, secretary or other similar officer; or in which I have a controlling interest in as defined by Section 222(3) and (4) of the Act.

**Staff Training and Codes of Conduct:**

- i) Failing to train staff adequately or at all as to their obligations under the Consumer Protection from Unfair Trading Regulations 2008 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- ii) Failing adequately or at all to implement disciplinary procedures for staff, and to share the records of such procedures with Trading Standards upon request, subject to the provisions of the Data Protection Act 1998.
- iii) Failing to provide all customer-facing staff with a written code of conduct, expressly prohibiting all practices listed at (iv) to (xv) below.

**Consumer Contracts:**

- iv) Knowingly including in a consumer contract any term which is in breach of the Unfair Terms in Consumer Contracts Regulations 1999, or which breaches, without justification, the relevant CMA Guidance to those Regulations.
- v) Failing to include in any consumer contract signed at a customer's home a prominent written statement allowing a 7 day cancellation period, or other such period expressly agreed with the customer.

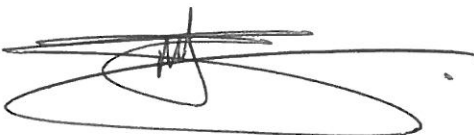
**Customer Care:**

- vi) Displaying a trust mark, quality mark or equivalent without having obtained the necessary authorisation.
- vii) Cold-calling in any area in England and Wales designated as a 'No Cold-Calling', or 'Cold-Calling Control' zone, or at homes where 'No Cold-Callers' signs are displayed.
- viii) Cold-calling any prospective customer by telephone more than twice in any three-month period, beginning with the first unsolicited telephone call (customer requests for a call-back must be documented and recorded).
- ix) Persistently calling any existing customer in a manner which is oppressive, and more than is justified to enforce a contractual obligation.
- x) Failing to leave a property promptly when asked to do so by any member of the household.
- xi) Returning within a three-month period to a property where any member of the household has asked you to leave, without express invitation.
- xii) Representing to a customer that any period greater than 7 days applies for the cancellation of a contract signed at a customer's home, unless such period is an express written term of a contract with the customer.
- xiii) Representing to a customer that the livelihood or employment of any employee, servant or agent of the firm depends on concluding a contract.
- xiv) Harassing, coercing or unduly influencing any customer or prospective customer, within the meaning of the Consumer Protection from Unfair Trading Regulations 2008.
- xv) Otherwise engaging in any practice prohibited by Sch. 1 to the Consumer Protection from Unfair Trading Regulations 2008.

**Publicity:**

We agree to display a copy of this undertaking prominently on the firm's website.

**WE AGREE TO COMPLY WITH THIS UNDERTAKING. IF, HAVING SIGNED THE DOCUMENT WE COMMIT INFRINGEMENTS AS SET OUT ABOVE, THE LOCAL AUTHORITY MAY APPLY TO THE COURT FOR AN ENFORCEMENT ORDER UNDER SECTION 215 OF THE ACT, BREACH OF WHICH MEANS THAT WE MAY BE GUILTY OF CONTEMPT OF COURT, AND MAY BE FINED OR SENT TO PRISON.**

Signed: 

Dated: 9<sup>th</sup> July 2014

Print Name: DUNRAVEN MANUFACTURING LTD

Signed: 

Dated: 9<sup>th</sup> July 2014

Print Name: Andrew BRACE

Address: St David's House, Heol Mostyn, Village Farm Industrial Estate, Pyle, Bridgend CF33 6BJ