

## CONSENT AGREEMENT

**THIS AGREEMENT** is made the 12<sup>th</sup> day of ~~AUGUST~~, Two Thousand and Eleven BETWEEN the **FAIR TRADING COMMISSION**, a Body Corporate with offices at 52 Grenada Crescent, Kingston 5, in the parish of Saint Andrew (hereinafter referred to as "the Commission") of the FIRST PART and the **CAREER DEVELOPMENT INSTITUTE**, located at 6-8 Parkington Plaza, Kingston 10 in the parish of Saint Andrew (hereinafter referred to as "the Respondent") of the SECOND PART.

### **WHEREAS:**

1. It came to the attention of the Staff of the Commission that the Respondent advertised a Diploma course in Business Office Management (hereinafter referred to as "the Diploma course") in collaboration with the Human Employment and Resource Training Trust/National Training Agency (hereinafter referred to as "the HEART Trust/NTA");
2. Participants in the Diploma course were advised by the Respondent that those who successfully completed it would receive three awards, namely: a Diploma in Business Office Management from the Respondent, a National Vocational Qualification of Jamaica (hereinafter referred to as "NVQJ") certificate in Customer Service Level 2 from the HEART Trust/NTA and a Unit Competency certificate in Information Technology from the HEART Trust/NTA.
3. The Informant participated and successfully completed the Diploma course in June, 2008.
4. The Informant received only the Diploma certificate from the Respondent.
5. The Respondent had thereby failed to deliver the NVQJ certificate in Customer Service Level 2 from the HEART Trust/NTA and the Unit

Competency Certificate in Information Technology from the HEART Trust/NTA.

6. The Informant complained to the Commission who investigated the complaint and concluded that the Respondent's conduct constituted a breach of Section 37 of the Fair Competition Act which prohibits businesses from making to the public, representations that are false, misleading or likely to be misleading.
7. The Commission informed the Respondent of the breach.
8. The Respondent recognized that its actions were likely to mislead members of the public and that the offence of Misleading Advertising pursuant to Section 37 of the Act is one of absolute liability. Consequently, the Respondent requested that the Commission exercise its discretion to discontinue the investigation and settle the matter in accordance with the ***Fair Competition (Notices and Procedures) Regulations 2000***.

**IT IS HEREBY AGREED BETWEEN THE PARTIES THAT:**

1. Pursuant to Rules 5 and 9 of the ***Fair Competition (Notices and Procedures) Regulations 2000***, the Respondent will pay the Commission within thirty (30) days of the date hereof the sum of ***One Hundred Thousand Dollars (\$100,000.00)*** by way of costs incurred in the investigation of the complaint.
2. Pursuant to Rules 5 and 8 of the ***Fair Competition (Notices and Procedures) Regulations 2000***, the Respondent will pay the Informant within thirty (30) days of the date hereof the sum of ***Twenty-Five Thousand Dollars (\$25,000.00)*** by way of refund of tuition fees paid by the Informant.
3. Pursuant to Rule 8 of the ***Fair Competition (Notices and Procedures) Regulations 2000***, the Respondent shall within thirty (30) days of the date

hereof issue a Public Apology, to be drafted and approved by the Staff of the Commission, on page 5 (or earlier page if available) of the Daily Observer or the Daily Gleaner (specifically Sunday, Wednesday or Friday edition) for two consecutive weeks. The wording and dimensions of the Apology shall be according to the exact specifications of the Commission as contained in the Schedule and in accordance with the example contained therein. A draft of the Public Apology must be submitted to the Staff of the Commission for vetting and approval before it is sent to the Press for publication.

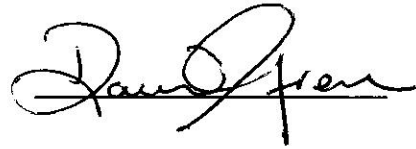
4. The Respondent shall not make any public reference to this Agreement without the prior consent of the Commission.
5. The Commission reserves the right to use the facts of this complaint referred to herein, in its public education programme, without recourse to the Respondent.
6. The parties hereto will waive any and all further procedural steps, all rights to seek judicial review or otherwise to challenge or contest the validity of the Agreement. Should the Respondent fail to implement the terms herein agreed, however, the Commission may thereafter withdraw its acceptance of this Agreement and take such actions as it considers appropriate and so notify the Respondent.
7. The Respondent understands and accepts that formal proceedings will be instituted by the Commission if it fails to abide by this Agreement.

#### **SCHEDULE**

1. The Respondent shall issue a notice in the Daily Observer or the Daily Gleaner (specifically Sunday, Wednesday or Friday edition) for two consecutive weeks. The notice shall be entitled 'Public Apology' with the said title bearing a font size of not less than 28 *Times New Roman*. The font size for the text of the Apology shall not be less than 18 in *Times New Roman*

font-type and the dimensions shall not be less than 18 cm by 15 cm. The name of the Respondent and the 9<sup>th</sup> to 34<sup>th</sup> words in the first paragraph shall be in bold print. The notice shall generally conform with the example which is attached to this Agreement.

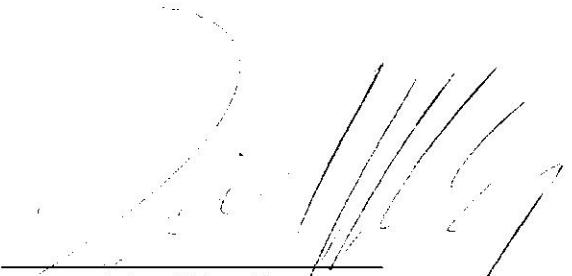

**SIGNED BY:  
CAREER DEVELOPMENT INSTITUTE  
BY**



**IN THE PRESENCE OF:**

  
\_\_\_\_\_  
**WITNESS**

**SIGNED BY:  
THE FAIR TRADING COMMISSION  
BY CHAIRMAN, DR. DERRICK MCKOY**

  
\_\_\_\_\_  
**CHAIRMAN**  
  
\_\_\_\_\_  
**COMMISSIONER**

**AND COMMISSIONER**

**IN THE PRESENCE OF:**

  
\_\_\_\_\_  
**WITNESS**

## **PUBLIC APOLOGY**

Pursuant to discussions with the Fair Trading Commission, **Career Development Institute apologizes to members of the public, and in particular students of the Career Development Institute for the period September 2007 to October 2008** when it promised to provide National Vocational Qualification of Jamaica (NVQJ) certification from the Human Employment and Resource Training Trust/National Training Agency (HEART Trust/NTA) and failed to provide said certification. Career Development Institute has made and will continue to make attempts to overcome all the obstacles to getting the outstanding certification for the students. These attempts have so far resulted in some students receiving copies of their unit competencies. Career Development Institute regrets the unreasonable delay for those who have not yet received theirs and remains resolute in its pursuit of the successful rectification of each and every situation involving any student who has satisfied the prerequisites for the academic programme and has not yet received his or her certification.