

## CONSENT AGREEMENT

**THIS AGREEMENT** is made the *21* day of *February*, Two Thousand and Fourteen 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 **SINGER JAMAICA LIMITED**, a limited liability company duly registered under the Companies Act of Jamaica and having its registered office at 36 Trafalgar Road, Kingston 5 in the parish in the parish of Saint Andrew (hereinafter referred to as "the Respondent") of the SECOND PART.

### **WHEREAS:**

1. By electronic mail dated September 29, 2013 Ms. Michelle Reid *nee* Townsend (hereinafter "the Informant") complained to the Commission regarding her purchase of a Sealy Perfect Comfort Mattress from the Respondent's Santa Cruz Branch on August 30, 2013.
2. The Informant complained that she had been advised in July 2013 by one of the Respondent's sale representative (Ricardo Williams) that she would receive a six (6) year warranty on the product. The Informant was reassured of this warranty when she made the purchase, and that it would be issued with delivery of the product.
3. The warranty document that was delivered to the Informant indicated that the warranty is only for one (1) year. The Informant called Mr. Williams who explained that "it had to be an error and that he would check it out as he was sure of the 6 year warranty."
4. One week later the Informant visited the Santa Cruz branch where Mr. Williams and another of the Respondent's employees, Ms. Pike, orally indicated to her that the warranty is actually 6 years. The Informant requested that this be reflected in a document.
5. On September 20, 2013 Mr. Williams asked the Informant to take in the warranty document she received so that they could clearly indicate on it the warranty she should receive as they could not replace the warranty document.

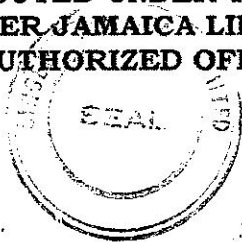
6. The Informant took it in on September 25<sup>th</sup> whereupon she was told by Ms. Deacon, Warranty Officer at the branch, that the one year warranty on the document is correct and that there was nothing more they could do. The Informant thereafter complained to the Commission.
7. By letter dated October 31, 2013 the Staff informed the Respondent of the complaint and sought its response.
8. By letter dated November 25, 2013 the Respondent accepted that an error was made by its agent. The Respondent further communicated its intention to apologize to the Informant and to offer her a full refund. In these circumstances the Commission is prepared to exercise its discretion to discontinue the investigation and settle the matter on the conditions below pursuant to 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 shall pay the Commission within thirty (30) days of the date hereof the sum of ***Forty-Five Thousand Dollars (\$45,000.00)*** 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 shall make a written offer to the Informant of a full refund of the price paid as shown on its Order No. 974903 dated August 30, 2013 being the sum of Thirty-Five Thousand Two Hundred and Twenty-Four Dollars and Thirty-Six Cents (\$35,224.36) in exchange for return of the Sealy Perfect Comfort Mattress to the Respondent. The said offer shall be made to the Informant within seven (7) days of the date hereof and shall remain open for the Informant's acceptance for a period of not less than two (2) months. The Respondent shall provide to the Commission a copy of the said offer addressed to the Informant. Upon return of the Sealy Perfect Comfort Mattress, the Respondent shall provide the said sum to the Informant forthwith.

3. Pursuant to Rule 8 of the ***Fair Competition (Notices and Procedures) Regulations 2000***, the Respondent shall issue a written apology to the Informant for misleading her about the length of the warranty period and for any injury thereby occasioned. The apology shall be issued together with the offer at clause 2 above.
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 Respondent acknowledges, represents and confirms to the Commission that the undersigned Authorized Officer(s) is/are duly authorized as agents of the Respondent to execute this Consent Agreement and legally bind the Respondent hereunder.
7. 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.
8. The Respondent understands and accepts that formal proceedings will be instituted by the Commission if it fails to abide by this Agreement.

**EXECUTED UNDER THE COMMON SEAL OF  
SINGER JAMAICA LIMITED  
BY AUTHORIZED OFFICER**



**AND AUTHORIZED OFFICER  
IN THE PRESENCE OF:**

*Deke*  
**WITNESS**

*Sharon Spence-Gilbert*  
**AUTHORIZED OFFICER**  
Print Name: *Sharon Spence-Gilbert*  
Position: *General Manager*

*Merick Brown*  
**AUTHORIZED OFFICER**  
Print Name: *MERICK BROWN*  
Position: *FINANCIAL CONTROLLER*

**SIGNED BY:  
THE FAIR TRADING COMMISSION  
BY CHAIRMAN, CHRISTOPHER SAMUDA**



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

**AND COMMISSIONER**



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

**IN THE PRESENCE OF:**



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