

CONSENT AGREEMENT

THIS AGREEMENT is made on the 3rd day of **March** Two Thousand **BETWEEN** the **FAIR TRADING COMMISSION**, a Body Corporate and having its registered office at 52 Grenada Crescent, Kinston 5 in the parish of Saint Andrew (hereinafter referred to as the "Commission") of the **FIRST PART** and **EXECUTIVE MOTORS LIMITED** a Limited Liability Company with registered office situated at 8 Marescaux Road, Kingston 5 in the parish of Saint Andrew (hereinafter referred to as the "Respondent") of the **SECOND PART**.

WHEREAS:

1. Mr. Richard Lake (hereinafter referred to as the "Complainant") lodged a Complaint with the Commission alleging that on July 16, 1999 he saw an advertisement in the Jamaica Observer placed by the Respondent which offered a Mazda T3500 bus for "a further reduced price" of \$1.5 million.
2. In reliance on the advertisement, the Complainant made deposits on the said bus of One Hundred Thousand Dollars (\$100,000.00) and One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) on July 18, 1997 and July 25, 1997 respectively. The Respondent subsequently informed the Complainant that they were unable to offer him the said bus at the price of \$1.5m as the price stated in the said advertisement was the price obtainable with a government duty concession.
3. By letter dated September 16, 1997, the Respondent admitted that there was an error in the said advertisement by the omission of the word "concession".

4. The Commission contended in Suit M105 of 1998: Fair Trading Commission v. Executive Motors Limited that the Respondent had breached Section 37 of the Fair Competition Act which prohibits businesses from making false or misleading representations to the public.

IT IS HEREBY AGREED BETWEEN THE PARTIES THAT:

5. The Complainant be refunded his deposits of One Hundred Thousand Dollars (\$100,000.00) and One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) at the interest rate of 20% per annum calculated from July 18, 1997 and July 25, 1997 respectively to the date hereof.
6. The Respondent issues a retraction of the advertisement it had issued on July 16, 1997 on the terms agreed between the parties.
7. Costs in the sum of Eighty-Five Thousand Dollars (\$85,000.00) be paid by the Respondent to the Applicant.
8. The terms of this Consent Agreement be endorsed on the records of Suit No. M-105 of 1998: Fair Trading Commission v. Executive Motors Limited in the Supreme Court of Judicature in Jamaica.
9. Should the Respondent fail to implement the terms herein agreed within thirty (30) days of signing this Agreement, the Commission may thereafter withdraw its acceptance of this agreement and take such action as it considers appropriate and so notify the Respondent.
10. The Respondent understands and accepts that formal proceedings will be continued by the Commission if it fails to abide by this Agreement.

- 11. The Commission reserves the right to use the facts of the complaint referred to herein, in its public education programme.
- 12. This Agreement has been made by the Respondent in full and final settlement of all claims and without admission of liability.

EXECUTED UNDER THE COMMON SEAL OF)
 EXECUTIVE MOTORS LIMITED)
 BY)
)
 IN THE PRESENCE OF:)
)

[Signature]
 EXECUTIVE MOTORS LIMITED
 DIRECTOR
 SEAL
[Signature]
 DIRECTOR/SECRETARY

[Signature]
 WITNESS

EXECUTED FOR AND ON BEHALF OF)
 FAIR TRADING COMMISSION)
 BY A. B. STEWART STEPHENSON)
 IN THE PRESENCE OF:)

[Signature]
 EXECUTIVE DIRECTOR

[Signature]
 WITNESS

DESIREE C. ALLEYNE
 LL.B. LEC.
 ATTORNEY AT-LAW

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 LL.B. LEC.
 ATTORNEY AT-LAW