

PART 8 OF THE ENTERPRISE ACT 2002 ('THE EA')

DAMON PARSONS

THE ONLINE SHOPPING COMPANY LIMITED ("The Trader")

UNDERTAKINGS TO THE OFFICE OF FAIR TRADING (PURSUANT TO SECTION 219, EA) RELATING TO:

- 1. BREACH OF CONTRACT;**
- 2. UNFAIR TERMS IN CONSUMER CONTRACTS REGULATIONS 1999;**
- 3. SALE OF GOODS ACT 1979;**
- 4. CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS 2008;**
- 5. DISTANCE SELLING REGULATIONS 2000; AND**
- 6. ELECTRONIC COMMERCE (EC DIRECTIVE) REGULATIONS 2002.**

UNDERTAKINGS

I, Damon Parsons, hereby undertake to the Office of Fair Trading pursuant to section 219 and section 222 of the EA that:

- a. I will not continue or repeat the conduct described in paragraphs 1 to 2 below (the "Prohibited Conduct");
- b. I will not continue the conduct in paragraph 3 below (the "Remediable Conduct") and will ensure that all outstanding instances of the Remediable Conduct ceases within 14 days of the signing of these undertakings; and
- c. I will not engage in the Prohibited Conduct or continue the Remediable Conduct in the course of my business or another business; and
- d. I will not consent to, or connive in, the carrying out of the Prohibited Conduct or the continuance of the Remediable Conduct by a body corporate with which I have a special relationship (within the meaning of section 222(3), EA) including, without limitation, The Online Shopping Company Limited and P2P Interactive Limited.

The Prohibited Conduct is any of the following:

1. DOMESTIC INFRINGEMENTS

The following conduct harms the collective interests of consumers in the United Kingdom by harming or risking harm to those consumers generally or to individual consumers who may purchase the goods or services offered by the Trader, or who are affected by the Trader's activities, as a result of an act or acts, done or made in the course of a business, that fall within the following paragraphs.

A. Breach of Contract

- (a) Engaging in any conduct which involves entering into a contract for the supply of goods, taking payment and failing to deliver those goods in accordance with the contract of sale. Such conduct includes, without limitation, a failure to deliver the goods within a reasonable time (in breach of the term implied into such contract by section 29(3) SOGA, and a failure to deliver the goods at all.
- (b) Engaging in any conduct which involves a failure to provide a refund to consumers exercising their right to repudiate a contract following a fundamental breach of a term of that contract by the Trader, by a failure to deliver the goods to consumers within a reasonable time after conclusion of the contract of sale.

B. Sale of Goods Act 1979 (SOGA)

- (a) Engaging in any conduct which involves entering into a contract for the sale of goods, taking payment and failing to deliver those goods in accordance with the terms of the contract of sale in contravention of the duties of the seller as set out in section 27 SOGA.
- (b) Engaging in any conduct which involves entering into a contract for the sale of goods and failing to send those goods within a reasonable time, in breach of the term implied into such contract by section 29(3) SOGA.
- (c) Engaging in any conduct which involves taking payment in furtherance of a contract without being ready to supply the goods in relation to which the contract was made, contrary to section 28 SOGA.
- (d) Engaging in any conduct which involves entering into a contract for the sale of goods and failing to ensure that where there is a contract for the sale of

goods by description, goods supplied will correspond with the description and in breach of the implied term into such contract by section 13 SOGA.

2. COMMUNITY INFRINGEMENTS

The following conduct harms the collective interest of consumers by harming or risking harm to those consumers generally or to individual consumers who may purchase the goods or services offered by the Trader, or who are affected by the Trader's activities, as a result of an act or acts that fall within the following paragraphs.

A. Consumer Protection from Unfair Trading Regulations 2008 (CPRs)

- a) Engaging in any conduct which contravenes the requirement of professional diligence and distorts the economic behaviour of the average consumer, in breach of Regulation 3(1) and 3(3). Such conduct includes, without limitation, entering into a contract for the supply of goods and failing to deliver those goods. Such conduct also includes stating that goods are available for delivery when they are not.
- b) Engaging in any conduct which constitutes a misleading action, in breach of Regulation 3(1), 3(4)(a) and 5 of the CPRs. Such conduct includes, without limitation, making a misleading statement about the availability of products for purchase and the time by which products will be delivered. This includes, not representing on any of their websites that they have goods available for dispatch within a particular time, unless they do indeed have such goods available for dispatch.

B. Distance Selling Regulation 2000 (DSRs)

- a) Engaging in any conduct which, in the absence of an agreement to the contrary, constitutes a breach of Regulation 19(1) by not performing the contract within 30 days beginning with the day after the day the consumer has made their order.
- b) Engaging in any conduct which constitutes a breach of Regulation 14(1) by failing, following the exercise by the consumer of their right to cancel the contract under Regulation 10, to reimburse any sums that have been paid under the contract.

- c) Engaging in any conduct which constitutes a breach of Regulation 14(3) by failing, following the exercise by the consumer of their right to cancel the contract under Regulation 10, to reimburse any sums that have been paid under the contract as soon as possible and in any event within 30 days of the notice of cancellation being given.

C. Electronic Commerce (EC Directive) Regulations 2002

- a) Engaging in any conduct which constitutes a breach of Regulation 6(1)(c) by failing, when providing an information society service, to make available to the consumer a means by which the service provider can be contacted rapidly and communicated with in a direct and effective manner. Such conduct includes, without limitation, providing contact details but not responding to completed 'contact us' online forms, letters and emails within a reasonable time or at all.

D. Unfair Terms in Consumer Contract Regulations 1999

- a) Engaging in any conduct which constitutes a breach of the UTCCRs by the inclusion of contract terms that do not satisfy the test of fairness and may be deemed unfair and contrary to the requirement of good faith and are likely to cause a significant imbalance in the parties' rights and obligations arising under the contract to the detriment of the consumer.

3. REMEDIABLE CONDUCT

The remediable conduct is the following continuing conduct which harms the collective interest of consumers in the United Kingdom by harming or risking harm to those consumers generally or to individual consumers who may have purchased the goods or services offered by the Trader, or who are or have been affected by the Trader's activities, as a result of an act or acts that fall within the following paragraphs.

Distance Selling Regulations 2000 (DSRs)

- (a) Engaging in any conduct which constitutes a breach of Regulation 14(1) by failing, following the exercise by the consumer of their right to cancel the contract under Regulation 10, to reimburse any sums that have been paid under the contract. This includes, without limitation,

failing to refund sums that are currently outstanding to consumers who have sought to cancel their contracts or have validly rejected goods.

- (b) Engaging in any conduct which constitutes a breach of Regulation 14(3) by failing, following the exercise by the consumer of their right to cancel the contract under Regulation 10, to reimburse any sums that have been paid under the contract as soon as possible and in any event within 30 days of notice of cancellation being given.

Breach of Contract

- (a) Engaging in any conduct which involves a failure to provide refunds to consumers exercising their right to repudiate a contract following a fundamental breach of a term of that contract by the Trader, by a failure to deliver goods to consumers within a reasonable time after conclusion of the contract of sale.

BY SIGNING THESE UNDERTAKINGS I AM AGREEING TO BE BOUND BY THEM.

THE ACTS REFERRED TO IN PARAGRAPHS 1, 2, AND 3 ARE DOMESTIC AND COMMUNITY INFRINGEMENTS PURSUANT TO SECTIONS 211 AND 212, EA. IF HAVING SIGNED THIS DOCUMENT I BREACH ANY OF THE ABOVE UNDERTAKINGS, I AM AWARE THAT I MAY BE THE SUBJECT OF AN APPLICATION TO THE COURT FOR AN ENFORCEMENT ORDER UNDER SECTION 215 AND SECTION 222, EA.

Name (print).....D. PARSONS.....

Signature..........

Date.....25/5/2012.....

Witness (print).....Z. BARKER.....

Signature..........

Date.....25/5/2012.....