

**IN THE MATTER OF  
THE FAIR TRADING ACT**

**THIS UNDERTAKING** is made pursuant to Section 152 of the *Fair Trading Act*.

**BY:**

Fairmont Hot Springs Resort Ltd.  
5247 Fairmont Creek Road  
in the City of Fairmont Hot Springs  
in the Province of British Columbia,

(hereinafter called the "**Supplier**")

**TO:**

The **DIRECTOR OF FAIR TRADING**,

(hereinafter called the "**Director**")

**WHEREAS:**

- (A) The Supplier operates a time share property at Fairmont Hot Springs in British Columbia, Canada.
- (B) The Supplier has informed the Director that it understands the issues and circumstances surrounding the Undertaking.
- (C) The Supplier acknowledges that, in the ordinary course of business, it engaged in time share sales in Alberta without the required time share business licence.
- (D) The Supplier acknowledges that, in the ordinary course of business, the Supplier failed to ensure that the requirements of the Time Share and Points-based Contracts and Business Regulation were met.
- (E) The Supplier acknowledges that, in the ordinary course of business, it offered time share contracts to Albertans that did not meet the requirements of the Time Share and Points-based Contracts and Business Regulation.
- (F) The Director acknowledges that the Supplier has committed to ceasing the sale of time share contracts in Alberta until such time as it is in regulatory compliance.
- (G) The Director asserts that he has reason to believe that the acts or practices of the Supplier described in recitals C, D, and E hereof constitute breaches of the *Fair Trading Act*.

**NOW THEREFORE THIS UNDERTAKING WITNESSES THAT:**

- 1 The Supplier acknowledges and admits that it has failed to comply with provisions of the *Fair Trading Act* and *Time Share and Points-based Contracts and Business Regulation* and undertakes to the Director that the Supplier will not engage in acts that breach the *Fair Trading Act* in ways similar to those described in recitals C, D and E.

- 2 The Supplier will not engage in time share contract sales in Alberta until such time as it is properly licensed and will ensure that time share contracts signed in Alberta meet the requirements of the *Time Share and Points-based Contracts and Business Regulation*.
- 3 The Supplier will honour the one-year extended cancellation rights available to consumers under the Time Share and Points Based Contracts and Business Regulation who signed time share contracts with the Supplier while it was unlicensed.
- 4 The Supplier will, to the best of its ability, ensure that all of its officers, partners, employees, representatives and agents in Alberta are forthwith acquainted with the requirements of the *Fair Trading Act* and the Time Share and Points-based Contracts and Business Regulation.
- 5 This Undertaking will be binding upon the Supplier until the earlier of:
- (a) Termination of the Undertaking by the Director or variation of the Undertaking with the consent of the Director and the Supplier;
  - (b) The Undertaking being varied by an Order of the Judge of the Court of Queen's Bench where the Judge is satisfied that the circumstances warrant varying the provisions of the Undertaking; or
  - (c) Termination by an Order of the Judge of the Court of Queen's Bench where the Judge is satisfied that the act or practice that the Supplier has undertaken to refrain from engaging in did not contravene the *Fair Trading Act*.

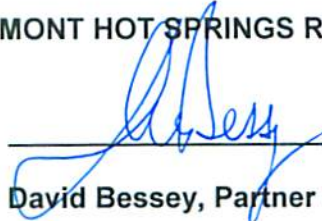
however, in any such case, the termination or variance does not invalidate anything done under this Undertaking prior to termination or variance.

- 6 The Supplier acknowledges that the Director may, upon breach by the Supplier of any term of the Undertaking, institute such proceedings and take such action under the *Fair Trading Act*, as he may consider necessary.
- 7 The Supplier acknowledges that this Undertaking is a public document and will be maintained in the public record by the Director of Fair Trading as required by s. 157.1 of the *Fair Trading Act*.
- 8 The Supplier will pay to the Government of Alberta the sum of \$1,000.00; an amount that represents a portion of the costs associated with investigating this matter. Such payment shall be made within 45 days of the signing of this Undertaking.
- 9 The Supplier acknowledges that it was advised by Service Alberta, and is aware that it is entitled to seek independent professional advice regarding the signing of this Undertaking, and the Supplier acknowledges that it is entering into this Undertaking voluntarily.

IN WITNESS WHEREOF the Supplier, has on the 14<sup>th</sup> day of April, 2014 signed this document.

**FAIRMONT HOT SPRINGS RESORT LTD.**

PER: \_\_\_\_\_



**David Bessey, Partner & CEO**

ACCEPTED by the Director of Fair Trading this 13<sup>th</sup> day of May, 2014



**DIRECTOR OF FAIR TRADING**