



ASSURANCE
Australian Consumer Law (SA)
Section 218

Undertaking to the Commissioner for Consumer Affairs given for the purposes of s218 of the *Australian Consumer Law (SA)* by:

Mr Jamie Wiltshire

PERSONS GIVING THIS ASSURANCE

1. This Assurance is given to the Commissioner for Consumer Affairs ("the Commissioner") by Mr Jamie Wiltshire for the purposes of section 218 of the *Australian Consumer Law (SA)*.

BACKGROUND

2. Mr Jamie Wiltshire ("Mr Wiltshire") is a natural person and holds a building work contractor's licence BLD 265473 with conditions which authorise the following work:
 - a. Carports limited to prefabricated;
 - b. Fencing limited to post & rail, tubular;
 - c. Pergolas & verandas limited to prefabricated steel framed;
 - d. Sheds & garages limited to prefabricated.
3. At all material times, Mr Wiltshire was trading as "Shed Weld" in Moonta Bay.

CONDUCT OF CONCERN

4. In July 2015 Mr Wiltshire contracted with Grant and Vivien Keating for the supply and construction of a shed at their property at Port Hughes ("the property") for the price of \$13,750. The contract also included the construction of a retaining wall for the additional cost of either \$2,700 or \$3,200, depending on the number of sleepers used in construction.
5. On 25 August 2015, the defendant required a deposit of \$2,500 which was paid by Mr and Mrs Keating into the defendant's bank account. On 30 September 2015, the defendant required a further payment of \$3,875 which was paid by Mr and Mrs Keating into the defendant's bank account.
6. On 7 October 2015, the defendant required a further payment of \$1,700 which was paid by Mr and Mrs Keating into the defendant's bank account. On or about 1 December 2015, the defendant commenced building the retaining wall at the property. No further work was completed at the property thereafter.
7. In total, the defendant accepted \$8,075 from Mr and Mrs Keating and failed to supply the remainder of the services.

CONTRAVENTIONS

8. The Commissioner considers and Mr Wiltshire acknowledges, that it is likely that he contravened the following provisions:
- a. Accepting payment for goods or services and failing to provide those goods or services within a reasonable time contrary to s 158(7) of the *Australian Consumer Law (SA)*;
 - b. Carrying on business as a building work contractor without a licence contrary to s 6(1) of the *Building Work Contractors Act 1995* in that his licence did not authorise the building of retaining walls;
 - c. Demand or require an unauthorised payment made under a domestic building work contract contrary to s 30 of the *Building Work Contractors Act 1995* in that the maximum deposit he could demand was \$1000 as the total contract price was less than \$20,000;
 - d. Perform building work to which Part 5 Division 3 of the *Building Work Contractors Act 1995 (SA)* applied without a policy of insurance compliant with that Division in force in relation to that building work and without providing to the building owner a certificate (compliant with the regulations) evidencing the taking out of such a policy of insurance contrary to s 34 of the *Building Work Contractors Act 1995*.

UNDERTAKING BY MR JAMIE WILTSHIRE FOR THE PURPOSES OF SECTION 218 OF THE AUSTRALIAN CONSUMER LAW (SA)

9. In response to the concerns raised by Consumer and Business Services ("CBS") on behalf of the Commissioner, Mr Jamie Wiltshire repaid \$6,886 in compensation to Mr and Mrs Keating and provides the following undertakings to the Commissioner:
- a. Mr Wiltshire undertakes to only perform building work within the scope of the conditions of his building work contractor's licence.
 - b. Mr Wiltshire will not demand or require unauthorised payments under domestic building work contracts that he enters into with consumers. Authorised payments are set out in Regulation 17 of the *Building Work Contractor Regulations 2011*.
 - c. Mr Wiltshire will ensure that he does not perform building work without a policy of building indemnity insurance in force (if applicable) and will provide a certificate of that policy to the building owner in accordance with s 34 of the *Building Work Contractors Act 1995*. Building indemnity insurance is required for domestic building work which exceeds \$12,000.

COMMENCEMENT OF UNDERTAKING

10. This Undertaking comes into effect when:

- 8.1.1 The Undertaking is executed by Mr Wiltshire; and
- 8.1.2 The Commissioner accepts the Undertaking so executed.

ACKNOWLEDGMENTS

11. Mr Wiltshire acknowledges that:

- 10.1 It is an offence to breach an Undertaking, as set out in section 218 of the *Australian Consumer Law (SA)*.
- 10.2 CBS will make this Undertaking publicly available including by publishing it on CBS' public register of undertakings on its website;
- 10.3 CBS will, from time to time, make public reference to the Undertaking including in news media statements and in CBS publications;
- 10.4 This Undertaking in no way derogates from the rights and remedies available to any other person arising from the alleged conduct; and
- 10.5 This Undertaking may be produced to any Court in respect of any proceedings alleging any future contraventions of the *Fair Trading Act 1987* or a related Act.

EXECUTED BY MR JAMIE WILTSHIRE



Mr JAMIE WILTSHIRE

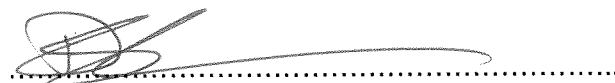
Date: 16/11/2017



Signature of Witness

Witness name: DARREN ALLAN

Accepted by the Commissioner for Consumer Affairs (SA) pursuant to section 218 of the *Australian Consumer Law (SA)*



Commissioner for Consumer Affairs (SA)

Date: 23/11/17