



**UNDERTAKING**  
*Australian Consumer Law (SA)*  
Section 218

Undertaking to the Commissioner for Consumer Affairs given for the purposes of Section 218 of the *Australian Consumer Law (SA)* by:

**Sunil SURI and Rani SURI:**

- trading as **All in One Discount Store**;
  - **Australian Business Register** trading name 'All in One', ABN 90 145 279 005;
  - **Australian Securities and Investments Commission** registered business name 'All in One Bargain Store';
- herein after referred to as 'All in One Discount Store'.

**1. PERSONS GIVING THIS UNDERTAKING**

- 1.1. This Undertaking is given to the Commissioner for Consumer Affairs by Sunil SURI and Rani SURI of [REDACTED] in the State of South Australia for the purposes of section 218 of the *Australian Consumer Law (SA)* ('the ACL'), which is adopted by the *Fair Trading Act 1987*.

**2. BACKGROUND**

- 2.1. Sunil Suri and Rani Suri are trading as All in One Discount Store, ABN 90 145 279 005.
- 2.2. Sunil Suri and Rani Suri trade through two stores, one located within the Marden Shopping Centre, cnr Lower Portrush Road and Payneham Road, Marden, South Australia, and the other at 430 Brighton Road, Brighton, South Australia.
- 2.3. The businesses supply a range of household consumer goods, including a variety of children's toys and aquatic products.
- 2.4. Prior to the conduct of concern Consumer and Business Services ('CBS') had identified a prior potential breach that was dealt with administratively by way of warning and through removal of the relevant product.

**3. CONDUCT OF CONCERN**

- 3.1. On 7 October 2015, Compliance and Investigations Officers from Consumer and Business Services ('CBS') attended All in One Discount Store, located in the Marden Shopping Centre, Marden, South Australia, where they located a Love & Learn Infant Gift Set.
- 3.2. The Love & Learn Infant Gift Set is captured by the applicable mandatory safety standard toys for children up to and including 36 months of age.
- 3.3. The Love & Learn Infant Gift Set was subjected to indicative testing by Compliance and Investigations Officers in accordance with the applicable mandatory safety standard, which it failed.
- 3.4. On 16 February 2016, Compliance and Investigations Officers from CBS attended All in One Discount Store, located at 430 Brighton Road, Brighton, South Australia, where they located a Bestway Splash and Play Baby Pool in breach of the applicable safety standard under the ACL.

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#### 4. RELEVANT PROVISIONS

- 4.1. Section 106 of the ACL prohibits a person in trade or commerce from supplying, offering for supply, or manufacturing, possessing or having control of, consumer goods of a particular kind if a safety standard for goods of that kind is in force, and the goods do not comply with that standard.
- 4.2. Section 118 of the ACL prohibits a person in trade or commerce from supplying, offering for supply, or manufacturing, possessing or having control of, consumer goods of a particular kind if an interim ban on consumer goods of that kind is in force in the place where the supply occurs, or a permanent ban on consumer goods of that kind is in force.
- 4.3. Section 136 of the ACL prohibits a person in trade or commerce from supplying, offering for supply, or manufacturing, possessing or having control of, goods of a particular kind if an information standard for goods of that kind is in force, and the person has not complied with that standard.
- 4.4. *The Consumer Protection Notice No. 14 of 2003 – Consumer Product Safety Standard: Toys for children up to and including 36 months of age* is the applicable mandatory safety standard for children's toys.
  - 4.4.1. The mandatory safety standard is based on Australian Standard AS/NZS ISO 8124.1:2002 Safety of Toys, Part 1: Safety aspects related to mechanical and physical properties. AS/NZS ISO 8124.1:2002 is a voluntary standard except for those sections specifically called into the mandatory standard.
  - 4.4.2. In the Schedule of the mandatory safety standard for toys it states "...toys for children up to and including 36 months of age, being objects manufactured, designed, labelled or marketed as playthings, including, but not limited to:
    - (a) rattles, toy dummies, teethers and squeeze toys;..."
  - 4.4.3. Section 5.2 of AS/NZS ISO 8124.1:2002 sets a minimum required size for toys, or any removable component, or liberated component of a toy.
  - 4.4.4. Section 5.24.2 of AS/NZS ISO 8124.1:2002 sets test specifications by way of a drop test that should not liberate parts that are less than the minimum size set in Section 5.2.
  - 4.4.5. The Love & Learn Infant Gift Set is a three piece rattle set, and is captured by the mandatory safety standard for toys.
  - 4.4.6. The Love & Learn Infant Gift Set was subjected to indicative testing by Compliance and Investigations Officers in accordance with 5.24.2 of AS/NZS ISO 8124.1:2002, which it failed.
  - 4.4.7. In communication with Aman Suri, on behalf of Sunil Suri and Rani Suri, he advised that evidence was not able to be provided to confirm that the Love & Learn Infant Gift Set had been tested and meets the mandatory safety standard for toys.
- 4.5. *The Consumer Goods (Portable Swimming Pools) Safety Standard 2013* is the applicable mandatory safety standard for portable swimming pools.
  - 4.5.1. Section 5 of the mandatory safety standard for portable pools defines a portable swimming pool as "...a swimming pool that is:
    - (a) intended for personal, domestic or household use: and
    - (b) one of the following:
      - (i) an inflatable swimming pool, of any depth;
      - (ii) a soft-sided swimming pool, of any depth;

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(iii) a rigid-sided swimming pool that is not deeper than 300mm.

- 4.5.2. Section 6 of the mandatory safety standard for portable pools requires portable pools to display a permanent warning message and sets the wording, placement and sizing of the warning message.
- 4.5.3. Section 7 of the mandatory safety standard for portable pools requires the retail packaging of portable pools to display a permanent warning message and sets out the wording, sizing and requires the placement of the warning message to be on the front of the retail packaging.
- 4.5.4. Section 8 of the mandatory safety standard for portable pools requires a portable swimming pool to display a certain safety sign.
- 4.5.5. The Bestway Splash and Play Baby Pool is captured by the definition of a portable swimming pool. The Bestway Splash and Play Baby Pool did not display the warnings as required by Section 6, 7 and 8 of the mandatory safety standard for portable pools.

## 5. COMMENCEMENT OF UNDERTAKING

5.1. This Undertaking comes into effect when:

- 5.1.1. the Undertaking is executed by Sunil Suri and Rani Suri; and
- 5.1.2. the Commissioner for Consumer Affairs accepts the Undertaking so executed.

## 6. UNDERTAKING BY SUNIL SURI AND RANI SURI FOR THE PURPOSES OF SECTION 218 OF THE ACL

- 6.1. In response to the concerns raised by CBS on behalf of the Commissioner for Consumer Affairs, we Sunil Suri and Rani Suri hereby provide an undertaking to the Commissioner that:
- 6.1.1. We will not breach the product safety provisions contained within the ACL.
  - 6.1.2. We will not supply goods that do not comply with an applicable safety or information standard, in accordance with the requirements of the ACL.
  - 6.1.3. We will not supply goods that are covered by an interim or permanent ban in accordance with the requirements of the ACL.
  - 6.1.4. We will implement a written product safety compliance program to ensure that:
    - 6.1.4.1. new stock does not get offered or otherwise advertised for sale until we are satisfied that it is not in breach of safety standards, information standards, or bans under the ACL;
    - 6.1.4.2. current stock is regularly audited to ensure that it is not in breach of safety standards, information standards, or bans under the ACL;
    - 6.1.4.3. we will nominate a person responsible for the implementation and maintenance of the product safety compliance program;
    - 6.1.4.4. we will implement and conduct training for relevant staff within three (3) months of signing this Undertaking, and then annually, to ensure that the product safety compliance program is understood and obeyed; and
    - 6.1.4.5. we will maintain a register of staff signatures to confirm that they have undertaken the training mentioned in 6.1.4.4. and I will provide this to CBS within one month after the initial training has been completed.

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**7. ACKNOWLEDGEMENTS**

We, Sunil Suri and Rani Suri, acknowledge that:

- 7.1. CBS will make this undertaking publicly available including by publishing it on CBS' public register of Undertakings on its website;
- 7.2. The Australian Competition and Consumer Commission ('ACCC') may make this undertaking publicly available by publishing it on the ACCC website and the ACCC Product Safety Australia website;
- 7.3. CBS will, from time to time, make public reference to the undertaking including in news media statements and in CBS publications;
- 7.4. This undertaking in no way detracts from the rights and remedies available to any other person arising from the alleged conduct; and
- 7.5. This undertaking may be produced to any Court in respect of any proceedings alleging any future contraventions of the ACL.

**EXECUTED BY Sunil Suri**

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**Signature**

Date: 9.2.2017

[Handwritten Signature]

**Signature of Witness**

Name: 9.2.2017

**EXECUTED BY Rani Suri**

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**Signature**

Date: 9-2-17.

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**Signature of Witness**

Name: 9.2.2017.

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

[Handwritten Signature]

**Dini Soulio**

**Commissioner for Consumer Affairs (SA)**

Date: 24/2/17