

**Form 2.42                      General form of order—civil  
proceeding**

*Court Procedures Rules 2006*

(see r 1606 (Orders—filing))

In the Supreme Court of the Australian Capital Territory

No SC 447 of 2018

**COMMISSIONER FOR FAIR TRADING**

Plaintiff

**YOUR LOCAL PLUMBING GROUP PTY LTD (ACN 605 979 235)**

First Defendant

**SHAMEER KHAN**

Second Defendant

Date of order:                      6 December 2019

Associate Judge:                  Crowe

Originating process:              Originating Claim dated 28 September 2019

How obtained:                      By consent

Attendance:                          Mr Roche and Ms Johnston for the Plaintiff

Mr Larkings for the First and Second Defendants

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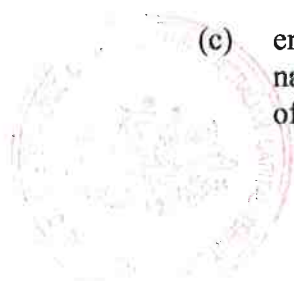
**Filed on behalf of the Plaintiff by:**

**ACT Government Solicitor**  
Level 5, 12 Moore Street  
Canberra City ACT 2601

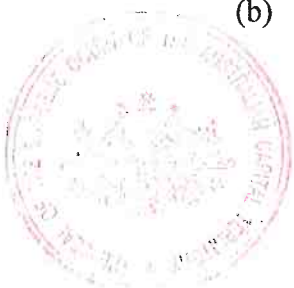
**DX:** 5602, Canberra  
**Tel:** (02) 6207 0666  
**Fax:** (02) 6207 0650  
**Ref:** 634515

**The Court declares that:**

1. Between 2015 and 2018, the first defendant, Your Local Plumbing Group Pty Ltd, published advertisements in the Yellow Pages, the Chronicle and the Canberra Weekly, falsely representing that the following businesses had been in operation in Canberra for at least 25 years, or in some cases 30 years, when in each case the businesses had only been in operation since 2015 at the earliest:
  - (a) P1 Plumbing and Electrical Services;
  - (b) P1 Plumbing and Electrical;
  - (c) Your Local Plumber ACT;
  - (d) Tuggeranong Plumbing;
  - (e) Priority One Plumbing and Electrical Services; and
  - (f) Sam's Local Plumbing.
  
2. By making the false representations as set out in the preceding declaration, Your Local Plumbing Group:
  - (a) engaged in misleading and deceptive conduct in contravention of s 18 of the Australian Consumer Law (ACT) (the ACL);
  - (b) in connection with the supply or possible supply of services, made false or misleading representations that services were of a particular standard, quality, value or grade in contravention of s 29(1)(b) of the ACL; and
  - (c) engaged in conduct that was liable to mislead the public as to the nature, characteristics or suitability for their purposes of the services offered in contravention of s 34 of the ACL.



3. Between 2015 and 2018, Your Local Plumbing Group published multiple advertisements in the Yellow Pages, the Chronicle and Canberra Weekly for its plumbing business under the following different business names, thereby conveying to consumers a false impression that the advertisements were for separate competing businesses, when in fact they were not:
  - (a) P1 Plumbing and Electrical Services;
  - (b) P1 Plumbing and Electrical;
  - (c) Your Local Plumber ACT;
  - (d) Tuggeranong Plumbing;
  - (e) Priority One Plumbing and Electrical Services;
  - (f) Sam's Local Plumbing;
  - (g) North Canberra Plumbing;
  - (h) Canberra Blocked Drain Services; and
  - (i) Canberra Hot Water Systems and Repairs.
  
4. By engaging in the conduct described in the preceding declaration, Your Local Plumbing Group:
  - (a) engaged in misleading or deceptive conduct, or conduct that was likely to mislead or deceive, in contravention of s 18 of the ACL;
  - (b) falsely represented that the services advertised in the advertisements were supplied by unrelated businesses in contravention of s 29(1)(b) of the ACL; and



- (c) engaged in conduct that was liable to mislead the public as to the nature, characteristics or suitability for their purposes of the services offered in contravention of s 34 of the ACL.
5. The second defendant, Mr Shameer Khan was knowingly concerned in the contraventions of the ACL by the first defendant, Your Plumbing Group, described in the declarations above, and thereby himself contravened s 224 of the ACL.

**The Court orders that:**

*Injunctions*

6. Pursuant to s 232 of the ACL, Your Local Plumbing Group be restrained for a period of five years, whether by itself, its servants or agents or howsoever otherwise, from:
- (a) causing to be published an advertisement that contains any representation that is false or misleading in any other respect as to the relevant business' time in operation or the experience of its plumbers; and
  - (b) causing to be published in any one publication multiple advertisements for the same business under different business names without making it clear that the advertisements are for the same business.
7. Pursuant to s 232 of the ACL, Mr Shameer Khan be restrained for a period of 5 years, in connection with any business that provides plumbing or related services, from causing, directly or indirectly, to be published an advertisement or advertisements falling within the scope of Order 6.



*Pecuniary penalty*

8. Pursuant to s 224 of the ACL, within 6 months of the date of this order:
- (a) Your Local Plumbing Group pay the Australian Capital Territory a pecuniary penalty in the amount of \$100,000.00.
  - (b) Mr Shameer Khan pay the Australian Capital Territory a pecuniary penalty in the amount of \$30,000.00.

*Publication orders*

9. Pursuant to s 247 of the ACL, Your Local Plumbing Group will, at its own expense and within 21 days of the date of this order:
- (a) publish corrective advertising, in the form of **Annexure A** to these orders, in the Canberra Times, the Chronicle and Canberra Weekly, and further, ensure that each advertisement be placed within the first 10 pages of each publication and each advertisement shall occupy:
    - (i) in the Canberra Times and the Chronicle, 18.6 cm x 26 cm of the page, and
    - (ii) in the Canberra Weekly, 10.5 cm x 25.3 cm of the page; and
  - (b) publish a corrective notice, in the form of **Annexure B** to these orders, on the home page for each website for the following businesses, ensuring that the corrective notice appears in a prominent position at the top of the home page for each website and remains displayed on the home page for at least one month:
    - (i) P1 Plumbing and Electrical;
    - (ii) Tuggeranong Plumbing;
    - (iii) Priority One Plumbing and Electrical Services;
    - (iv) Sam's Local Plumbing;
    - (v) Canberra Blocked Drain Services; and
    - (vi) Canberra Hot Water Systems and Repairs.



*Compliance program*

10. Pursuant to s 246(2)(b)(i) of the ACL, Your Local Plumbing Group will, at its own expense and in relation to the businesses listed in paragraph 1.2 of Annexure C below:
- (a) within 3 months of the date of this order, establish an Australian Consumer law compliance program which meets the requirements set out in **Annexure C** to these orders; and
  - (b) maintain and administer the Australian Consumer Law Compliance Program for a period of 3 years from the date on which it is established.

*Costs*

11. There is to be no order as to costs.

Date entered: 23.12.19



**Annexure A to the Orders**  
**Corrective Advertising**

**Corrective Advertising ordered by the Supreme Court of  
the Australian Capital Territory**

**Misleading and deceptive conduct and false and misleading representations  
by Your Local Plumbing Group Pty Ltd and Shameer Khan**

Following legal action by the ACT Commissioner for Fair Trading (**the Commissioner**), the ACT Supreme Court has declared that Your Local Plumbing Group Pty Ltd (ACN 605 979 235) (**YLPG**) and its director, Mr Shameer Khan, breached the *Australian Consumer Law (ACT)*.

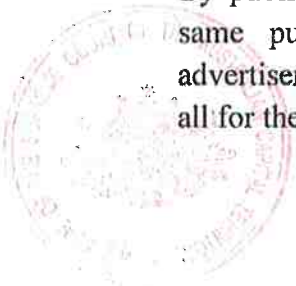
The contraventions arose out of misleading advertising by YLPG.

Between 2015 and 2018, YLPG advertised in publications including the Yellow Pages, the Canberra Chronicle and the Canberra Weekly under the following business names:

- P1 Plumbing and Electrical Services;
- P1 Plumbing and Electrical;
- Your Local Plumber ACT;
- Tuggeranong Plumbing;
- Priority One Plumbing and Electrical Services; and
- Sam's Local Plumbing;
- North Canberra Plumbing;
- Canberra Blocked Drain Services; and
- Canberra Hot Water Systems and Repairs.

In those advertisements YLPG falsely represented the length of the time YLPG had been in business. The advertisements represented that the business advertised had been in operation in Canberra for at least 25 years, or in some cases 30 years, when in fact YLPG has only been in operation since 2015.

By publishing multiple advertisements under different business names in the same publication YLPG also falsely conveyed to consumers that the advertisements were for separate, competing businesses, when in fact they were all for the one business.



The Court declared that YLPG engaged in both types of misleading conduct deliberately and that Mr Khan was directly involved in YLPG's conduct.

As a consequence of YLPG's and Mr Khan's contraventions of the Australian Consumer Law, the ACT Supreme Court made orders:

- restraining YLPG and Mr Khan for a period of 5 years from making the same or similar representations in future advertisements, whether in connection to these or other plumbing businesses;
- requiring YLPG to pay a pecuniary penalty to the Commissioner of \$100,000.00 and Mr Khan a penalty of \$30,000.00;
- requiring YLPG to publish this corrective advertising and other corrective notices on its various websites; and
- requiring YLPG to establish and maintain for a period of 3 years a compliance program in order to reduce the risk of breaching the Australian Consumer Law.





**Annexure B to the Orders**  
**Corrective Notice**

**Corrective Notice ordered by the Supreme Court of the  
Australian Capital Territory**

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by Your Local Plumbing Group Pty Ltd and Shameer Khan**

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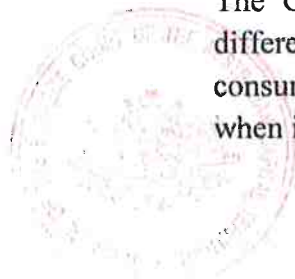
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The Court also declared that by publishing multiple advertisements under different business names in the same publication YLPG falsely conveyed to consumers that the advertisements were for separate, competing businesses, when in fact they were all for the one business.



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- requiring YLPG to pay a pecuniary penalty to the Commissioner of \$100,000.00 and Mr Khan a penalty of \$30,000.00; and
- requiring YLPG to publish this corrective notice and other corrective advertising on its various websites.



**Annexure C to the Orders**  
**Compliance Program**

**FAIR TRADING (AUSTRALIAN CONSUMER LAW) ACT 1992 (ACT)**

**Undertaking to the Commissioner for Fair Trading of the Australian  
Capital Territory given for the purposes of section 218 of the Australian  
Consumer Law (ACT)**

by

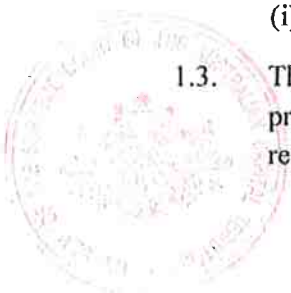
**Your Local Plumbing Group Pty Ltd (ABN 40 605 979 235)**

**Person giving the Undertaking**

- 1.1 This Undertaking is given to the ACT Commissioner for Fair Trading by Your Local Plumbing Group Pty Ltd (YLPG) for the purposes of section 218 of the Australian Consumer Law (ACT) (ACL) (the **Undertaking**).

**Background**

- 1.2. YLPG carries on business in the Australian Capital Territory (ACT) by providing a range of plumbing-related services under the business names:
- (a) Tuggeranong Plumbing;
  - (b) North Canberra Plumbing;
  - (c) Canberra Blocked Drain Services;
  - (d) Sam's Local Plumbing;
  - (e) P1 Plumbing and Electrical Services;
  - (f) P1 Plumbing and Electrical;
  - (g) Priority One Plumbing & Electrical Services;
  - (h) Your Local Plumber ACT;
  - (i) Canberra Hot Water Systems and Repairs;
- 1.3. The Australian Consumer Law (ACL) commenced on 1 January 2011 and prohibits misleading or deceptive conduct and false or misleading representations.



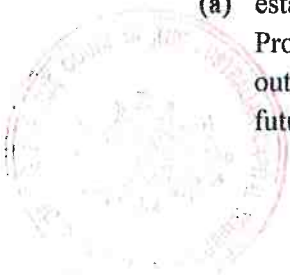
- 1.4. On 28 September 2018, the Commissioner for Fair Trading commenced litigation against YLPG in the Supreme Court of the ACT alleging that YLPG engaged in misleading or deceptive conduct and made false or misleading representations while advertising its plumbing services, in contravention of sections 18, 29(1)(b) and 34 of the ACL.
- 1.5. The proceedings have been resolved between the parties, upon admissions made in the Agreed Statement of Fact and Admissions filed (or to be filed) in the proceedings. YLPG has admitted that:
- (a) It has engaged in misleading and deceptive conduct in contravention of s 18 ACL;
  - (b) It has made false or misleading representations in contravention of s 29(1)(b) ACL;
  - (c) It has engaged in conduct that it likely to mislead the public as to the characteristic of advertised services in contravention of s 34 ACL; and
  - (d) Mr Shameer Khan was knowingly concerned in the above contraventions.
- 1.6. As part of the resolution of the proceedings, YLPG has agreed to give this Undertaking to the Commissioner for Fair Trading.

#### **Commencement of this Undertaking**

- 1.7. This Undertaking comes into effect the latter of:
- (a) this Undertaking being executed by YLPG;
  - (b) this Undertaking so executed being accepted by the ACT Commissioner for Fair Trading; and
  - (c) the making of final orders by the Supreme Court in the proceedings (the **Commencement Date**).
- 1.8. Upon commencement of this Undertaking, YLPG undertakes to assume at its own cost the obligations set out in Annexure A for the purposes of section 218 of the ACL.

#### **Undertaking**

- 1.9. YLPG undertakes that it will:
- (a) establish and implement an Australian Consumer Law Compliance Program (**Compliance Program**) in accordance with the requirements set out in Annexure A, being a program designed to minimise YLPG's risk of future breaches of 18, 29(1)(b) and 34 and to ensure its awareness of the



responsibilities and obligations in relation to the requirements of those sections 18, 29(1)(b) and 34 of the ACL; and

- (b) maintain and continue to implement the Compliance Program for a period of three years from the date of this Undertaking coming into effect; and
- (c) provide, at its own expense, copies of any documents required by the Commissioner for Fair Trading in accordance with Annexure A.

### **Acknowledgements**

1.10. YLPG acknowledges that:

- (a) Access Canberra will make this Undertaking publicly available including by publishing it on the Access Canberra register of section 218 undertakings on its website;
- (b) Access Canberra will, from time to time, make public reference to this Undertaking including in news media statements and in Access Canberra publications;
- (c) this undertaking in no way derogates from the rights and remedies available to any other person arising from the alleged conduct, and
- (d) a summary of the Compliance Program review reports referred to in Annexure A of this Undertaking may be held with this Undertaking on the public register.

1.11. If the court is satisfied that the person has breached a term of the undertaking, the court may make all or any of the following orders:

- (a) an order directing the person to comply with that term of the undertaking;
- (b) an order directing the person to pay to the Territory, an amount up to the amount of any financial benefit that the person has obtained directly or indirectly and that is reasonably attributable to the breach;
- (c) any order that the court considers appropriate directing the person to compensate any other person who has suffered loss or damage as a result of the breach;
- (d) any other order that the court considers appropriate.



**Executed as an Undertaking**

Executed by Your Local Plumbing Group Pty Ltd (ACN 605 979 235) pursuant to section 127 of the *Corporations Act 2001*:

[Handwritten Signature]

Signature of Director

[Handwritten Signature]

~~Signature of Director/Company Secretary~~  
Witness

SNAMEER KHAN

Name of Director

Sheenal Chandre

~~Name of Director/Company Secretary~~  
Witness

22/1/20

Date

22-1-20

Date

Accepted by the ACT Commissioner for Fair Trading pursuant to section 218 of the Australian Consumer Law ACT:

[Handwritten Signature]

David Snowden

Commissioner for Fair Trading of the ACT

12-2-20

Date



**ANNEXURE A TO THE COMPLIANCE PROGRAM:**

**AUSTRALIAN CONSUMER LAW COMPLIANCE PROGRAM**

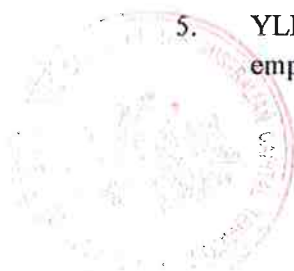
Your Local Plumbing Group Pty Ltd ACN 605 979 235 (YLPG) will establish an Australian Consumer Law Compliance Program (**Compliance Program**) that complies with each of the following requirements:

**Appointment**

1. Within one month of the Commencement Date, YLPG will appoint a director or a senior manager of the business to be responsible for the effective development, implementation and maintenance of the Compliance Program (the **Compliance Officer**).
2. Within two months of the Commencement Date, YLPG will appoint a suitably qualified external compliance professional or legal practitioner with expertise in the Australian Consumer Law (**ACL**) (the **Compliance Advisor**).

**Compliance Policy**

3. Within three months of the Commencement Date, YLPG will issue a policy statement outlining YLPG's commitment to compliance with the ACL (the **Compliance Policy**).
4. YLPG will ensure that the Compliance Policy contains:
  - (a) a statement of commitment to compliance with the ACL;
  - (b) an outline of how the commitment to ACL compliance will be realised by YLPG;
  - (c) a requirement for all staff to report any Compliance Policy related issues and compliance concerns to the Compliance Officer;
  - (d) a clear statement that YLPG will take action internally against any person who is knowingly or recklessly concerned in a contravention of the ACL, and will not indemnify them in the event of any court proceedings in respect of that contravention.
5. YLPG will take all reasonable steps to ensure that its directors, officers and employees are made aware of the Compliance Policy.



### **Compliance Officer training**

6. Within three months of the Commencement Date, YLPG will ensure that the Compliance Officer attends practical training focusing on the ACL and in particular, sections 18, 29(1)(b) and 34 of the ACL.
7. YLPG will ensure that the training is administered by a suitably qualified compliance professional or legal practitioner with expertise in consumer law that focuses on the ACL (**Compliance Advisor**).

### **Complaints handling**

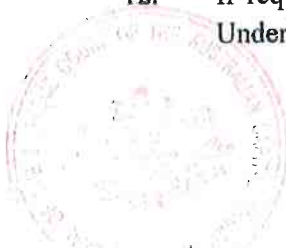
8. Within six months of the Undertaking coming into effect YLPG will develop procedures for recording, storing and responding to consumer complaints (**Complaints Handling System**).

### **Compliance and risk reviews**

9. YLPG will ensure that the Compliance Officer reports to senior management on the continuing effectiveness of the Compliance Program on an annual basis for a period of three years (**Compliance Reviews**).
10. YLPG will ensure that within six months of the Commencement Date, the Compliance Officer will conduct an ACL risk review with the assistance of the Compliance Advisor (**Risk Review**), which sets out in written report:
  - (a) the areas of YLPG's business that are at risk of contravening the ACL;
  - (b) the procedures put in place by YLPG to minimise the risk of it contravening sections 18, 29(1)(b) and 34 of the ACL;
  - (c) any material gaps in YLPG's existing procedures for managing these risks; and
  - (d) recommendations of action to be taken to address these risks.

### **Provision of Compliance Program documents to the Commissioner for Fair Trading**

11. YLPG will maintain a record of, and store, all documents relating to and constituting the Compliance Program for a period not less than three years.
12. If requested by the Commissioner for Fair Trading during the period of the Undertaking, YLPG will, at its own expense, cause to be produced and provided





to the Commissioner for Fair Trading copies of all documents constituting the Compliance Program, including:

- (a) Compliance Policy documents;
- (b) Complaints Handling System documents;
- (c) Compliance Officer training materials; and
- (d) all Compliance Reviews that have been completed at the time of the request.

**Commissioner for Fair Trading recommendations**

13. YLPG will promptly and with due diligence implement the recommendations that the Commissioner for Fair Trading may make which are necessary to ensure that YLPG maintains and continues to implement the Compliance Program in accordance with the requirements of this Undertaking.



