

AGREEMENT AND UNDERTAKING**The Competition and Consumer Protection Commission****-And-****Gintas Kundrotas and G.E.R. Car Sales**

This Agreement and Undertaking (the “Undertaking”) is made by and between the Competition and Consumer Protection Commission (“CCPC”) and Gintas Kundrotas and G.E.R. Car Sales on the date set forth below. The CCPC and Gintas Kundrotas and G.E.R. Car Sales are referred to collectively herein as the “Parties”. The Undertaking of Gintas Kundrotas and G.E.R. Car Sales contained herein is accepted by the CCPC pursuant to section 73 of the Consumer Protection Act 2007 (the “2007 Act”).

WHEREAS:

- A. The CCPC is a statutory body and its functions pursuant to section 10 of the Competition and Consumer Protection Act 2014 (the “2014 Act”) include *inter alia*:
- (i) to promote and protect the interests and welfare of consumers;
 - (ii) to carry out an investigation into any suspected breach of the 2007 Act;
 - (iii) to enforce the 2007 Act;
 - (iv) to encourage compliance with the 2007 Act.
- B. Gintas Kundrotas of Navan, Co. Meath, (“Mr. Kundrotas”) makes available in the course of business used vehicles for sale to consumers. At all material times Mr. Kundrotas was the director of G.E.R. Car Sales, Navan, Co. Meath (“G.E.R. Car Sales”). Mr. Kundrotas and G.E.R. Car Sales are “traders” for the purposes of the 2007 Act.
- C. On 29 June 2018, Mr. Kundrotas, in his capacity as a director of G.E.R. Car Sales, sold a used vehicle to a consumer (“Consumer”) at the trading premises of G.E.R. Car Sales at Navan, Co Meath.(the “Transaction”)
- D. On or about 27 February 2019, the CCPC commenced an investigation in respect of the Transaction.
- E. Following its investigation, the CCPC has reason to believe that Mr. Kundrotas and G.E.R. Car Sales has committed or engaged in a misleading commercial practice prohibited under section 42, as described by sections 43(2) and 43(3)(b)(i) & (vii), and contrary to section 47 of the 2007 Act, namely that Mr. Kundrotas deceived and/or misled the Consumer in relation to the usage and prior history of the Vehicle which caused the Consumer to make a transactional decision they would not have otherwise made .

- F. As a result of the CCPC's investigation, Mr. Kundrotas has agreed to enter into this Undertaking and to give the undertakings set out in paragraph 1 below.

IT IS HEREBY AGREED AS FOLLOWS:

1. Mr. Kundrotas undertakes that he shall: -
 - a) comply with the prohibition on engaging in misleading commercial practices as provided by section 42 of the 2007 Act;
 - b) ensure that he does not commit or engage in misleading commercial practices in the course of his business, as described by sections 43(2) and 43(3)(b)(i) & (vii) of the 2007 Act, to wit, in respect of the geographical origin or commercial origin and its usage or prior history;
 - c) carry out appropriate due diligence on the geographical and commercial origin, usage and prior history of every vehicle offered for sale in the course of trade;
 - d) provide consumers with a correct and accurate odometer reading, full details of any damage or crash, insurance write off and standard of repair and the import status of every vehicle offered for sale by Mr. Kundrotas and/or G.E.R Car Sales in the course of trade;
 - e) maintain a record of the due diligence carried out on the geographical and commercial origin, usage and prior history referred to at c) above for a period of three (3) years from the date of advertisement or the date of sale, whichever is later, of every used vehicle advertised or offered for sale by Mr. Kundrotas and/or G.E.R Car Sales; and
 - f) compensate the consumer by a refund of €500.00 made by way of instalment payment for its completion by December 2021.
2. In consideration of Mr. Kundrotas entering into this Undertaking as set out herein, the CCPC agrees that it will not initiate criminal proceedings or take any further action against Mr. Kundrotas and/ or G.E.R Car Sales in relation to the Transaction. Nothing in this agreement shall be construed so as to impair the CCPC's right to institute civil or criminal proceedings for any matter not specifically described herein.
3. This Undertaking shall be and is intended by the Parties to be a binding agreement. Pursuant to section 73(7) of the 2007 Act, should Mr. Kundrotas and/ or G.E.R Car Sales fail to comply with the terms and condition of the Undertaking, the CCPC may apply to the Circuit Court or the High Court for a prohibition order pursuant to section 71 of the 2007 Act
4. This Undertaking shall be binding on employees, servants and agents of Gintas Kundrotas and G.E.R Car Sales.
5. The terms "and" and "or" as used herein have both conjunctive and disjunctive meanings.
6. This Undertaking will take effect on 21 August 2020.

Dated this 21st day of August 2020

AGREED TO AND ACCEPTED BY:

Signed: _____

Eksteen Maritz

Director for and on behalf of the Competition and Consumer Protection
Commission

Signed: _____

Gintas Kundrotas

Signed: _____

Gintas Kundrotas

For and on behalf of G.E.R Car Sales