

Airdrie**3 July 2025****Sheriff McGlenan A**

The sheriff, having seen and considered the pursuer's motion, number 7/3 of process, and there being no opposition lodged thereto, grants same and in terms thereof:

- (1) Discharges the procedural hearing previously assigned for 10 July 2025;
- (2) Allows parties joint minute to be received and form number 26 of process,
- (3) Interpones authority to said minute in terms thereof;
- (4) Grants an order in terms of crave 1,2,3 and 4 of the Summary Application against the First Defender;
 - (i) Grants an Enforcement Order against the First Defender in terms of Section 217 of the Enterprise Act 2002 that the First Defender or anyone acting on his behalf in the course of his business shall not:-
 - (a) fail to provide a consumer with a written notice of his right to cancel any contract made by the First Defender at the time the contract is made, where the First Defender is obliged to provide such notice in terms of Regulation 10 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCICAC); (b) engage in a commercial practice which is a misleading action because it contains false information and is therefore untruthful as to any of the matters specified in Regulation 5(4) of the Consumer Protection from Unfair Trading Regulations 2008 in contravention of Regulation 3(1) and 3(4)(a) of said Regulations;
 - (c) engage in a commercial practice which is an aggressive practice in terms of Regulation 7 of the Consumer Protection from Unfair Trading Regulations 2008 by:- (i) erecting at a consumer's house at the time a contract is made and within the 14 days cancellation period where a consumer has not signed a waiver negating his cancellation rights; (ii) insisting on cash payments in advance of work done and within the 14 days cancellation period where a consumer has not signed a waiver negating his cancellation rights, thereby significantly impairing or likely to significantly impair the consumers freedom of choice of conduct in relation to the produce concerned in contravention of Regulation 3(1) and 3(4)(c) of the 2008 Regulations.
 - (d) engage in a commercial practice which is misleading omission in terms of Regulation 6 of the Consumer Protection from Unfair Trading Regulations 2008 because it's factual content, taking account of all the features and circumstances of the commercial practice, the commercial practice hides material information in contravention of Regulation 3(1) and 3(b) of the 2008 Regulations;
 - (e) engage in unfair commercial practices by contravening the requirements of professional diligence and thereby materially distorting or being likely to materially distort the economic behaviour of the average consumer with regard to the produce in terms of Regulation 3(1) and (3) of the Consumer Protection from Unfair Trading Regulations 2008;
 - (f) breach contracts with consumers by failing to carry out work within the time agreed, or where no time is agreed within a reasonable time or at all;
 - (g) fail to exercise the requisite level of skill and care of a reasonably confident builder;
 - (h) consent or connive in any conduct or course of conduct specified in the paragraphs above by anybody corporate at which he is (or purports to act as) a Director, Manager, Company Secretary or other similar officer, any partnership (whether a Limited Liability Partnership or not) in which he is a partner and any business in which he has a controlling interest.
 - (ii) Directs the First Defender to comply with Section 217(6) of the Enterprise Act 2002 by:- (a) not continuing or repeating the conduct referred to in the Enforcement Order granted in respect of the above craves, and (b) not engaging in the conduct referred to in the Enforcement Order granted in respect of the above craves in the course of his business or another business;
 - (iii) Grants an order requiring the First Defender to publish any granted enforcement order in such form and manner and to such extent as the court thinks appropriate for the purpose of eliminating any continuing effects of the infringement, under Section 217(8) of the Enterprise Act 2002. (4) To grant an interim Enforcement Order in terms of Section 218 of the Enterprise Act 2002;
 - (iv) Grants an interim Enforcement Order in terms of Section 218 of the Enterprise Act 2002;
- (5) Finds no expenses due to or by either party in respect of the First Defender;

(6) Grants Decree in absence against the Second Defender in terms of craves 1,2,3,4 and 5 of the Summary Application and;

(i) Grants an Enforcement Order against the Second Defender in terms of Section 217 of the Enterprise Act 2002 that the First and Second Defenders or anyone acting on his behalf in the course of his business shall not:-

(a) fail to provide a consumer with a written notice of his right to cancel any contract made by the First and Second Defenders at the time the contract is made, where the First and Second Defenders is obliged to provide such notice in terms of Regulation 10 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (CCICAC); (b) engage in a commercial practice which is a misleading action because it contains false information and is therefore untruthful as to any of the matters specified in Regulation 5(4) of the Consumer Protection from Unfair Trading Regulations 2008 in contravention of Regulation 3(1) and 3(4)(a) of said Regulations;

(c) engage in a commercial practice which is an aggressive practice in terms of Regulation 7 of the Consumer Protection from Unfair Trading Regulations 2008 by:- (i) erecting at a consumer's house at the time a contract is made and within the 14 days cancellation period where a consumer has not signed a waiver negating his cancellation rights; (ii) insisting on cash payments in advance of work done and within the 14 days cancellation period where a consumer has not signed a waiver negating his cancellation rights, thereby significantly impairing or likely to significantly impair the consumers freedom of choice of conduct in relation to the produce concerned in contravention of Regulation 3(1) and 3(4)(c) of the 2008 Regulations.

(d) engage in a commercial practice which is misleading omission in terms of Regulation 6 of the Consumer Protection from Unfair Trading Regulations 2008 because it's factual content, taking account of all the features and circumstances of the commercial practice, the commercial practice hides material information in contravention of Regulation 3(1) and 3(b) of the 2008 Regulations;

(e) engage in unfair commercial practices by contravening the requirements of professional diligence and thereby materially distorting or being likely to materially distort the economic behaviour of the average consumer with regard to the produce in terms of Regulation 3(1) and (3) of the Consumer Protection from Unfair Trading Regulations 2008;

(f) breach contracts with consumers by failing to carry out work within the time agreed, or where no time is agreed within a reasonable time or at all;

(g) fail to exercise the requisite level of skill and care of a reasonably confident builder;

(h) consent or connive in any conduct or course of conduct specified in the paragraphs above by anybody corporate at which he is (or purports to act as) a Director, Manager, Company Secretary or other similar officer, any partnership (whether a Limited Liability Partnership or not) in which he is a partner and any business in which he has a controlling interest.

(ii) Directs the Second Defender to comply with Section 217(6) of the Enterprise Act 2002 by:- (a) not continuing or repeating the conduct referred to in the Enforcement Order granted in respect of the above craves, and (b) not engaging in the conduct referred to in the Enforcement Order granted in respect of the above craves in the course of his business or another business;

(iii) Grants an order requiring the Second Defender to publish any granted enforcement order in such form and manner and to such extent as the court thinks appropriate for the purpose of eliminating any continuing effects of the infringement, under Section 217(8) of the Enterprise Act 2002. (4) To grant an interim Enforcement Order in terms of Section 218 of the Enterprise Act 2002;

(iv) Grants an interim Enforcement Order in terms of Section 218 of the Enterprise Act 2002;

(7) Finds the Second Defender liable to the pursuer in expenses as taxed; allows an account thereof to be given in and remits same, when lodged, to the auditor of court to tax and report.

Sheriff McGlennan
Sheriff

This document has been electronically authenticated and requires no wet signature.