

# CONSUMER PROTECTION ACT

## ARRANGEMENT OF SECTIONS

1 Short Title

### PART I – Preliminary

2 Interpretation

3 Application

4 Criteria for organisations purporting to provide services for Protection of Consumers

### PART II– Establishment and Functions of the Commission

5 Establishment of Consumer Affairs Commission

6 Functions of Commission

### PART III – Administration

7 Complaints made to Commission

8 Discretion not to conduct investigation

9 Power to investigate not precluded

10 Power to summon persons to give evidence

11 Obligations of persons summoned

12 Document to be received as evidence

### PART IV – Duties to Providers vendors and Consumers.

13 Information to consumer

14 Measurements of Goods

15 Receipts to be given to Consumer

16 Warranties

17 Damage resulting from use of service or goods

18 Damaged goods sold to consumers

19 Return of defective goods

20 Return of electrical goods

### PART V - Misleading and Deceptive Conduct, False Representation and Unfair Practices

21 Approved and Non-approved services

- 22 Business offering repair services
- 23 Misleading or deceptive conduct
- 24 False or misleading representation
- 25 Non-delivery of goods or services on contracted date
- 26 Advertising
- 27 Advertised delivery date
- 28 Conditions of demanding and accepting payments.
- 29 Court may order payment of damages or costs.

#### PART VI – Unfair Contracts

- 30 Breach of duty or obligation
- 31 Excluding or restricting liability by contract
- 32 Reliance upon contractual provisions where breached
- 33 Indemnity subject to reasonableness
- 34 Loss or damage from defective goods or negligence of manufacturer
- 35 Effect of obligation
- 36 Satisfying reasonableness where contract terminated
- 37 Reasonableness
- 38 Alternative dispute resolution

#### PART VII ENFORCEMENT AND REMEDIES

- 39 Establishment of Tribunal
- 40 Jurisdiction of Tribunal
- 41 Decisions of Tribunal
- 42 Functions of advisory members
- 43 Appearances
- 44 Power of the tribunal to summon and examine witnesses
- 45 Taking evidence
- 46 No cost allowable
- 47 Procedure of Tribunal
- 48 Registrar
- 49 Orders of the Tribunal
- 50 Consent or connivance
- 51 Cease and desist orders
- 52 Illegality of contracts
- 53 Power to impose conditions
- 54 Application by Director
- 55 Duties of registrar on receipt of application
- 56 Withdrawal of application
- 57 Amendment of hearing

- 58 Adjournment of application
- 59 Constitution of tribunal
- 60 Determination of questions of law
- 61 Determination and orders of tribunal final
- 62 Publication of orders of Tribunal
- 63 Injunction relief
- 64 Actions for damages

#### PART VIII – Miscellaneous

- 65 Goods or services acquired by installment
- 66 Apportionment of payment where service not received
- 67 Vendor purporting to act on Bill of Sale
- 68 Regulations
- 69 Minister to make orders
- 70 Safety and regulations
- 71 Contravention of Safety regulations
- 72 Notices to warn
- 73 Prohibition notice
- 74 Power to obtain information

### CONSUMER PROTECTION ACT

#### A BILL

#### INTITULED

An Act to provide for the promotion and protection of consumer interests, in relation to the supply of goods and the provision of services in order to ensure the protection of life, health and safety of consumers and others, the establishment of a Consumer Affairs Commission and for connected purposes

#### ENACTING CLAUSE

- Short title      1.      This Act may be cited as the Consumer Protection Act, .2004

PART 1- preliminary

Interpretation 2.

(1) In this Act unless the context otherwise requires  
“Acquire” in relation to –

- (a) goods, includes obtaining by way of gift, purchase, or exchange, the taking on lease, hire or hire purchase
- (b) Services, include accepting the provision of Services;

“Advertisement” means any form of communication made to the public or section of the public for the purpose of promoting goods or services and “advertise”: shall be construed accordingly;

“Business” includes a professional practice or any other undertaking that is carried on for gain or reward or in the course of which goods or services are supplied otherwise than free of charge;

“Conditional sale agreement” means an agreement for the Sale of goods under which the purchase price or part thereof is Payable by installments and the property in the goods is to remain in the vendor, notwithstanding that the purchaser is to be in possession of the goods until the fulfillment of such conditions as to payment of installments or otherwise as may be specified in the agreement;

“Consumer” in relation to –

- (a) any goods, means any person who acquires or wishes to acquire goods for his own private use or consumption; and
- (b) any services or facilities, means any person who employs or wishes to be provided with the services or facilities otherwise than for the purposes of any business of that person;
- (c) any accommodation, means any person who wishes to occupy the accommodation otherwise than for the purposes of any business of that person;

“Document” includes electronic records;

“Goods” or “articles” include all kinds of property other than real property, securities, money or things in action;

“guarantor” in relation to a person to or for whom goods or services are supplied, includes a person who undertakes to indemnify the vendor or provider against any loss which he may incur in respect of the supply of the goods or provision of the services to or for that person;

“hire-purchase agreement” means an agreement for the bailment of goods under which that bailee may buy the goods, or under which the property in the goods will or may pass to the Bailee according to conditions specified in a hire-purchase agreement;

“Negligence” includes the breach –

- (a) of any obligation, arising from the expressed or implied terms of a contract, to take reasonable care to exercise reasonable skill in the performance of the contract;
- (b) Of any common law duty to take reasonable care or exercise reasonable skill in the performance of a contract.

“Provider” means a person providing a service;

“Services” does not include employment services or those related to the media;

“Vendor” mean a seller of goods or services.

(2) In this Act a reference to –

- (a) the acquisition of goods includes a reference to the acquisition of property in, or rights in relation to, goods in pursuance of a supply of the goods;
- (b) the supply of acquisition of goods or services includes a reference to an agreement to supply or acquire goods or services;
- (c) The supply of acquisition of services includes a reference to the supply of acquisition of goods or services together with other property or other services or both.

(3) For the purpose of this Act –

- (a) it is immaterial whether any person supplying goods or services has a place of business in Guyana;

- (b) any goods or services supplied wholly or partly outside Guyana, if they are supplied in accordance with arrangements made in Guyana, whether orally or by delivery or documents in Guyana or correspondence posted from and to addresses in Guyana, shall be treated as goods supplied to or services supplied to or services supplied for, persons in Guyana
- (c) in relation to the supply of goods under a hire-purchase agreement, credit sale agreement or conditional sale agreement, the person conducting any antecedent negotiations and the owner or vendor shall be treated as a person supplying or seeking to supply the goods;
- (d) any reference to –
  - (i) a person to or for whom goods or services are supplied shall be construed as including a reference to any guarantor of that person;
  - (ii) the terms or conditions on or subject to which goods or services are supplied shall be construed as including a reference to the terms or conditions on or subject to which any person undertakes to act as such a guarantor;
- (e) Goods or services supplied by a person carrying on a business shall be taken to be supplied in the course of that business if payment for the supply of the goods or services is made or required by law or otherwise, to be made.

(4) In this Act, “the provision of services” does not include the rendering of any services under a contract of employment but, subject to that exception, includes –

- (a) the undertaking and performance for gain or reward of engagements for any matter other than the supply of goods; and
- (b) Both the rendering of services to order and the provision of services by making them available to potential users.

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| Application.  | 3. This Act shall apply to all persons involved in trade whether through the purchasing or vending of goods or services.  |
| Criteria for Organisations<br><br>Purporting to provide services for protection of Consumers. | <p>4. Any organization purporting to provide services for the protection of consumers shall be a duly registered, non-profit organization the purpose of which is to -</p> <ul style="list-style-type: none"> <li>(a) promote and protect consumer rights;</li> <li>(b) represent the collective interests of consumers before judicial or administrative bodies;</li> <li>(c) represent consumers' interests to government and enterprises supplying or distributing goods or providing services;</li> <li>(d) Collect, process and disseminate objective information for the benefit of consumers.</li> </ul> |

PART II – Establishment and Function of  
The Commission

- |   |  |
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| Establishment of Consumer Affairs Commission. | <p>5. (1) There is hereby established for the purpose of this Act a body to be called the Consumer Affairs Commission (hereinafter in this Act referred to as the Commission).</p> <p>(2) The provisions of the First Schedule shall have effect as to the constitution of the Commission and otherwise in relation thereto.</p> |
| Function of Commission                        | <p>6. (1) Subject to subsection (3), the Commission shall –</p> <ul style="list-style-type: none"> <li>(a) carry out, at the request of a consumer who has been adversely affected, such investigations in relation to the sale of goods or the provision of</li> </ul>  |

services as will enable it to determine whether the goods were sold or the services were provided in contravention of this Act and thereafter to make such report and recommendations in connection therewith as it thinks fit to the Minister;

- (b) carry out, on its own initiative, such other investigations in relation to the availability of goods of any class or description as it thinks fit and make such report and recommendations as it thinks fit to the Minister;
- (c) promote the development of organisations formed for the protection of the consumer to ensure that they fulfill the criteria listed in section 4;
- (d) collect, compile and analyse information in relation to any trade or business;
- (e) provide information to consumers on their rights as consumers and to enable them to make informed choices;
- (f) implement education programmes for the benefit of consumers and vendors or providers; and
- (g) Carry out such other functions as the Minister may assign to the Commission from time to time.

(2) Subject to the provisions of this Act, the Commission may, for the purpose of exercising or discharging any of its functions under this Act, do anything and enter into any transaction which, in the opinion of the Commission, is necessary to ensure the proper or discharge of its functions.

(3) The Commission shall investigate, in the manner provided in section 7 to 12, any action alleged to have been taken by a vendor or provider by virtue of which the complainant has been adversely affected.

### PART III – Administration

Complaints  
any made to the  
Commission.

7. (1) A complaint to the Commission may be made by person or body of persons, whether incorporated or not, who claims to have been adversely affected in relation to the acquisition of goods or services.
- (2) Where the complainant –
- (a) is a minor, the complaint may be made by his parent or guardian or any suitable person;
- (b) Is unable to act for himself by reason of infirmity or any other cause or has died, the complaint may be made by a member of his family or any other suitable person or his personal representative.
- (3) Every complaint to the Commission shall be made in writing
- (4) Where litigation is contemplated by the complainant in relation to a complaint that was not in writing, the Commission shall require the complainant to produce a written version of the complaint signed by the complainant.

Discretion  
not to  
conduct  
investigation.

8. (1) The Commission may determine whether to undertake or continue an investigation under this Act and in particular, but without prejudice to the generality of the foregoing, may refuse to undertake or continue any investigation if it is of the opinion that –
- (a) the subject- matter of the complaint is trivial;
- (b) the complaint is frivolous or vexatious or not made in good faith;
- (c) the complainant has delayed for too long the making of his complaint;
- (d) the complainant does not have a sufficient interest in the subject matter of the complaint;

- (e) the subject matter of the complaint should more appropriately be dealt with by another body or another forum ; or
- (f) Having regard to all the circumstances of the case, no investigation or further investigations is necessary.

(2) Where the Commission decided not to undertake or continue the investigation of a complaint, it shall, in writing, inform the complainant of that decision and give reasons therefor.

Power to investigate not precluded

9. (1) The Commission shall not be precluded from conducting an investigation in respect of any matter by reason only that it is open to the complainant to apply to the court for redress under any other enactment.
- (2) If any question arises as to whether the Commission has jurisdiction to investigate any case or class of case under this Act, the Commission may apply to the Court for a declaration determining that question.

Power to summon persons to give evidence.

10. (1) The Commission shall have power to summon any person to attend before the Commission in relation to an investigation being conducted by it and to give evidence to produce any document in the possession or under the control of that person.

(2) A summons under his section –

Second Schedule

- (a) shall be in the form prescribed in the Second Schedule; and
- (b) May be served by a constable, bailiff or an Officer of the Commission so authorised.

Obligations of persons summoned.

11. (1) All persons summoned to attend and give evidence or to produce a document before the Commission shall be –
- (a) entitled, in respect of such evidence or the disclosure of any communication or the production of any such document, to the same right or privilege as before a court.

(b) Entitled to be paid their expenses, including traveling expenses, at the rates prescribed for witnesses who are entitled to have their expenses paid from public fund.

(2) The Commission may, if it thinks fit, disallow the whole or any part of any expenses referred to in subsection (1) (b).

(3) Any person who –

(a) without sufficient cause, fails or refuses to attend before the Commission in obedience to a summons under this Act, or fails or refuses to produce any document which he was required by such summons to produce;

(b) being a witness, leaves the Commission without the permission of the Commission;

(c) being a witness, refuses, without sufficient cause, to answer any question put to him by or with the permission of the Commission; OR

(d) willfully obstructs or interrupts the proceedings of the Commission,

Shall be liable on summary conviction to a fine not exceeding 500,000 dollars or in default of payment thereof to imprisonment for a term not exceeding 2 years.

Document to be received evidence.

12. In all legal proceedings any document produced to the Commission pursuant to section 10 shall be received as prima facie evidence of the truth of the statements as contained therein.

#### PART IV – Duties of Providers, Vendors and Consumers

Information to consumers

13. (1) At any time before payment is made for any goods (whether sold as used or unused) a vendor shall provide all information in English language to the consumer concerning the goods being sold, including, where applicable, the origin, price, care, terms, components,

hazards, proper use, assembling, installation, weight and size.

(2) Where the consumer believes that he fully understands the information given as to the matters specified in subsection (1), the vendor shall require the Consumer to sign a statement to the effect that the information was given to the consumer and the consumer understands.

(3) Where a vendor fails to comply with subsections (1) and (2) he shall, notwithstanding anything to the contrary in the warranty document, be responsible for any damage done to the goods by the consumer that can be directly attributed to the consumer's lack of information.

Measurements of goods.

14. (1) A consumer shall at all times be entitled to check the weight, volume or other measurement of any goods that he intends to purchase where the price thereof is materially affected or determined by the weight, volume or other measurement thereof.
- (2) For the purpose of subsection (1) a vendor of any article that is sold by reference to its weight, volume or other measurement shall provide, for use by the consumer at the time of purchase, appropriate measurement standards in accordance with any applicable law in force for the time being.
- (3) Subject to subsection (4), a vendor commit an offence if in selling or purporting to sell any goods by weight or other measurement or by number, he delivers or causes to be delivered to the consumer, a lesser quantity than that purported to be supplied or that corresponds with the price charged.
- (4) Subsection (3) shall not apply where the lesser quantity provided to the consumer by the vendor may reasonably be regarded as a trivial amount.

Receipt to be given to a consumer

- 15 (1) Where a consumer purchase goods or services from a vendor or provider, the vendor or provider shall give to the consumer a receipt showing-

- (a) the amount paid by the consumer;
  - (b) the date on which the purchase is made;
  - (c) a description of the goods or services sold;  
and
  - (d) such other information as may be prescribed.
- (2) At any time subsequent to the purchase, the receipt issued by the vendor or provider shall be adequate proof of the purchase of the goods or services and may be used for the purposes of refund in any of the circumstances specified in this Act.
  - (3) A vendor or provider who contravenes subsection (1) commits an offence and is liable on summary conviction to a fine not exceeding 500,000 dollars or to imprisonment for a term not exceeding 2 years or to both such fine and imprisonment.

Warranties.

- 16. (1) A provider or vendor shall issue explicit warranties in relation to his goods or services, as the case may be, whether the goods are new or used and whether the service offered is the repair of any appliance, furniture, equipment or other good.
- (2) Any warranty given by the manufacturer (whether local or foreign) and attached to any goods or services sold or provided, as the case may be, shall be deemed to extend to the vendor or provider, who shall be liable to the consumer in relation to such warranty.
- (3) Where a vendor or provider is liable only for the free replacement of parts under a warranty agreement, the vendor or provider shall not require the consumer to use the services of the vendor or provider in effecting the repairs to the equipment.
- (4) Implied warranties in the absence of explicit warranties, shall apply to the sale and repair of all goods.

- Damage Resulting From use of Service or Goods.
- (5) In the absence of an explicit warranty, then, subject to the standard conditions of warranties, an implied warranty of six months on parts and labour shall attach to the transaction.
- (17) (1) Subsection (2) applies in any case where a vendor or provider-
- (a) undertakes to provide a consumer with an article or a service upon payment of a fee therefor
  - (b) Provides the declared benefit attached to the service or use of the article; and
  - (c) inadvertently causes bodily injury or pecuniary loss to be sustained by the consumer, independent of all other causes or contributory negligence.
- (2) The vendor or provider shall be liable in damages to the consumer and shall, upon presentation of a sustained claim by the consumer –
- (a) under take to pay the consumer all reasonable costs incurred or to be incurred by the consumer in correcting the damage so caused; and
  - (b) initiate all such compensation within a period not exceeding seven days after the complaint is received at the registered, regional or local offices of the vendor or provider
- (3) A vendor or provider shall not be relieved of liability if –
- (a) The consumer fails to avail himself of some other article or service that may be recommended by the vendor or provider of the primary article or service as a supplementary or complementary article or service; or

(c) He has provided complementary articles or services which fail to function or cause damage or other loss.

(4) A vendor or provider who contravenes subsection (2) or (3) commits an offence and is liable on summary conviction to a fine not exceeding 500,000 dollars.

Damaged goods sold to consumer

18 (1) A vendor shall be responsible for replacement or repair, at no cost to the consumer, any article that, in the absence of any apparent negligence or abuse by the consumer, and subject to the standard conditions of warranties within the comprehensive warranty period, fails to provide to the consumer the benefit and uninterrupted enjoyment for which it was intended.

(2) The vendor shall, in the event of repair of the article referred to in subsection. (1) -

(a) return the article to the consumer in a fully repaired and functional state within fourteen days of receipt thereof for replacement or repair; or

(b) If it is not to the consumer within that period, provide the consumer with a temporary substitute of comparative value for the consumer's uninterrupted use and enjoyment until such time as the consumer's article is replaced or repaired and returned.

Return of defective goods.

(19) (1) Subject to subsections (3) and (4), where a consumer is encouraged to acquire goods by the vendor's declaration and description of the goods and the consumer subsequently discovers that those goods are defective in a material particular from that intended to be purchased, the consumer may return those goods to the vendor.

(2) The vendor shall immediately offer to the consumer, in exchange for the returned good, monetary compensation to the value of the goods or such other amount as may be agreed between the consumer and vendor.

(3) Refunds on goods to a vendor pursuant to subsection (1) shall only be made where the goods

are returned to the vendor in the condition in which they were purchased or with minimal damage resulting from reasonable exposure in the normal course of the consumer's use of the goods prior to discovery of the material difference between the goods received and the goods that the consumer requested.

- (4) A consumer who acquires an article in every way is similar or identical to the one requested or described and declared by the vendor shall not be entitled to a refund if, having left the place from which the vendor sold the article, the consumer for any reason decides that he no longer wants it.

Return of electrical goods

- (20) (1) Subsection (2) shall apply in any case where-
  - (a) a consumer purchases any electrical article, believing it to be fully functional and operational; and
  - (b) Upon attempting to use it, the consumer discovers that it is faulty or non-functional.
- (2) The consumer shall, upon returning the article to the vendor, be entitled to-
  - (a) an exchange, free of cost, of the faulty article for a new and similar article that is functional; or
  - (b) a refund of the amount paid for the article, if the vendor is unable to establish that it was damaged as a direct result of the consumer's actions

Approved services

- (21) (1) A provider shall only provide such services as are approved by the consumer and shall require a consumer to sign an open ended commitment to pay for services which, in addition to those contracted may, in the provider's opinion, be necessary or appropriate.
- (2) A provider who offers a repair service shall –

- (a) disclose to the consumer any additional related repairs that he deems necessary for the consumer to enjoy reasonably long and uninterrupted use of the repaired article; and
- (b) obtain a written indemnity from the consumer if the consumer chooses not to require the provider to effect the recommended repairs.

Business Offering Repair Services.

(22)

Business which offer repair services to consumers shall keep records stating –

- (a) The consumer’s name, address and telephone number;
- (b) A reasonably accurate description of the article to be repaired including any identification number or mark;
- (c) the article’s replacement value in its present state as agreed with the consumer;
- (d) an estimate of the labour and other costs to be paid by the consumer in respect of the repairs to be effected;
- (e) the date on which the article –
  - (i) is received for repair, and
  - (ii) will be ready for delivery, and a copy of such information shall be given to the consumer before the repairs are commenced.

PART V – Misleading and Deceptive Conduct, False Representations and Unfair Practices

Misleading or Deceptive Conduct

23.

- (1) No person shall, in the course of trade, engage in conduct that is misleading or deceptive or is likely to mislead or deceive.
- (2) No person shall, in the course of trade, engage in conduct that is likely to mislead the public as to the nature, manufacturing process, characteristics, suitability for a purpose or quantity of goods or services, as the case may be.

- (3) Any person who contravenes subsection (1) and (2) commits an offence is liable on summary conviction to a fine not exceeding 500,000 dollars or imprisonment for a term not exceeding 3 years or to both such fine and imprisonment.

False or misleading promotion representation

24

- (1) No person shall, in the course of trade, in connection with the supply or possible supply of goods or services or the by any means of the supply or use of goods or services -
- (a) Falsely represent that
- (i) The goods are of a particular kind, standard, Quality, grade, quantity, composition, style, or model, or have had a particular previous use; or
  - (ii) Services are a particular kind, standard, quantity, or quantity, or that they are supplied by any particular person or by persons of a particular trade, qualification or skill;
  - (iii) a particular person has agreed to acquire goods or services as a means of inducing acquisition of those goods and services;
  - (iv) Goods are new or reconditioned, or were manufactured, produced, processed, or reconditioned at a particular time;
  - (v) Goods or services have any sponsorship, approval, endorsement, performance characteristics, accessories, uses or benefits; or
  - (vi) A person has any sponsorship, approval, endorsement, or affiliation;
- (b) Make a false or misleading representation with respect to -
- (1) the price of any goods or services;
  - (2) the need for any goods or services;
  - (3) the existence, exclusion, or effect of a condition, warranty, guarantee, right or remedy; or
  - (4) The place of origin goods.

(2) Any person who contravenes subsection (1) commits an offence and is

liable on summary conviction to fine not exceeding 500,000 dollars or imprisonment for a term not exceeding 2 years or both such fine and imprisonment.

- Non-delivery Of goods or Services 25. (1) Where it can be proven that a vendor or provider –
- (a) has fraudulently contracted to provide goods or
  - (b) pursuant to that contract, has received a deposit in cash or kind; and
  - (c) on the contracted delivery date, fails to deliver such goods or services or demonstrate that such goods or services are in a reasonably advanced state of production,

that vendor or provider, as the case may be, shall be liable to be prosecuted in relation thereto.

(2) A vendor or provider who is convicted of an offence under subsection (1) is liable to a fine not exceeding 500,000 dollars or imprisonment for a term not exceeding 2 years or to both such fine and imprisonment.

- Advertising (1) No person shall in the course of trade, advertise for supply, at a specified price, goods or services which that person –
- (a) does not intend to offer for supply; or
  - (b) does not have reasonable grounds for believing can be supplied by that person at that price for that period that is, and in quantities that are, reasonable having regard to the nature of the market in which the person carries on business and the nature of the advertisement.
- (2) Any person who has advertised goods or services for supply at a specified price shall offer such goods or services for supply at that price for a period that is, and in quantities that are, reasonable having regard to the nature of the market in which the person carries on business and the nature of the advertisement.
- (3) Any person who contravenes subsection (1) commits an

offence and is liable on summary conviction to a fine not exceeding 500,000 dollars or imprisonment for a term not exceeding 3 years or to both such fine and imprisonment..

- Advertised Delivery Date. 27. (1) An advertised delivery date for new, used and repaired goods shall form part of the contractual agreement between the vendor or provider and the consumer.
- (2) Where a provider or vendor fails to meet the advertised delivery date the vendor or provider, as the case may be, shall refund to the consumer all monies paid, plus an amount equal to 20 per cent of the amount deposited each week that the goods are not delivered commencing after a period of not more than 14 days after the advertisement.
- (3) Any vendor or provider who has advertised a completion or delivery date, and has obtained from the consumer a deposit in cash or kind or both, against the provision of the goods or service, may elect to terminate the contract within seven days after the receipt of the deposit and in such a case, shall refund the deposit received.
- Conditions demanding and accepting payment. 28. No person shall demand or accept payment or other form of compensation for goods or services, if at the time of the demand or acceptance, that person –
- (a) does not intend to supply the goods or services;
- (b) intends to supply goods or services which are materially different from the goods or services in respect of which the payment or other compensation is demanded or accepted; or
- (c) does not have reasonable grounds to believe that the goods or services will be supplied within any specified period, or if no period is specified, within a reasonable time.
- Court may order payment of damages or costs 29. Upon the conviction of a provider or vendor of an offence under Section 28 the Court may order that provider or vendor –
- (a) to make to the consumer, restitution of any deposit made by the consumer;

(b) to pay to the consumer, by way of damages, a sum representing the costs incurred by that consumer as a result of the offence; and

(c) to pay to the Commission such sum as represents the costs incurred in relation to the prosecution of the offence.

#### PART VI – Unfair Contracts

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| Breach of duty or obligation                    | 30. | In relation to any breach of duty or obligation, it is immaterial for any purpose of this Part whether the breach was inadvertent or intentional, or whether liability for it arises directly or vicariously.  |
| Excluding or restricting liability by contract. | 31. | <p>(1) A person shall not by reference to-</p> <ul style="list-style-type: none"><li>(a) any term of a contract;</li><li>(b) a notice given to persons generally; or</li><li>(c) particular persons, exclude or restrict his liability for death or personal injury resulting from negligence.</li></ul> <p>(2) In the case of other loss or damage, a person shall not so exclude or restrict his liability for negligence except in so far as the term or notice satisfies the requirement of reasonableness as provided for in section 37.</p> <p>(3) Where a term of a contract or notice purports to exclude or restrict liability for negligence, the fact that a person agrees with it or so aware of it is not of itself to be taken as indicating his voluntary acceptance of any risk.</p> |
| Reliance upon contract; or                      | 32. | <p>No party to a contract shall –</p> <ul style="list-style-type: none"><li>(a) exclude or restrict his liability in respect of a breach of</li><li>(b) Claim to be entitled to render -</li></ul> <ul style="list-style-type: none"><li>(i) A contractual performance substantially different from that which was reasonably expected of him;</li></ul> <p style="text-align: center;">or</p>   |

(ii) No performance in respect of the whole or any part of his contractual obligation, except in so far as the contract term satisfies the requirement of reasonableness.

Indemnity subject to reasonableness. 33. A consumer shall not by reference to any term of a contract be made to indemnify another person (whether a party to the contract or not) in respect of liability that may be incurred by the other person for negligence or breach of contract, except in so far as the term of the contract satisfies the requirement of reasonableness.

Loss or damage from defective goods or negligence of manufacturer. 34. (1) In the case of goods of a type ordinarily supplied for private use; or consumption, where loss or damage –  
(a) Arises from the goods proving defective while in consumer use; and  
(b) Results from the negligence of a person concerned in the manufacture or distribution of the goods, liability for the loss or damage shall not be excluded or restricted by reference to any contract term or notice contained in or operating by reference to, a guarantee of the goods.  
(2) For the purposes of this section –  
(a) goods are to be regarded as being in consumer use when a person is using them, or is in possession of them for use, otherwise than exclusively for the purposes of business; and  
(b) anything in writing is a guarantee if it contains or purports to contain some promise or assurance (however worded or presented) that defects will be made good by complete or partial replacement, or by repair, monetary compensation or otherwise.

Effect of obligation. 35. Liability for breach of the obligations arising from any provision in an enactment relating to any implied condition or implied warranty in relation to goods shall not be excluded or restricted by reference to any contract term.

Satisfying 36. (1) Where, for the purpose of reliance upon it, a

reasonable-  
ness where  
contract is  
terminated

contract term has to satisfy the requirement of reasonableness, it may be found to do so and be given effect accordingly notwithstanding that the contract has been terminated either by breach or by a party electing to treat it as repudiated.

- (2) Where on a breach the contract is nevertheless affirmed by a party entitled to treat it as repudiated, such affirmation does not of itself exclude the requirement of reasonableness in relation to any term of a contract.

Reasonable- 37  
ness.

- (1) For the purpose of this Part and Section 40, the requirement of reasonableness in relation to a contract term, is that the term is a fair and reasonable one to be included having regard to the circumstances which were, or ought reasonably to have been, known to or in the contemplation of, the parties when the contract was made.
- (2) The requirement of reasonableness in this Act in relation to a notice (not being a notice having contractual effect), is that the notice should be fair and reasonable to allow reliance on it, having regard to all the circumstances obtaining when the liability arose or (but for the notice) would have arisen.
- (3) Subsection (4) applies in any case where, by reference to a contract term or notice, a person seeks to restrict liability to be a specified sum of money, and the question arises (under this or any other Act) as to whether the term or notice satisfies the requirement of reasonableness.
- (4) Regard shall be had in particular (but without prejudice to subsection (2) in the case of a contract term to –
- (a) the resources which the person could expect to be available to him for the purpose of meeting the liability if it arises; and
  - (b) the extent to which it was open to that person to cover himself by insurance
- (5) The onus of proving that a contract term or notice satisfies the requirement of reasonableness lies on those persons who claim that it does.

Alternative 38. Any written contract formed between a consumer and a

dispute resolution vendor may include a clause providing for the parties to attempt to settle their disagreement through mediation by the Commission before taking the matter to court

## **ENFORCEMENT AND REMEDIES**

<b>Establishment of Tribunal.</b>	<b>39</b>	(1) For the purposes of this Act, there is hereby established a Tribunal to be known as the Consumers Fair Trading Tribunal.
Schedule	(2)	The Schedule has effect with respect to the composition of the Tribunal and otherwise in relation thereto.
Jurisdiction of Tribunal	40.	(1) Subject to this Part the Tribunal has all the powers and authority vested in the High Court in the exercise of its civil Jurisdiction.  (2) The Chairman, an advisory member or the Registrar shall not enter upon the duties of his office unless he has taken and subscribed the oath of office set out in the Constitution before a His Excellency the President of Guyana.
Decisions Of Tribunal	41	(1) Subject to subsection (2), the Chairman alone shall decide all questions of law and of fact and shall make all decisions and give all directions required to be made or given by the Tribunal and any decision, determination or direction of the Chairman shall be deemed to be a decision, determination or direction of the Tribunal.  (2) Where a question of Law arises in proceedings before the tribunal the Chairman may, if he thinks fit (whether on application made by any party to the proceedings or not), reserve the question in the form of a special case for the opinion of the Court of Appeal.
Functions Of Advisory Members.	42	The Advisory members shall not participate in the making of any decision or determination or the giving of any direction by the Tribunal, but-

			<ul style="list-style-type: none"> <li>(a) may assist the Chairman in any way he may require in carrying out the functions of the Tribunal; and</li> <li>(b) may advise the Chairman on any matter other than a question of law</li> </ul>
Appearance	43		<p>A party to any proceedings before the tribunal may appear and be heard</p> <ul style="list-style-type: none"> <li>(a) In person</li> <li>(b) By counsel; or</li> <li>(c) With leave of the Tribunal by any other person approved by the Tribunal.</li> </ul>
Power Of the Tribunal To Summon And Examine Witnesses	44	(1)	<p>The tribunal shall have the power of a judge of the High Court to summon witnesses, and to call for the production of books plans and other documents, and to examine witnesses and parties concerned under oath.</p>
		(2)	<p>A summons for the attendance of a witness or other person, or the production of documents, shall be in such form as may be prescribed by the Minister by regulations, shall be signed by the Registrar and shall be served in the same manner as a notice.</p>
		(3)	<p>Every person summoned to attend and give evidence, or to produce books, or documents at any sitting of the Tribunal, shall be bound to obey the summons served him as fully in all respects as a witness is bound to obey a subpoena issued from the High Court, and shall be entitled to like expenses as if he had been summoned to attend the High Court on a civil trial and such expenses shall be paid by the party summoning the witness.</p>
		(4)	<p>Every person, referred to in subsection (3), refusing or omitting, without sufficient cause, to attend at the time and place mentioned in the summons served on him, and every such person attending but leaving a</p>

sitting of the Tribunal without the permission of Chairman or refusing without sufficient cause to answer, or answer fully and satisfactorily to the best of his knowledge and belief, all questions put to him by the Chairman or refusing or omitting without sufficient cause to produce any book or documents in his possession or under his control and mentioned or referred to in the summons served on him, and every person who shall, at any sitting of the Tribunal, willfully insult the Chairman, any advisory member or the Registrar or willfully interrupt the proceedings of the Tribunal shall be liable on summary conviction to a fine of 500,000 dollars and to imprisonment for six months.

- (5) Any witness, who willfully gives false evidence in any proceedings before the Tribunal concerning the subject matter of the proceedings, shall be guilty of perjury and shall be liable to be prosecuted and punished accordingly.

Taking  
Evidence

45. Evidence material to any proceeding before the Tribunal –
- (a) may be given orally or in writing; and
  - (b) shall, if the Tribunal so requires, be given under oath or affirmation

No costs  
Allowable.

46. Costs shall not be allowed to or against any party to Proceedings before the Tribunal .

Procedure  
Of  
Tribunal

47. Subject to this Act and to the Rules of Court the Tribunal may regulate its own procedure and may make rules for that purpose.

Registrar

48. (1) There shall be appointed a Registrar of the Tribunal and such other staff as are necessary for the purpose of this Act.
- (2) The registrar shall keep a register containing the particulars of all proceedings before the Tribunal and

of all determinations and orders made by the Tribunal.

- (3) The register kept by the Registrar pursuant to subsection (2) may be inspected at any reasonable time and by any person on demand.

Orders  
Of the  
Tribunal  
issue an order

- 49. (1) Where the Tribunal is satisfied that a supplier has engaged in conduct that contravenes any provision of this Act or the regulations made thereunder, it may prohibit the supplier from engaging in such conduct.
- (2) In addition to making an order under subsection (1) the Tribunal may, if it appears desirable to do so, by order prohibit the supplier from entering in the course of business into contracts with consumers unless the contracts are in such form or comply with such terms and conditions as the Tribunal may specify .
- (3) Where on the hearing of an application it appears to the Tribunal desirable to do so, the Tribunal may make an interim order-
  - (a) prohibiting the supplier from engaging in such conduct as is complained of in the application;
  - (b) prohibiting the supplier from entering into contracts with consumers unless the contracts are in such form or comply with such terms and conditions as the Tribunal specifies.

Consent or  
Connivance

- 50 Where the Consumer Director makes an application to the Tribunal for an order in respect of a supplier who is a body corporate and on the hearing of that application the Tribunal is satisfied-
  - (a) That the supplier has repeatedly contravened any provision of this Act; and
  - (b) That conduct has been so engaged in with the consent or connivance of a person who is concerned or takes part in the management of that body corporate, it may, in addition to any order it may make under section 57 or 59, make an order prohibiting that person

from consenting to or conniving at the engaging in such conduct by that body corporate or any other body corporate in which he holds a management position.

- |                             |     |     |  |
|-----------------------------|-----|-----|--|
| Cease and Desist Orders.    | 51. | (1) | The Tribunal may in any proceedings under this Act where it considers it desirable to do so, make an order referred to as a cease and desist order, restraining the supplier from engaging in the conduct complained of.   |
|                             |     | (2) | A supplier who contravenes the provisions of a cease and desist order is guilty of an offence.   |
| Illegality etc Of contracts | 52. | (1) | Subject to this section, a contract entered into by a supplier is not illegal, void or unenforceable by reason only that it contravenes or does not comply with an order of the Tribunal.<br><i>[it may still be legal and enforceable even if it contravenes an order of this Tribunal, and said contract would require other, stronger criteria to make it void]</i>                                 |
|                             |     | (2) | A party to any contract who contravenes or does not comply with an order of the Tribunal may at any time within three months after the date on which the contract was entered into make application in the prescribed form to the Tribunal for an order under subsection (3) in respect of that contract.  |
|                             |     | (3) | Where on the hearing of an application under subsection (2), it appears to the Tribunal desirable to do so, the Tribunal may make an order declaring that the contract or any term therein to which the application relates is void and the Tribunal may make an order that any goods, chattels, moneys or other consideration delivered by or on behalf of any party to the contract are recoverable. |
| Power to Impose Conditions  | 53. |     | Where the Tribunal makes an order it may impose in such order, conditions (whether as to the duration of the order or otherwise) as it thinks fit.   |
| Application By Director     | 54  | (1) | The Consumer Director may make an application in the prescribed form for an order under subsection (2) (a) or (b).   |

- (2) Where on the hearing of an application under subsection (1) it appears to the Tribunal desirable to do so, the Tribunal may make one of the following orders as it considers appropriate, that is
  - (a) an order discharging the order previously made by the Tribunal; or
  - (b) an order varying the order previously made by the Tribunal in any specified particular
- (3) In subsection (2) the reference to orders previously made by the Tribunal includes a reference to such orders as varied by the Tribunal pursuant to this section.

Duties of Registrar  
On receipt  
Of application

55

Where any person makes an application to the Tribunal under this Act the Registrar shall –

- (a) cause notice of the application and its particulars to be given, as soon as is practicable, to-
  - (b) in the case of an application made by the Consumer Director, the supplier against whom the application is made;
    - (i) in the case of an application made by a party to a contract under section 60 (2), the other party to the contract; and
    - (ii) in the case of application made by the consumer Director under section 62, the person in respect of whom the Tribunal has previously made the orders; and
  - (c) arrange a day, time and place for the hearing of the application and shall cause notice of that day, time and place to be given to the applicant and to any other person to whom notice is required to be given under paragraph (a) at least ten clear days before the date of the hearing of the application

Withdrawal  
Of  
Application

56

- (1) Any person who makes an application to the Tribunal may at any time prior to the final determination by the Tribunal of that application and whether before or after the Tribunal has entered upon a hearing of the application withdraw that application.

		(2)	Where the Consumer Director withdraws an application made by him after the Tribunal has entered upon a hearing of that application, any order made by the Tribunal shall cease to have effect and shall be deemed never to have had effect.
Amendment Of Application	57		The Tribunal may, at any time in the course of proceedings before it, make such amendment to the application to which the proceedings relate as it thinks fit, whether at the request of the person who made the application or of its own motion with the approval of that person.
Adjournment Of hearing.	58	(1)	The Tribunal may from time to time adjourn the Hearing of an application to such times and places and for such purposes as it considers necessary.
		(2)	The Registrar shall cause notice of the time and place to which the hearing of an application is adjourned to be given as soon as is practicable to any person to whom notice of the application was given by the Registrar under section 63 (a) and who was present or represented at the hearing when the tribunal granted the adjournment.
Constitution Of Tribunal	59	(1)	The Tribunal shall, at all times throughout the hearing of an application made to it, be constituted by the same Chairman and advised by the same advisory members.
		(2)	If the hearing of the Tribunal of any application is interrupted before the final determination of the application by the death incapacity, removal or resignation of any of the advisory members who constitute the Tribunal, the hearing of the application shall unless the Chairman (of his own motion or on the application of any party to the proceedings) otherwise orders, be re-commenced before a newly constituted Tribunal.
Determination Of Questions Of Law	60	(1)	The Court of Appeal shall give its opinion on a question of Law referred to it under section 49 (2)
		(2)	Where a question of law arising in proceedings before the Tribunal has been reserved for the opinion of the Court of Appeal the Tribunal shall not-

- (a) make a decision to which the question is relevant until the Court of Appeal has given its opinion on the question of law; or
  - (b) proceed in a manner or make a decision that is inconsistent with the opinion of the court of Appeal on the question of Law
- (3) Where a question of law arises in proceedings before the Tribunal and is not reserved for the opinion of the Court of Appeal under section 49 (2), a party to the proceedings may appeal to the Court of Appeal against the determination of that question of law and if such party does so appeal he shall within a period of twenty-eight days give notice in writing of such appeal and of the grounds thereof to the other party or to any person who appeared for that party (as the case may be) in the proceedings before the Tribunal.
- (4) The Court of Appeal may amend at any time a notice of appeal under subsection (3)
- (5) On the hearing of an appeal the Court of Appeal shall make such order as is just and may either dismiss the appeal or reverse or vary the determination appealed from and may direct that the proceedings in which the question of law arose be re-heard or further heard by the Tribunal and may make such order with respect to the costs of the appeal as the Court of Appeal thinks proper.
- (6) Where the Court of Appeal orders proceedings to be re-heard or further heard by the Tribunal under subsection (5), the proceedings shall, unless the Court of Appeal otherwise determines, be reheard or further heard by the Tribunal constituted by the same Chairman and with the same advisory members who heard and determined the proceedings in which the question of Law arose.

Deter-  
mination  
and orders  
of  
Tribunal  
Final

- 61 (1) Subject to section 62 and 68, a determination made by the Tribunal in any proceedings before it and any order made by the Tribunal in such proceedings shall be final and binding on all parties to the proceedings and no appeal shall lie in respect thereof.

- (2) Subject to subsection (1) where the Tribunal makes an Order in proceedings before the Tribunal, the Registrar shall file in the Registry of the High Court a copy of the order certified by the Chairman of the Tribunal, and on being filed the order shall have the same force and effect, and all proceedings may be taken on it, as if it were a judgement of the High Court.
- Publication of orders of Tribunal 62 Where in any proceedings before it the Tribunal makes an order the Registrar shall cause to be published the particulars of such order in a local daily newspaper.
- Injunctive Relief 63 The Tribunal may in proceedings instituted under this Act grant relief by way of injunction.
- Action For Damages 64 The Tribunal may award damages to a person who has suffered loss or damage by an act of another person that has been done in contravention of this Act.
- (1) Any action for the award of damages may be commenced at any time within two years after the date on which the cause of action accrued.

**PART VIII – Miscellaneous**

- Goods or Services Acquired by Installment. 65 (1) This section applies to any case where a vendor or provider contracts to provide a consumer with an article or service over an extended period of time, and to receive periodic payments from the consumer for the article or service
- (2) The vendor or provider, as the case may be, shall –
- (a) present a claim for the exact amount of, or the exact percentage of, the total value of the article or service actually received to date by the consumer; and
- (b) upon the presentation of such claim, entitled to terminate the contract of payment in full if not made within a reasonable time after the presentation of the claim, or by a pre-determined payment date which forms part of the contract.

- (3) in the event that the vendor or provider is unable to present a claim as mentioned in subsection (2) the vendor or provider, as the case may be, may act in accordance with subsection (4).
- (4) The vendor or provider may –
  - (a) present the consumer with an estimated claim; and;
  - (b) if the estimated claim is reasonably accurate, request that the consumer pays the estimated amount on the conditions specified in subsection (5)
- (5) The conditions referred to in subsection (4) are that –
  - (a) the amount paid will be credited to the amount owing at the next date that an accurate claim is presented ; and
- (6) Any vendor or provider who presents an estimated claim for any article or service shall present an accurate claim no later than 90 days after presentation of the estimate.
- (7) Subsection (6) shall apply notwithstanding that the consumer of the article or service does not pay the estimated amount claimed or pays it in full or in part.

Apportionment of payments where service not received.

66

- (1) Where a service is provided to a consumer-
  - (a) the provider is deemed to be providing the consumer with a benefit under the relevant contract and
  - (b) the provisions of subsection (2) shall apply where a fee is collected from the consumer for that service
- (2) The provider shall
  - (a) be liable to make a full refund to the consumer, if for reasons not attributable to the consumer, the benefit is not received by the consumer; or
  - (b) where the benefit is received only in part –
    - (1) refund a proportionate part of the fees collected; or
    - (2) subject to subsection (3), be entitled to receive a similar proportionate part of any unpaid fees

- (3) Subsection (2) shall not apply in any case where the consumer contracts to pay the provider the prescribed fee regardless of whether the consumer receives the benefit.
- (4) The provider who offers a service to the consumer shall
  - (a) stipulate the extent of the benefit that shall be deemed to be attached to the service; and
  - (b) provide the consumer with an appropriate warranty that-
    - (I) the benefit shall be enjoyed for a reasonable time, subject to the fulfillment of such conditions attached by the provider as may be reasonable to the consumer's enjoyment of that benefit; and
    - (II) if the benefit is not so enjoyed, the provider shall again provide the service free of cost to the consumer

Vendor  
Purporting  
to act on  
Bill of  
Sale.

- 67 (1) A vendor commits an offence if he –
  - (a) acts on the powers contained in a Bill of Sale of chattels pledged by a consumer; and
  - (b) employs any person other than a Bailiff to recover any or all of the chattels pledged in the Bill of sale to the provider in the event of default in repayment of a loan.
- (2) A vendor who commits an offence under subsection (1) shall, upon summary conviction be liable to a fine not exceeding 500,000 dollars and in default of payment to imprisonment for a term not exceeding two years.
- (3) The court may order a vendor convicted of an offence to compensate the consumer for all expenses reasonably incurred as a result of the breach and the legal action.

- (4) A vendor commits an offence if, in taking action to recover any or all of the chattels pledged by the consumer in the Bill of Sale to the vendor in the event of default in repayment of a loan, he carries out an act of seizure although the consumer's indebtedness to the vendor has already been disregarded or is currently being serviced in accordance with existing contractual provisions.
- (5) A vendor who commits an offence under subsection (3) shall, on summary conviction be liable to a fine not exceeding 500,000 dollars and in default of payment to imprisonment for a term not exceeding two years
- (6) The court may order a vender convicted of an offence under subsection (3) to pay to the consumer an amount equal to ten times the market value of the chattels seized plus the amount of 5,000 dollars per day for every day that the consumer has been deprived of the use and enjoyment of those chattels.
- (7) Any person who-
  - (a) Not being a Bailiff, purports to be a Bailiff; or
  - (b) Being a bailiff,

Wrongfully seizes the chattels of the consumer shall, notwithstanding any other charge that may be brought against him, be guilty of an offence under this Act.

- (8) A person who commits an offence under subsection (6) shall, upon summary conviction be liable to a fine not exceeding 500,000 dollars and in default of payment to imprisonment for a term not exceeding two years
- (9) The court may order a person convicted of an offence under subsection (7) to pay the consumer an amount equal to ten times the market value of the chattels seized plus an amount of 5,000 dollars per day for every day that the consumer is deprived of the use and enjoyment of those chattels.
- (10) Any bailiff or person purporting to be a Bailiff who-
  - (a) threatens to seize a consumer's chattels under powers contained in a Bill of Sale although the

consumer's indebtedness to the vendor has already been discharged ; or

- (b) recklessly damages the consumer's chattels while exercising distraint, shall be guilty of an offence and shall, upon summary conviction, be liable to a fine not exceeding 50,000 dollars and in default of payment to imprisonment for a term not exceeding three months

Regulations 68 The Minister may make regulations for the purposes of giving effect to the provisions of this Act.

Minister to make orders. 69 91) Subject to the provisions of subsection (2) , the Minister May, by Order –

- (a) regulate the distribution, purchase or sale of goods or any class or description of goods;
- (b) provide for the recall of certain goods and services which are dangerous or hazardous to safety and the refund or remission by the vendor of the purchase price paid;
- (c) require person carrying on or employed in connection with any trade or business to furnish information concerning all or any of the elements of the cost or sale price of goods or any class or description of goods bought or sold in such trade or business, whether by wholesale or retail;
- (d) require the provision and maintenance, at place at which goods are offered for sale by retail, of means whereby prospective purchasers of any of those goods may ascertain the weight or measurement thereof

(2) Without prejudice to the generality of subsection (1) (d), an Order may require-

- (a) that the prices of goods shall be marked on the goods or on any container in or from which they are sold; and
- (b) that prospective purchasers shall not be obstructed in any attempt to ascertain the weight or measurement of any goods.

(3) Nothing in subsection (1) or (2) shall be deemed to authorize the Minister to make any Order in relation to any goods if the exportation, distribution, purchase, sale or price thereof is or may

be, regulated under or by virtue of the provisions of any other enactment.

**FIRST SCHEDULE (SECTION 4)**

**The Consumer Affairs Commission**

- |                        |     |  |
|------------------------|-----|--|
| Constitution.          | 1.  | The Commission shall consist of such number of members not being less than seven nor more than eleven as the Minister may from time to time determine.   |
| Appointment of Members | 2   | (1) The members of the Commission shall be appointed by the Minister by instrument in writing and, subject to the provisions of this Schedule, shall hold office for a period not exceeding three years, and shall be eligible for reappointment.  |
| Acting Members         |     | (2) the Minister shall appoint one of the members of the Commission to be the Chairman and another to be the Deputy Chairman thereof   |
|                        |     | (3) Should the Chairman or any other member of the Commission be absent or unable to act, the Minister may appoint any person to act temporarily in the place of the Chairman or such member.  |
| Resignations           | (4) | (1) Any member of the Commission, other than the Chairman, may at any time resign his office by instrument in writing addressed to the Minister and transmitted through the chairman, and from the date of the receipt by the Minister of such instrument, such member shall cease to be a member of the Commission. |
|                        |     | (2) The Chairman may at any time resign his office by instrument in writing addressed to the Minister and such resignation shall take effect as from the date of the receipt by the Minister of such instrument.   |
| Revocation             | (5) | The Minister may at any time revoke the appointment of any member of the Commission if that member-  |
|                        |     | (a) becomes unable to perform his functions by reason of mental or physical incapacity;  |

- (b) becomes bankrupt or compounds with, or suspends payment to his creditors;
- (c) is convicted and sentenced to a term of imprisonment or to death;
- (d) is convicted of any offence involving dishonesty;
- (e) fails to carry out any of the functions conferred or imposed on him under this Act

- Publication of names of members. (6) The names of all members of the Commission as first constituted and every change in the membership thereof, shall be Published in the Gazette.
- Procedure For meetings meetings (7) (1) the Commission shall meet at such times as may be necessary or expedient for the transaction of business, and such shall be held at such places and times and on such days as the Commission may determine
- (2) The chairman, or in his absence the deputy chairman, shall preside at meetings of the Commission, and in the absence of both the chairman and the deputy chairman from any meeting, the members present at that meeting shall elect one of their number to preside thereat.
- (3) The quorum of the Commission shall be five.
- (4) The decisions of the Commissions shall by a majority of votes and, in any case in which the voting is equal, the chairman or other member presiding at the meeting shall have a casting vote in addition to an original vote.
- (5) Minutes in proper from each meeting shall be kept by the Secretary and shall be confirmed by the Chairman or other member presiding as soon as practicable thereafter at a subsequent meeting
- (6) The acts of the Commission shall be authenticated by the signature of the Chairman and the Secretary of the Commission.
- (7) Subject to the provisions of this paragraph the Commission shall have power to regulate its own proceedings.
- (8) The validity of any proceedings of the Commission shall not be affected by any defect in the appointment of a member thereof.

- Officers and servants. 8. (1) The Commission may appoint and employ at such remuneration and on such terms and conditions as it thinks fit a Consumer Director who shall serve as Secretary and such other servants and agents as it thinks necessary for the proper performance of its functions.
- (2) The Minister of Public Service Management may, subject to such conditions as he may impose, approve of the appointment of any public officer in the service of the Government to any office with the Commission and any public officer so appointed shall, in relation to pension, gratuity or other allowance, and to other rights as a public officer, be treated as continuing in the service of the Government.
- Seal of the Commission. 9. (1) The seal of the Commission shall be kept in the custody of the Secretary and shall be affixed to instruments pursuant to a resolution of the Commission in the presence of the chairman, or any other member of the Commission, and the Secretary.
- (2) The seal of the Commission shall be authenticated by the signatures of the chairman, or any other member authorised to act in that behalf, and the secretary.
- (3) All documents other than those required by law to be under seal, made by, and all decisions of the Commission may be signified under the hand of the chairman, or any other member authorised to act in that behalf, or the secretary.
- Protection of members. 10. (1) No member of the Commission shall be personally liable for any act or default of the Commission done or omitted to be done in good faith in the course of the operations of the Commission.
- (2) Where any member of the Commission is exempt from liability by reason only of the provisions of sub-paragraph (1) the Commission shall be liable to the extent that it would be if such member were a servant or agent of the Commission.
- Disclosure of interest. 11. A member of the Commission who is in any way interested in a company or undertaking which is in any proceedings before the Commission shall disclose to the Commission the fact and nature

of his interest and shall not take part in any deliberation or any decision of the Commission relating to such matter, and such a disclosure shall forthwith be recorded in the records of the Commission.

- |                                    |     |  |
|------------------------------------|-----|--|
| Remuneration of members.           | 12. | There shall be paid to the members of the Commission, such remuneration, if any, whether by way of honorarium, salary or fees, and such allowances as the Minister may determine.  |
| Funds and Resources of Commission. | 13. | The funds and resources of the Commission shall consist of -<br><br>(a) such moneys as may from time to time be placed at its disposition for the purposes of this Act by Parliament;<br><br>(b) all other moneys and other property which may in any manner become payable to, or vested in the Commission in respect of any matter incidental to its functions.<br><br>(c) Loans and grants that have been entered into with the approval of the Minister of Finance   |
| Expenses of Commission.            | 14. | The expenses of the Commission, including the remuneration of the members and staff thereof, shall be defrayed out of the funds of the Commission.   |
| Keeping of accounts and records.   | 15. | (1) The Commission shall keep proper accounts and other records in relation to its business and shall prepare annually a statement of accounts in a form satisfactory to the Minister, being a form which shall conform with established accounting principles.<br><br>(2) The accounts of the Commission shall be audited annually by the Auditor General..<br><br>(3) The Auditor-General shall be entitled at all reasonable times to examine the accounts and other records on relation to the business of the Commission. |
| Annual reports and estimates.      | 16. | (1) The Commission shall, in each year –<br><br>(a) on or before the 30 <sup>th</sup> day of April, submit to the  |

Minister a report on its activities during the preceding year, including a statement of its accounts audited in accordance with the provisions of paragraph 15;

(b) on or before the 31<sup>st</sup> day of August submit to the Minister for his approval its estimates of revenue and expenditure for the financial year next following.

(2) The Minister shall cause copies of the reports submitted pursuant to subparagraph (1)(a) together with the annual statement of accounts and auditor's report thereon to be tabled in the Parliament and to be published in the Gazette.

Exemption from income tax. 16. The income of the Commission shall be exempt from income tax.

## **SECOND SCHEDULE (Section 9)**

### **Summons to Witness**

To: (name of person summoned and his calling and address, if known)

You are hereby summoned to appear before the Consumer Affairs Commission at (place) upon the day of at o'clock and to give evidence respecting (state the matter). (If the person summoned is to produce any documents, add):

And you are required to bring with you (specify the papers, books, records and documents required).

Therefore fail not at your peril.

Given under the hand of (Chairman or other member of the Commission)  
this day of 20.

