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and challenges to the market for consumer goods and services within South Africa;  
and

That it is desirable to promote an economic environment that supports and strengthens a culture of consumer rights and responsibilities, business innovation and enhanced performance.

For the reasons set out above, and to give effect to the international law obligations of the Republic, a law is to be enacted in order to—





## CHAPTER 3

## PROTECTION OF CONSUMER RIGHTS AND CONSUMER'S VOICE

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Establishment of National Consumer Commission

85. Establishment of National Consumer Commission





- (ii) the existence, nature, availability, properties, advantages or uses of any goods or services that are available for supply, or the conditions on, or prices at, which any goods or services are available for supply;
  - (b) promote the supply of any goods or services; or
  - (c) promote any cause;
- “agreement”

“Constitution” means the Constitution of the Republic of South Africa, 1996;



“jurisdictional person”  
(a) party to a contract  
(b) party to a contract  
(c) party to a contract  
(d) party to a contract  
(e) party to a contract  
(f) party to a contract  
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(x) party to a contract  
(y) party to a contract  
(z) party to a contract



“rental” means an agreement for consideration in the ordinary course of business,

- (a) in relation to goods, includes sell, rent, exchange and hire in the ordinary course of business for consideration; or
  - (b) in relation to services, means to sell the services, or to perform or cause them to be performed or provided, or to grant access to any premises, event, activity or facility in the ordinary course of business for consideration;
- “supply chain”, with respect to any particular goods or services, means the

“used goods”, when used in respect of any goods being marketed, means goods that have been previously supplied to a consumer, but does not include goods that have been returned to the supplier in terms of any right of return contemplated in this Act; and



- (a) the provisions of both Acts apply concurrently, to the extent that it is possible to apply and comply with one of the inconsistent provisions without contravening the second; and
- (b) to the extent that paragraph (a) cannot apply, the provision that extends the greater protection to a consumer prevails over the alternative provision,



(ii) the manner and form in which the document was prepared and presented;  
and

(iii) the circumstances of the transaction or agreement.

(5) In any dealings with a consumer in the ordinary course of business, a person must not—

(a) engage in any conduct contrary to, or calculated to frustrate or defeat the purposes and policy of, this Act;

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(b)

2, and each subsequent threshold takes effect six months after the date on which it is published in the Gazette.

#### Requirements of franchise agreements

7. (1) A franchise agreement must—
  - (a) be in writing and signed by or on behalf of the franchisee;
  - (b) include any prescribed information, or address any prescribed categories of information; and
  - (c) comply with the requirements of section 22.
- (2) A franchisee may cancel a franchise agreement without cost or penalty within 10 business days after signing such agreement, by giving written notice to the franchisor.
- (3) The Minister may prescribe information to be set out in franchise agreements, generally, or within specific categories or industries.

## CHAPTER 2

### FUNDAMENTAL CONSUMER RIGHTS

#### Part A

##### Right of equality in consumer market

#### Protection against discriminatory marketing

8. (1) Subject to section 9, a supplier of goods or services must not unfairly—
  - (a) exclude any person or category of persons from accessing any goods or services offered by the supplier;
  - (b)

- (a) assessing the ability of the person to pay the cost, or otherwise meet the obligations, of a proposed transaction or agreement;
- (b) deciding whether to enter into a transaction or agreement, or to offer to enter into a transaction or agreement;
- (c) determining any aspect of the cost of a transaction or agreement to the consumer;
- (d) interacting with the consumer—
  - (i) in the supplier's place of business, or



## Part B





- (3) Upon cancellation of a consumer agreement as contemplated in subsection (1)(b)—
- (a) the consumer remains liable to the supplier for any amounts owed to the supplier in terms of that agreement up to the date of cancellation; and
  - (b) the supplier—

unless, before preparing the estimate the service provider has disclosed the price for preparing that estimate, and the consumer has approved it.

(4) If a supplier has provided an estimate for any service, or goods and services, the

(c)

- (a) When the consumer expressly or implicitly communicates to the supplier that the consumer has accepted delivery of such goods; or
- (b) when the goods have been delivered to the consumer, and—
  - (i) the consumer does anything in relation to the goods that would be

the consumer, the goods have been found to be unsuitable for that particular purpose.

(3) Subsection (2) does not apply with respect to any goods if—

(a) for reasons of public health or otherwise, a public regulation prohibits the

- (i) during the course of that agreement, the supplier introduces goods or services that are materially different from the goods or services previously supplied to an extent not reasonably contemplated in the agreement, the new goods or services are unsolicited, unless the consumer expressly consented to the material change; or
- (ii) after the termination of that agreement, the supplier delivers any further goods to the consumer, other than in terms of a different agreement or transaction, those further goods are unsolicited goods;
- (c) if a supplier delivers goods or performs services at a location, date or time other than as agreed, and the consumer has rejected that delivery or performance of services, as contemplated in section 19(6), those goods or services are unsolicited;
- (d) if a supplier delivers a larger quantity of goods than the consumer agreed to buy, the excess goods are unsolicited unless the consumer has rejected the entire delivery, as contemplated in section 19(7)(a); or
- (e) if any goods have been delivered to, or any services performed for, a consumer by or on behalf of a supplier without the consumer having expressly or implicitly requested that delivery or performance, those goods or services are unsolicited.

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(7) A person has no obligation to pay a supplier for unsolicited goods or services, or a deliverer for the cost of delivery of any unsolicited goods.

(8) A supplier must not demand or assert any right to, or attempt to collect, any



(4) A retailer is not required to display a price for any goods that are displayed predominantly as a form of advertisement of the supplier, or of goods or services, in an area within the supplier's premises to which the public does not ordinarily have access.

## Product labelling and trade descriptions

24. (1) For the purposes of this section, a trade description is applied to goods if it is—
- (a) applied to the goods, or to any covering, label or reel in or on which the goods are packaged, or attached to the goods;
  - (b) displayed together with, or in proximity to, the goods in a manner that is likely to lead to the belief that the goods are designated or described by that description; or
  - (c)

(2) A person who markets any goods that bear a trade mark, but have been imported without the approval or licence of the registered owner of that trade mark, must apply a conspicuous notice to those goods in the prescribed manner and form.

#### Sales records

26. (1) This section does not apply to a transaction if—

(a) section 43 of the Electronic Communications and Transactions Act applies to that transaction; or

(b) the transaction has been exempted in terms of subsection (3).

(2) A supplier of goods or services must provide a written record of each transaction to the consumer to whom any goods or services are supplied.

(3) The record contemplated in subsection (2) must include—

- (b) any records, including the form and content of any such records, that an intermediary, or different categories of intermediary, must keep in terms of this section.

- (ii) accepted the offer, and the supplier has supplied or procured another person to supply the goods or services so offered and accepted.

#### Negative option marketing

31. (1) A supplier must not—

- (a) promote any goods or services;
- (b) offer to enter into or modify an agreement for the supply of any goods or services; or
- (c) induce a person to accept any goods or services or to enter into or modify such an agreement,

on the basis that the goods or services are to be supplied, or the agreement or modification will automatically come into existence, unless the consumer declines such offer or inducement.

(2) An agreement purportedly entered into as a result of an offer or inducement contemplated in subsection (1) is void.

(3) A modification of an agreement purportedly agreed to as a result of an offer or inducement contemplated in subsection (1) is void.

#### Direct marketing to consumers

32. (1) A person who is directly marketing any goods or services, and who concludes

Trade coupons and similar promotions

34. (1) This section does not apply to—  
(a)

(2) A person must not offer participation in a loyalty programme, or offer any loyalty

Promotional competitions

36. (1) In this section—

- (a) “participant” means a person who enters, competes in or is otherwise eligible to win a promotional competition;
- (b) “prize”



- (c) must—
  - (i) prepare competition rules before the beginning of the competition;
  - (ii) make the competition rules available to the Commission and to any participant, on request and without cost; and
  - (iii) retain a copy of the competition rules for the prescribed period after the end of the competition.

(4) For greater certainty in applying subsection (3)(a), but without limiting the generality of that paragraph, a promoter must be regarded as having required or received consideration in respect of a promotional competition if—

- (a) a participant is required to pay any consideration, directly or indirectly, for the opportunity to participate in the promotional competition, for access to the competition or for any device by which a person may participate in the competition; or
- (b) participation in the promotional competition requires the purchase of any goods or services, and the price charged for those goods or services is more than the price, excluding discounts, ordinarily charged for those or similar goods or services without the opportunity of taking part in a promotional competition.

(5) An offer to participate in a promotional competition must clearly state—

- (a) the benefit or competition to which the offer relates;
- (b) the steps required by a person to accept the offer or to participate in the competition;
- (c) the basis on which the results of the competition will be determined;
- (d) the closing date for the competition;
- (e) the medium through or by which the results of the competition will be made known; and
- (f) any person from whom, any place where, and any date and time on or at which—
  - (i) a person may obtain a copy of the competition rules; and
  - (ii) a successful participant may receive any prize.

(ii) satisfying any further requirements other than those stipulated in terms of

predominately for the value of the goods or services, rather than for the rebate, commission or benefit, is not a defence to an allegation that a person has contravened subsection (1).

(3) This section does not apply to a franchise agreement.

Agreements with persons lacking legal capacity

39.

- (b) use exaggeration, innuendo or ambiguity as to a material fact, or fail to disclose a material fact if that failure amounts to a deception; or
- (c) fail to correct an apparent misapprehension on the part of a consumer, amounting to a false, misleading or deceptive representation,

(c)

(5) Section 51 applies to any court proceedings concerning this section.

Fraudulent schemes and offers

42.

- (a) any property;
  - (b) information relating to the whereabouts of any property or relating to any legal rights or potential legal claims; or
  - (c) has the ability to effect the transfer of any property or to locate or determine the whereabouts of an individual.
- (7) A person must not—
- (a) invite another person to participate for a fee in assisting to effect a transfer of any property that the first person is not authorised to transfer; or
  - (b) seek, demand or accept any consideration from another person in connection with any unlawful activity contemplated in this section.
- (8) The Minister, by regulation made in accordance with section 199 of the Act, may—
- (a)



(3) A sale by auction is complete when the auctioneer announces its completion by the





NOTICE REQUIRED FOR CONSUMERS TO RETURN GOODS TO THE SUPPLIER AS THE SUPPLIER'S OBLIGATION TO ACCEPT THE GOODS IS LIMITED TO THE GOODS WHICH ARE RETURNED TO THE SUPPLIER WITHIN THE PERIOD OF 30 DAYS FROM THE DATE OF RECEIPT OF THE GOODS BY THE CONSUMER.

(1) IN ANY CASE, THE CONSUMER SHALL BE RESPONSIBLE FOR THE COST OF RETURNING THE GOODS TO THE SUPPLIER.

(2) THE CONSUMER SHALL BE RESPONSIBLE FOR THE COST OF RETURNING THE GOODS TO THE SUPPLIER.

(3) THE CONSUMER SHALL BE RESPONSIBLE FOR THE COST OF RETURNING THE GOODS TO THE SUPPLIER.

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(18) THE CONSUMER SHALL BE RESPONSIBLE FOR THE COST OF RETURNING THE GOODS TO THE SUPPLIER.

(19) THE CONSUMER SHALL BE RESPONSIBLE FOR THE COST OF RETURNING THE GOODS TO THE SUPPLIER.

(20) THE CONSUMER SHALL BE RESPONSIBLE FOR THE COST OF RETURNING THE GOODS TO THE SUPPLIER.

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(29) THE CONSUMER SHALL BE RESPONSIBLE FOR THE COST OF RETURNING THE GOODS TO THE SUPPLIER.

(30) THE CONSUMER SHALL BE RESPONSIBLE FOR THE COST OF RETURNING THE GOODS TO THE SUPPLIER.

- (2) If a consumer agreement between a supplier and a consumer is in writing, whether as required by this Act or voluntarily—
- (a) it applies irrespective of whether or not the consumer signs the agreement; and
  - (b) the supplier must provide the consumer with a free copy, or free electronic access to a copy, of the terms and conditions of that agreement, which must—
    - (i) satisfy the requirements of section 22; and
    - (ii) set out an itemised break-down of the consumer's financial obligations under such agreement.

- (i) it expresses, on behalf of the consumer—
  - (i) an authorisation for any person acting on behalf of the supplier to enter any premises for the purposes of taking possession of goods to which the agreement relates;
  - (ii) an undertaking to sign in advance any documentation relating to enforcement of the agreement, irrespective of whether such documentation is complete or incomplete at the time it is signed; or

agreement was made, irrespective of whether this Act was in force at that time;

(d)

## Part H

### Right to fair value, good quality and safety

#### Definitions applicable to this Part

53. (1) In this Part, when used with respect to any goods, component of any goods, or services—

(a) “defect” means—

(i) any material imperfection in the manufacture of the goods or components, or in performance of the services, that renders the goods or results

- (b) are of good quality, in good working order and free of any defects;
- (c) will be useable and durable for a reasonable period of time, having regard to

(4) The implied warranty imposed by subsection (1), and the right to return goods set out in subsection (2), are each in addition to—



reach the consumer, must in turn accept the return of any such goods, components, remnants, containers or packaging from any supplier contemplated in paragraph (a).

(2) If any regulation or industry waste management plan approved by any other legislation for the management of a specific waste type applies, the consumer may dispose or deposit the goods to a collection facility provided for in the regulation or industry waste management plan.

#### Safety monitoring and recall

60. (1) The Commission must promote, within the framework of section 82, the development, adoption and application of industry-wide codes of practice providing for effective and efficient systems to—

(a) receive notice of—

- (i) consumer complaints or reports of product failures, defects or hazards;
- (ii) the return of any goods because of a failure, defect or hazard;
- (iii) personal injury, illness or damage to property caused wholly or partially as a result of a product failure, defect or hazard; and
- (iv) other indication of failure, defect or hazard, in any particular goods or in any component of them, or injury or damage resulting from the use of those goods;

(b) monitor the sources of

(a),

analyse the the or

any previously undetected or unrecognised potential risk to the public from the use of or exposure to those goods;

(c) the use of T1\_1 1 Tf -2 -1.1 Td ((c))Tj dT1\_0 1 Tf 2 0 Td [(con83(p-283fund192er)-283(csnd192e(or)1

(a) receive investi -2.2cationintlaints82,The

(2) A supplier of services who, in conjunction with the performance of those services, applies, supplies, installs or provides access to any goods, must be regarded as a supplier of those goods to the consumer, for the purposes of this section.

(3) If, in a particular case, more than one person is liable in terms of this section, their liability is joint and several.

(4) Liability of a particular person in terms of this section does not arise if—

(a) the unsafe product characteristic, failure, defect or hazard that results in harm

(2) If a supplier is unable to deliver any goods contemplated in subsection (1) when the consumer has paid the full price for those goods, the supplier must either, at the option of the consumer—

- (a) supply the consumer with an equivalent quantity of goods that are comparable or superior in description, design and quality; or
- (b) refund to the consumer—
  - (i) the money paid by the consumer, with interest in accordance with the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), if the

Prepaid services and access to service facilities

64. (1) If, in terms of any agreement, a consumer agrees or is required to pay—

- (a) a one-time or periodic membership fee or any similar charge; or
- (b) any amount in respect of services or access to services to be provided at a date more than 25 business days after the payment is made, other than by way of a prepayment device contemplated in section 63,

the amount so paid remains the property of the consumer until the supplier makes a charge against it in accordance with subsection (2).

(2) A supplier may make a charge against the consumer's money contemplated in subsection (1) once each month in advance for the pro-rata portion of the amount so held, as required to pay the ensuing month's cost of the membership or service.

(3) If a supplier intends to close a facility to which the supplier has committed to provide future access in terms of an agreement with a consumer to provide any service, without making available a reasonably accessible alternative facility, the supplier must—

- (a)

Deposits in respect of containers, pallets or similar objects

66. The Minister may, in consultation with the Minister of Environmental Affairs

and Tourism, prescribe a minimum or maximum deposit that a supplier must or may

require a consumer to pay in respect of the return of a bottle, container, (to)-3011let, reel or

similar object used in respect of the packaging or delivery of any goods.

(2) If a person returns a bottle, container, (t213(p11let,)-213(reel)-213(or)-213(similar)-213(object)-213(con

amount of the deposit—

(a) if any, that is required to be charged in terms of any public regulation on the

date on which the object is returned to the supplier; or

(b) that the supplier charged for that object, or ordinarily charges for such an

object,

irrespective of whether the person returning the container paid a deposit for that object

to that supplier.

Return of parts and materials

67. (1) When a supplier is authorised to perform any service to any goods or property

- (c) alter, or propose to alter, the terms or conditions of a transaction or agreement with the consumer, to the detriment of the consumer; or
- (d)

referred the matter to the agent may file a complaint with the Commission in accordance with section 71.

(3) If an alternative dispute resolution agent has resolved, or assisted parties in resolving their dispute, the agent may—

(a) record the resolution of that dispute in the form of an order, and

(b) if the parties to the dispute consent to that order, submit it to the Tribunal or the High Court to be made a consent order, in terms of its rules.

(4) With the consent of a complainant, a consent order confirmed in terms of subsection (3)(b) may include an award of damages to that complainant.

Initiating complaint to Commission

71.

- (b) refer the matter to the National Prosecuting Authority, if the Commission alleges that a person has committed an offence in terms of this Act; or
- (c) if the Commission believes that a person has engaged in prohibited conduct—
  - (i) refer the matter to the equality court, as contemplated in section 10, if the complaint involves a matter in terms of Part A of Chapter 2;
  - (ii) propose a draft consent order in terms of section 74;



- (a) the consumer court, if any, in the province within which the complainant resides, or in which the respondent has its principle place of business in the Republic, subject to the provincial legislation governing the operation of that consumer court; or
- (b) the Tribunal, with leave of the Tribunal.

Part D

## CHAPTER 4

### BUSINESS NAMES AND INDUSTRY CODES OF CONDUCT

#### Part A

##### Business names

###### Identification of supplier

79. (1) A person must not carry on business, advertise, promote, offer to supply or supply any goods or services, or enter into a transaction or agreement with a consumer under any name except—

- (a) the person's full name as—

(a)

(aa) is the registered owner or applicant for registration of the mark; or  
(bb) I\_1 1 Tf 2 1 Tf Tf -2teen Tf -2gr372which76(372-276(372restric2r)-27372strat372protec2r)



- (3) At the request of the relevant MEC of a province, or a provincial consumer protection authority, the Commission—
- (a) may engage with that(with)provincial(a)

- (c) must exercise the functions assigned to it in terms of this Act or any other law, or by the Minister, in—
  - (i) the most cost-efficient and effective manner; and
  - (ii) in accordance with the values and principles mentioned in section 195 of the Constitution.

Minister may direct policy and require investigation

86. The Minister may—

- (a) by notice in the Gazette, issue policy directives to the ConiConiConithepoethe valueapp-43



Appointment of inspectors and investigators

88. (1) The Commissioner—

- (a) begins on the early effective date, as defined in item 1 of Schedule 2; and
- (b) ends on the next following 31 March.

Reviews and reports to Minister

91.



- (b) negotiate agreements with any regulatory authority—
    - (i) to co-ordinate and harmonise the exercise of jurisdiction over consumer matters within the relevant industry or sector; and
    - (ii) to ensure the consistent application of the principles of this Act;
  - (c) participate in the proceedings of any regulatory authority; and
  - (d) advise, or receive advice from, any regulatory authority.
- (2) A regulatory authority that, in terms of any public regulation, exercises jurisdiction over consumer matters within a particular industry or sector may—
- (a) negotiate agreements with the Commission, as anticipated in subsection (1)(b); and
  - (b) exercise its jurisdiction by way of such an agreement in respect of a particular matter within its jurisdiction.
- (3) The President may assign to the Commission any duty of the Republic to exchange information with a similar foreign agency in terms of an international agreement relating to the purposes of this Act.
- (4) The Commission may liaise with any foreign or international authorities having

- (ii) the effectiveness of accredited consumer groups, industry codes and alternative dispute resolution schemes, service delivery to consumers by organs of state, and any regulatory authority exercising jurisdiction over consumer matters within a particular industry or sector;
- (d) investigating and evaluating alleged prohibited conduct and offences;
- (e) issuing and enforcing compliance notices;
- (f) negotiating and concluding undertakings and consent orders contemplated in section 74;
- (g)



- search any premises that are within the jurisdiction of that judge or magistrate if, from information on oath or affirmation, there are reasonable grounds to believe that— 5
- (a) a contravention of this Act has taken place, is taking place, or is likely to take place on or in those premises; or
  - (b) anything connected with an investigation in terms of this Act is in the possession of, or under the control of, a person who is on or in those premises.
- (2) A warrant to enter and search may be issued at any time and must specify— 10
- (a) identify the premises that may be entered and searched; and
  - (b) authorise an inspector or a police officer to enter and search the premises and to do anything listed in section 104.
- (3) A warrant to enter and search is valid until one of the following events occurs: 15
- (a) The warrant is executed;
  - (b) the warrant is cancelled by the person who issued it or, in that person's absence, by a person with similar authority;
  - (c) the purpose for issuing it has lapsed; or
  - (d) the expiry of one month after the date it was issued.
- (4) A warrant to enter and search may be executed only during the day, unless the judge, regional magistrate or magistrate who issued it authorises that it may be executed at night at a time that is reasonable in the circumstances. 20
- (5) A person authorised by warrant issued in terms of subsection (2) may enter and search premises named in that warrant.
- (6) Immediately before commencing with the execution of a warrant, a person 25 executing that warrant must either—
- (a) if the owner, or person in control, of the premises to be searched is present—
    - (i) provide identification to that person and explain to that person the authority by which the warrant is being executed; and
    - (ii) hand a copy of the warrant to that person or to the person named in it; or
  - (b) if none of those persons is present, affix a copy of the warrant to the 30 premises in a prominent and visible place.

#### Powers to enter and search

- A person who is authorised under section 103 to enter and search premises
104. (a) enter upon or into those premises; 35
- (b) search those premises; 35
  - (c) search any person on those premises if there are reasonable grounds for believing that the person has personal possession of an article or document that has a bearing on the investigation;
  - (d) examine any article or document that is on or in those premises that has a bearing on the investigation; 40
  - (e) request information about any article or document from the owner of, or person in control of, the premises or from any person who has control of the article or document, or from any other person who may have the information;
  - (f) take extracts from, or make copies of, any book or document that is on or in the premises that has a bearing on the investigation; 45
  - (g) use any computer system on the premises, or require assistance of any person on the premises to use that computer system, to—
    - (i) search any data contained in or available to that computer system;
    - (ii) reproduce any record from that data; seize or produce any output from that computer for examination and safekeeping that has a bearing on the investigation. 50

(2) Section 102(5) applies equally to an answer given or statement made to an inspector or police officer in terms of this section.

(3) An inspector authorised to conduct an entry and search in terms of section 103 may be accompanied and assisted by a police officer.

#### Conduct of entry and search

105. (1) A person who enters and searches any premises under section 104 must



(4) When making any ruling, decision or order in terms of this Act, the Commission

- (c) does anything in connection with an investigation that would have been contempt of court if the proceedings had occurred in a court of law;

## Vicarious liability

113.(1) If an employee or agent of a person is liable in terms of this Act for anything done or omitted in the course of that person's employment or activities on behalf of their



- (b) in consultation with the Commission, and by notice in ~~the~~ Gazette, make regulations for matters relating to the functions of the Commission, including—
  - (i) forms;
  - (ii) time periods;
  - (iii) information required;





Amendment of section 147 of Act 34 of 2005

7. Section 147 of the principal Act is hereby amended—

(a) by the insertion at the end of paragraph (a) of subsection (2) of the following words:

“or section 75(1)(b) of the Consumer Protection Act, 2008, as the case may be”;(the)-2nd



(c)

Schedule 2  
(Section 121(3))  
Transitional provisions

Definitions

1. (1) In this Schedule—

“early effective date” means the date on which the provisions mentioned in item

2(1) took effect;

“general effective date” means the date on which the provisions mentioned in

item 2(2) took effect;

“pre-existing agreement”

effective date; and

“pre-existing loyalty programme”

Application of Act to pre-existing transactions and agreements

3. (1) Except to the extent expressly set out in this item, this Act does not apply to—
  - (a) the marketing of any goods or services before the general effective date;
  - (b) any transaction concluded, or agreement entered into, before the general effective date; or
  - (c) any goods supplied, or services provided, to a consumer before the general effective date.

(3) Section 35 applies to any pre-existing loyalty programme, but only with respect to any—

- (a) offer to participate in that programme, or document setting out such an offer, that is made or published on or after the general effective date;
- (b) tender by a consumer, on or after the general effective date, of any loyalty credit or award in that programme as consideration for any supply of goods or services; and
- (c) any supply of goods or services if, on or after the general effective date, the consumer tendered any loyalty credit or award in the programme as consideration for those goods or services.



- (4) Any person transferred in terms of subitem (1)—
- (a) remains a member of the Government Employees' Pension Fund mentioned in section 2 of the Government Employees' Pension Law, 1996 (Act No. 21 of 1996); and
  - (b) is entitled to pension and retirement benefits as if that person were in service in a post classified in a division of the public service mentioned in section 8(1)(a)(i) of the Public Service Act, 1994.

#### Exclusion of certain laws

10. The exclusion of the Short Term Insurance Act, 1998 (Act No. 53 of 1998), and the Long Term Insurance Act, 1998 (Act No.52 of 1998), is subject to those sector laws being aligned with the consumer protection measures provided for in this Act within a period of 18 months from the commencement of this Act, failing which, the provisions of this Act will apply.