

**IN THE MATTER BEFORE THE BOARD  
OF THE COMPETITION AND CONSUMER  
PROTECTION COMMISSION**

**BETWEEN**

**The Competition and Consumer  
Protection Commission**

**COMPLAINANT**

**AND**

**Solar Power System Limited**

**RESPONDENT**

**BEFORE:**

<b>Commissioner Angela Kafunda</b>	<b>- Chairperson</b>
<b>Commissioner Sikambala M. Musune</b>	<b>- Vice Chairperson</b>
<b>Commissioner Derrick Sikombe</b>	<b>- Member</b>
<b>Commissioner Bishop Dr. Wilfred Chiyesu</b>	<b>- Member</b>
<b>Commissioner Pelmel H. Bonda</b>	<b>- Member</b>
<b>Commissioner Onesmus Mudenda</b>	<b>- Member</b>

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**DECISION**

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Below is a summary of the facts and findings presented by the Commission to the Board of the Commission following investigations carried out in the above case.

**Introduction and Relevant Background**

***It was submitted that:***

1. On 2<sup>nd</sup> May 2025, the Competition and Consumer Protection Commission (“the Commission”) through its Kitwe office initiated, investigations on its own initiative against Solar Power System Limited (“the Respondent”). Specifically, the Commission took note of a notice displayed on the Respondent’s receipt number 340 stating that, “*Once bought and tested, no return no refund*”, which appears to be a disclaimer. **See Annex 1.**

## **Legal Contravention and Assessment Tests**

### **Legal Contravention**

#### ***It was submitted that:***

2. The alleged conduct appeared to be in contravention of Section 48(1) of the Competition and Consumer Protection Act No. 24 of 2010, as amended by Act No. 21 of 2023 (“the Act”).
3. Section 48(1) of the Act stated that, *“An owner or occupier of a shop or other trading premises or platform shall not cause to be displayed any sign or notice that purports to disclaim any liability or deny any right that a consumer has under this Act or any other written law”*.
4. Section 48(2) of the Act stated that, *“A person who, or an enterprise which, contravenes subsection (1) is liable to pay the Commission—*
  - (a) *in the case of a person, a penalty not exceeding one hundred and fifty thousand penalty units; or*
  - (b) *in the case of an enterprise, a penalty not exceeding ten percent of that enterprise’s annual turnover.”*

### **Assessment Tests**

**For the purposes of Section 48(1) of the Act, the following assessment tests were used;**

#### ***It was submitted that:***

5. Whether the Respondent was a “person” or an “enterprise”;
6. Whether the Respondent was an ‘owner’ or ‘occupier’ of a ‘shop’ or ‘other trading premises’ or ‘platform’;
7. Whether the Respondent displayed a sign or notice;
8. Whether there was a consumer; and
9. Whether the notice purported to disclaim any liability or deny any right that a consumer had under the Act or any other written law.

## Investigations Conducted

### *It was submitted that:*

10. The Commission served the Notice of Investigation (“NoI”) on the Respondent on 30<sup>th</sup> May 2025, as evidenced by the acknowledgement. **See Annex 2.** The Respondent made submissions to the NoI in a letter dated 4<sup>th</sup> June 2025.

## Findings

### The Parties

#### The Complainant

### *It was submitted that:*

11. The Complainant was self-initiated by the Commission. Section 55(1) of the Act read, *“the Commission may, at its own initiative or on a complaint made by any person, undertake an investigation if it has reasonable ground to believe that there is, or is likely to be, a contravention of any provision of this Act.”* Therefore, the Commission through its Kitwe office on its own initiative undertook investigations against the Respondent as the notice displayed on the receipt appeared to be a disclaimer.

#### The Respondent

### *It was submitted that:*

12. The Respondent was Solar Power System Limited, whose core business was retail trading.<sup>1</sup> The Respondent’s registered physical address was 5636 Free Town Road, Second Class, Kitwe. The Respondent was incorporated as a company (Company Registration No. 120230059006) with the Patents and Companies Registration Agency (PACRA).<sup>2</sup> According to the Act, an “enterprise” meant *a firm, partnership, joint-venture, corporation, company, association and other juridical persons, which engage in commercial activities, and includes their branches, subsidiaries, affiliates or other entities, directly or indirectly, controlled by them.* The Respondent was therefore an enterprise as envisaged by the Act because it was a company that engaged in commercial activities of supplying solar products.

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<sup>1</sup> PACRA printout

<sup>2</sup> Ibid

## **Submissions from the Respondent**

### ***It was submitted that:***

13. In a response letter to the Commission's NoI dated 4<sup>th</sup> June 2025, the Respondent submitted that they had amended and removed the notice on the receipt which appeared to be a disclaimer as per Commission's instruction.
14. The Respondent expressed gratitude for the Commission's efforts in promoting fair trade practices between traders and consumers. Additionally, the Respondent affirmed their willingness to assist and encouraged the Commission to reach out to their office should any queries arise

### *The Commission's Observation*

15. The Commission noted that the Respondent, who was a first-time offender, sought leniency, promptly took corrective action and fully cooperated with the investigation. **See Annex 3.**

## **Review of the Receipt No. 340**

### ***It was submitted that:***

16. The Commission reviewed the Respondent's receipt No. 340 and observed that the receipt had the following fields to be filled in, i.e., Customer; Quantity; Description; Unit Price; Amount and Date. **See Annex 1.**
17. The review showed that the receipt had a notice stating that, "*Once bought and tested, no return no refund*".

## **Submissions to the Commission's Preliminary Report**

### ***It was submitted that:***

18. The Commission served the preliminary report on the Respondent on 14<sup>th</sup> October 2025, as evidenced by the acknowledgement of receipt.<sup>3</sup> In a response letter dated 17<sup>th</sup> October 2025, the Respondent requested for leniency from the Commission, affirming their full understanding of the seriousness of unfair trading and the concerns raised by the Commission.

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<sup>3</sup> Acknowledgement from the Respondent dated 14<sup>th</sup> October 2025

19. The Respondent acknowledged that the display of the disclaimer was not permitted by law but highlighted their cooperation in promptly removing it from their receipts. The Respondent further submitted that the incident was entirely out of character and reaffirmed their commitment to fair trading practices.

### **The Commission's Observation**

#### ***It was submitted that:***

20. The Commission noted that the Respondent was a first-time offender, sought leniency, promptly took corrective action and fully cooperated with the investigation.

### **Relevant Findings**

#### ***It was submitted that:***

21. The Commission established that the Respondent's receipt No. 340 bore a notice stating that "*Once bought and tested, no return no refund*".
22. The Commission established that the Respondent removed the Notice in question.  
**See Annex 3.**

### **Previous cases involving the Respondent**

#### ***It was submitted that:***

23. A review of the Commission's records revealed that there was no prior case in which the Respondent was found to have violated Section 48(1) of the Act.
24. In analyzing the case for possible violation of Section 48(1) of the Act, the following assessment tests were used:

#### ***Whether the Respondent was a "person" or an "enterprise";***

#### ***It was submitted that:***

25. The Commission established that the Respondent was an enterprise. Refer to paragraph 13 of the report.

**Whether the Respondent was an “owner” or “occupier” of a “shop” or “other trading premises” or platform;**

**It was submitted that:**

26. According to Black’s Law dictionary on, page 1159<sup>4</sup>, an owner was defined as, “one who has the right to possess, use, and convey something. A person in whom one or more interests are vested.” According to Black’s Law dictionary on, page 1130, an occupant was defined as, “one who has possessing rights in, or control over certain property or premises or 2; One who acquires title by occupancy.” Furthermore, a shop in Black’s Law Dictionary was defined in part as, “a building in which goods and merchandise are sold at retail.”<sup>5</sup> In this case, the Respondent was an occupier of a shop located at Second Class area, Freetown Road, Shop No.5636, in Kitwe through which they supplied a variety of solar products to the public.

**Whether the Respondent displayed a sign or notice;**

**It was submitted that:**

27. In the case of **Zamm Imports Limited Vs the Commission 2014/CCPT/008/CON**, the Competition and Consumer Protection Tribunal defined the word “display” as “to notify, inform or send a message to one who is a customer or consumer publicly or privately”; and that it could be also stretched to mean, “displaying on a consumer’s or customer’s receipt”. The Tribunal further stated that, “display cannot only be restricted to the public, on a wall, bill board, notice board, or public place but also on a receipt.”<sup>6</sup>
28. In line with the above case, the exhibit of a notice could either be on the wall, at the till or printed on a receipt, invoice or any other document related to a transaction between a consumer and an owner or occupier of a shop or any other trading premises or platform. Applying the principle highlighted in the case, the Respondent’s receipt had a notice printed on it stating that, “Once bought and tested, no return no refund” which amounted to display.

**Whether the Complainant was a consumer;**

**It was submitted that:**

29. The Commission established that the Respondent operates a business selling solar products, making it reasonable to infer that they engage with consumers.

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<sup>4</sup>Black’s Law Dictionary (2004), 8<sup>th</sup> Edition, Bryan A. Garner Editor in Chief

<sup>5</sup> Black’s Law Dictionary (1968), 4<sup>th</sup> Edition, Henry Campbell Black, West Publishing Co. p. 1547

<sup>6</sup> Ibid

**Whether the notice purported to disclaim any liability or deny any right that consumers have under the Act or any other law;**

**It was submitted that:**

30. The Black's Law Dictionary defines a 'disclaimer' as "a repudiation of another's legal right or claim."<sup>7</sup> The Act implicitly defines a disclaimer as "any sign or notice that purports to disclaim any liability or deny any right that a consumer has under the Act or any other written law." Disclaimers generally serve to unreasonably absolve traders of being held accountable and deny redress to consumers in an event of supply of unsuitable goods or services, for example. Further, disclaimers may encourage misrepresentation as traders believe they would not be held responsible by virtue of displaying such notices. For this reason, display of such unreasonable disclaimers is prohibited.
31. In this case, the Commission established that the Respondent had displayed a notice on receipt No. 340 stating that "Once bought and tested, no return no refund"; The Commission determined that the notice purported to deny consumers their rights, under the Act, to return unsuitable goods and request either a replacement or refund, in an event that the request for a replacement or refund is prompted by the conduct of the Respondent. For example, the Act under Section 49(3)(a) entitles consumers to a refund in an event that a person or an enterprise supplies them with unsuitable goods. The Act under Section 49(7)(a) also entitles consumers to a refund in an event that a person or an enterprise supplies them with unsuitable services. Therefore, the notice stating that "Once bought and tested, no return no refund" displayed on the receipt purported to deny consumers the right to return unsuitable goods and request either a replacement or refund that they have under the Act.
32. It's trite law that the matter at hand is a strict liability case. In the case of **ZAMM Imports Limited vs. the Competition and Consumer Protection Commission, 2014/CCPT/008/CON**, the Tribunal had the following to say; "In our considered view, Section 48(1) falls in the category of the term "strict liability." The term "strict liability" is defined in Black's Law Dictionary, Seventh Edition at Page 926 as follows; "strict liability: liability that does not depend on actual negligence or intent to harm but that is based on the breach of an absolute duty to make something safe." The Tribunal held that the Appellant (ZAMM Imports Limited) therefore fell into the category of an owner or occupier of premises with the duty of not displaying any sign or notice that purported to disclaim any liability, which they breached by endorsing the words "No Return, No Refund, No Exchange" on their receipt.

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<sup>7</sup> <https://www.adamsdrafting.com/disclaim-and-disclaimer/>

33. In the matter *in casu*, the Commission established that the Respondent removed the Notice stating that “*Once bought and tested, no return no refund*”. **See Annex 3**. Notwithstanding, the Commission determined that having removed the disclaimer on the receipt did not absolve the Respondent of violation of the Act. The Commission’s position found support in the Competition and Consumer Protection Commission Tribunal (“Tribunal”) ruling in the case, ***Competition and Consumer Protection Commission vs Yembe Driving School, 2018***. In the aforementioned case, the Tribunal had the following to say; “*We are in agreement with the Applicant’s argument in paragraph 8 of its affidavit in reply that the act of refunding the Complainant let alone a part refund, does not absolve the Respondent of the breach of Sections 48(1) and 53(1) of Act No. 24 of 2010. This is because the breach of Section 48(1) would have already taken place....*” In view of the forgoing, the Commission proceeded with investigations despite the Respondent removing the disclaimer from the receipt.

#### **Board Deliberation**

34. Having considered the facts, evidence and submissions in this case, the Board resolves that the Respondent, by displaying the notice that reads; “*Once bought and tested, no return no refund*”, on the receipt, violated Section 48(1) of the Act as it purported to deny consumers the right to a refund that they have under the Act.

#### **Board Determination**

35. The facts and evidence in this case have shown that the Respondent was in violation of Section 48(1) of the Act.

#### **Board Directive**

36. The Board hereby directs that;
- i. The Respondent pays the Commission a penalty of 0.5% of their 2024 annual turnover with a cap of K40,000.00 for violating Section 48(1) of the Act in accordance with Section 48(2) of the Act and the Competition and Consumer Protection Commission Guidelines for Administration of Fines, 2019 (***Refer to Appendix 1***); and
  - ii. The Respondent is ordered to submit to the Commission, their audited books of accounts for the year 2024 for calculation of the actual penalty within 30 days of receipt of the Board Decision in accordance with Section 58(1) of the Act.

*Note: Any party aggrieved with this order or directive may, within 30 days of receiving this order or directive, appeal to the Competition and Consumer Protection Tribunal (CCPT)*

**Dated this 16<sup>th</sup> day of February 2026**

*A. J. ...*

.....

**Chairperson**

**Competition and Consumer Protection Commission**

**Appendix 1-Calculation of the Penalty**

The Calculation of the recommended penalty was determined as follows-

**(a) The Competition and Consumer Protection Act No. 24 of 2010: Guidelines for Administration of Fines sets a base of 0.5% for offences relating to Part VII of the Act with the following caps;**

Offence	Starting Penalty	Maximum Penalty in Fee Units
Unfair trading practice False or misleading representation Price Display Supply of defective and unsuitable goods and services Section 49 except for Section 49(1)	0.5% of turnover	<ul style="list-style-type: none"> <li>• 3,333.33 for turnover up to 166,666.67</li> <li>• 33,333.33 for turnover above 166,666.67 up to 833,333.33</li> <li>• 133,333.33 for turnover above 833,333.33 up to 1,666,666.67</li> <li>• 233,333.33 for turnover above 1,666,666.67 up to 5,000,000</li> <li>• 500,000 for turnover above 5,000,000 up to 10,000,000</li> <li>• 666,666.67 for turnover above 10,000,000 up to 16,666,666.7</li> <li>• 1,666,666.67 for turnover above 16,666,666.7</li> </ul>
Display of Disclaimer	0.5% of turnover	100,000

**(b) The Competition and Consumer Protection Act No. 24 of 2010: Guidelines for Administration of Fines – further provides for additions as follows-**

- (i) The starting point of a financial penalty will be a penalty of not less than 0.5% of annual turnover for first time offenders.
- (ii) The starting point of a financial penalty for a repeat offender will be the previous penalty charged by the Commission.
- (iii) Thereafter, the Commission will be adding a 10% of the penalty determined in step one above for each aggravating factor

**(c) *Whether the Respondent is a repeat offender under Section 48(1);***

A review of the Respondent's case file held with the Commission revealed that there were no prior cases in which the Respondent was found to have violated Section 48(1) of the Act. As such, the penalty will be 0.5%.

**Annex 1**

**SPS SOLAR POWER SYSTEM**  
 SOLAR POWER SYSTEM  
 Kitwe First Class Langashe St, Cornerstone Building.  
 Shop No.4, Opposite Mine safety Department  
 Cell:+260 974 444 744 **340**  
 TPIN:2002978303  
**RECEIPT**

M/s: \_\_\_\_\_ Date: 2/11/25

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	solar charger controller		1,800
	MPPPT 20A		7
	180Voc		
	Part		
Received By: _____		SUB TOTAL	1,800
Prepared By: _____		%	
Once bought and tested no return and no refund.		GRAND TOTAL	

**Annex 2**



**Competition and Consumer Protection Commission**

To safeguard and promote economic welfare by prohibiting anti-competitive and unfair business practices in Zambia

**CCPC**

Fourth Floor  
Main Post Office  
Cairo Road  
P.O. Box 14918  
Lusaka, Zambia  
Tel: 260 211 221197 / 260 211 221198  
Fax: 260 211 221199  
E-mail: [ccpc@ccpc.org.zm](mailto:ccpc@ccpc.org.zm)  
Website: [www.ccpc.org.zm](http://www.ccpc.org.zm)

Tuesday 27<sup>th</sup> May 2025

CONS/08/05/2025/00437/KTW/VK

The Managing Director  
Solar Power System Limited  
5636, Free Town Road,  
Second Class  
Kitwe

HUSSEIN ALFARES 30/05/25  
LR 230 2581  
596400065

Dear Sir/Madam,

**RE: ALLEGATIONS OF UNFAIR TRADING PRACTICES AGAINST SOLAR POWER SYSTEM LIMITED BY THE COMPETITION AND CONSUMER PROTECTION COMMISSION**

Reference is made to the subject matter and Notice of Investigation dated 27<sup>th</sup> May 2025, attached herein, informing you that Solar Power System Limited ("the Respondent") may have engaged in conduct that appears to be in contravention of Section 48(1) of the Competition and Consumer Protection Act No. 24 of 2010, as amended by Act No. 21 of 2023 ("the Act"). Specifically, the Commission took note of a notice displayed on the Respondent's receipt number 854 stating that, "Once bought and tested, no return no refund", which appears to be a disclaimer and the Commission seeks that it is removed permanently.

Kindly be advised that the Competition and Consumer Protection Commission ("the Commission") is mandated under the Act to ensure that there is fair trading between traders and consumers in all market segments in Zambia. I therefore, wish to draw your attention to the fact that failure to respond to this notice which has been issued pursuant to Section 55(3) of the Act will attract a penalty payable to the Commission.

Section 55(4) of the Act reads as follows;

**"For the purpose of an investigation under this section, the Commission may, by notice in writing served on any person, require that person to—  
(a) furnish to the Commission, in a statement signed by that person or,**

All correspondence should be addressed to the Executive Director  
Fight Corruption! Bring Progression!  
Zero % Corruption, 100% Transparency & Accountability, our way of life.

