

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

BETWEEN

Mr. Nigel Chindola

COMPLAINANT

AND

**Brook Company Limited T/A
Brook Crafts**

RESPONDENT

BEFORE:

**Commissioner Angela Kafunda
Commissioner Sikambala M. Musune
Commissioner Derrick Sikombe
Commissioner Bishop Dr. Wilfred Chiyesu
Commissioner Pelmel H. Bonda
Commissioner Onesmus Mudenda**

**- Chairperson
- Vice Chairperson
- Member
- Member
- Member
- Member**

DECISION

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 2nd July 2025, the Competition and Consumer Protection Commission ("the Commission") through its Lusaka office received a complaint from Mr. Nigel Chindalo ("the Complainant") against Brook Company Limited T/A Brook Crafts ("the Respondent") on allegations of unfair trading. Specifically, the Complainant alleged that on 4th April 2025, he made a cash payment of K3,000.00 to the Respondent for the purchase of a turquoise blue two-seater sofa. The Complainant alleged that the Respondent informed him that the sofa would be ready for collection in three weeks' time. The Complainant alleged that when the three weeks elapsed on 25th April 2025, without hearing from the Respondent, he contacted them on 28th April 2025 but was informed that the sofa was still not ready. The Complainant alleged that he subsequently made several follow-ups and that each time he was informed that his sofa was not ready. The Complainant alleged that on 18th June 2025, he formally requested for a cancellation of his order and further demanded for a refund, but the Respondent had not given him any feedback. The

Complainant wanted the Respondent to give him a refund of K3,000.00, immediately.

Legal Contravention and Assessment Tests

Legal Contravention

It was submitted that:

2. The alleged conduct appeared to be in contravention of Section 49(5) of the Competition and Consumer Protection Act No. 24 of 2010, as amended by Act No. 21 of 2023 (“the Act”).

3. Section 49(5) of the Act stated that:

“A person or an enterprise shall supply a service to a consumer with reasonable care and skill or within a reasonable time or, if a specific time was agreed, within a reasonable period around the agreed time.”

4. Section 49(6) of the Act stated that:

“A person who, or an enterprise which, contravenes subsection (5) is liable to pay the Commission a penalty not exceeding ten percent of that person’s or enterprise’s annual turnover.”

5. Section 49(7) of the Act stated that:

“In addition to the penalty under subsection (6), a person or an enterprise shall, within fourteen days of the provision of the service concerned, refund the consumer the money paid for the service or perform the service to a reasonable standard.”

Assessment Tests

It was submitted that:

The following assessment tests were used to consider Section 49(5) of the Act;

6. Whether the Respondent was a “person” or an “enterprise”;
7. Whether the Complainant was a “consumer”;
8. Whether the Respondent supplied a particular service to the Complainant; and

9. Whether the Respondent supplied a particular service to the Complainant with reasonable care and skill or within a reasonable time or, if a specific time was agreed, within a reasonable period around the agreed time.

Investigations Conducted

It was submitted that:

10. A Notice of Investigation (“NoI”) and an accompanying letter outlining particulars of the complaint was duly served on the Respondent on 3rd September 2025.¹ The NoI was served at Shop No. 13, Freeway Plaza Mall, ChaChaCha Road because the Commission established that the Respondent was not operating from Plot No. 7527, ZIMCO Yard, Freedom Way, their registered address. As such, the Commission proceeded to serve the NoI on the company director at their address of operations. As part of the investigations, the Commission reviewed the commitment agreement, and receipt number 359 both dated 4th April 2025 and the Complainant’s cancellation letter dated 18th June 2025.

Findings

The Parties

The Complainant

It was submitted that:

11. The Complainant was Mr. Nigel Chindalo of Lusaka District.² Section 2 of the Act defined a consumer as, “*any person who purchases or offers to purchase goods or services otherwise than for the purpose of re-sale, but does not include a person who purchases goods or services for the purpose of using the goods or services in the production and manufacture of any other goods for sale, or the provision of another service for remuneration.*”³ The Complainant was a consumer pursuant to Section 2 of the Act because he paid K3,000.00 to the Respondent to manufacture and supply him with a turquoise blue 2-seater sofa for his personal benefit and not for resale.⁴

The Respondent

It was submitted that:

12. The Respondent was Brook Company Limited trading as Brook Crafts. The Respondent was registered with the Patents and Company Registration Agency as a local company – limited by shares with registration number

¹ The NoI was received by Mr. Jackson Silavwe who indicated the date as 3rd August 2025 when, in fact, it was 3rd September 2025. See Annexure 1

² CCPC Form IV dated 2nd July 2025

³ Competition and Consumer Protection Act No. 24 of 2010 as amended by Act No. 21 of 2023

⁴ CCPC Form IV dated 2nd July 2025

120090081621. The Respondent nature of business includes; other manufacturing, construction of buildings, sale of motor vehicle parts and accessories, retail sale of hardware, paints and glass in specialized stores, other retail sales not in stores, stall or markets and real estate activities on a fee or contract basis.⁵ According to the Act, an “enterprise” means *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.*⁶ The Respondent was an enterprise as they are a company that engaged in commercial activities as envisaged under the Act, such as manufacturing and supplying various products such as sofas to the public.

Submissions from the Respondent

It was submitted that:

13. There were no submissions received from the Respondent despite the Notice of Investigation having been served on, and acknowledged by, the company director Mr. Jackson Silavwe on 3rd September 2025⁷. Non-response to the Notice of Investigation constitutes a violation of Section 55(4) of the Act.
14. Section 55(4)(a) of the Act read, *“For the purpose of an investigation under this section, the Commission may, by notice in writing served on any person, require that person to furnish to the Commission, in a statement signed by that person or, in the case of a body corporate, by a director or member or other competent officer, employee or agent of the body corporate, within the time and in the manner specified in the notice, any information pertaining to any matter specified in the notice which the Commission considers relevant to the investigation.”*⁸
15. Section 55(5) of the Act read, *“A person who, or an enterprise which, contravenes subsection (4), is liable to pay the Commission –*
 - (a) in the case of a person, a penalty not exceeding one hundred thousand penalty units; or*
 - (b) in the case of an enterprise, a penalty not exceeding ten percent of that enterprise’s annual turnover.”*⁹

⁵ PACRA printout dated 19th August 2025

⁶ Competition and Consumer Protection Act No. 24 of 2010, as amended by Act No. 21 of 2023

⁷ PACRA printout dated 19th August 2025

⁸ Competition and Consumer protection Act No. 24 of 2010, as amended by the Act No. 21 of 2023

⁹ Ibid

Review of Relevant Documents

Commitment Agreement Form¹⁰

It was submitted that:

16. A review of the commitment agreement form signed by the Complainant and the Respondent's representatives on 4th April 2025, revealed that the Complainant paid the Respondent the full consideration of K3,000.00 for the Respondent to manufacture and supply him with a turquoise blue 2-seater sofa.
17. The commitment form further stated that, "*Once the item is ready, pick up should be done within 3 days to avoid storage charges.*" See Annexure 2.

Receipt¹¹

It was submitted that:

18. A review of receipt number 359 dated 4th April 2025, revealed that the Complainant made a cash payment of K3,000.00 and that the money was received by the Respondent's Violet Chilambe. See Annexure 3.

Letter of Cancellation of Order by the Complainant¹²

It was submitted that:

19. A review of the Complainant's cancellation of order and demand for a refund letter addressed to the Respondent dated 18th June 2025, revealed that the Respondent received and acknowledged the letter through their Violet Chilambe on 18th June 2025.
20. Further review of the letter revealed that the initial agreement was that the Respondent would supply and deliver the sofa by 25th April 2025, within 3 weeks of the payment.
21. The letter revealed that the Complainant cited the Respondent's lack of communication and failure to honour their commitment as the reason for cancellation of the order. The Complainant further demanded that the Respondent issues him with a full refund of K3,000.00 within 7 days from the date of receipt of the letter. See Annexure 4.

¹⁰ Commitment Agreement Form signed by the Respondent and the Complainant on 4th April 2025

¹¹ Receipt number 359 dated 4th April 2025

¹² Letter of Cancellation of order by the Complainant dated 18th June 2025

Commission's Analysis of the Evidence

It was submitted that:

22. The Commission noted that the Complainant had issued two conflicting statements. Whereas in his complaint email to the Commission dated 30th June 2025, he had stated that the agreement with the Respondent was that they would contact him to advise him on when to collect the sofa, in his cancellation letter to the Respondent dated 18th June 2025, he indicated that the Respondent was supposed to deliver the sofa in question to him.
23. The Commission, however, established from a review of the commitment form signed by both the Complainant and the Respondent that the sofa, once manufactured, was to be stored at the Respondent's premises and further collected by the Complainant within 3 days. Specifically, the commitment form stated that, "*Once the item is ready, pick up should be done within 3 days to avoid storage charges.*"

Further Submissions from the Complainant

It was submitted that:

24. On 19th September 2025, the Complainant submitted that the Respondent had not refunded him and that they had not contacted him at any point.¹³

Submissions to the Commission's Preliminary Report

It was submitted that:

25. The Commission served the preliminary report on the Respondent on 1st December 2025 and on the Complainant on 15th December 2025 for them to make submissions, if any. There were no submissions from the parties.

Relevant Findings

It was submitted that:

26. The Commission established that on 4th April 2025, the Complainant paid the Respondent K3,000.00 for the Respondent to manufacture and supply him with a turquoise blue 2-seater sofa.¹⁴
27. The Commission established that according to the initial agreement, the Respondent was to supply the sofa by 25th April 2025, within 3 weeks of the payment.¹⁵
28. The Commission established that Respondent had not supplied the sofa and

¹³ Telephone conversation with the Complainant on 19th September 2025

¹⁴ Commitment Agreement Form dated 4th April 2025

¹⁵ CCPC Form IV dated 2nd July 2025

that they had not refunded the Complainant.¹⁶

29. The Commission established that the Respondent did not make submissions to the Commission despite the Notice of Investigation having been served and acknowledged by, one of the Respondent's directors, Mr. Jackson Silavwe on 3rd September 2025.

Previous cases involving the Respondent

It was submitted that:

30. A review of the Respondent's file revealed that there was no case in which the Respondent was found to have contravened Section 49(5) of the Act.

Analysis of Conduct

It was submitted that:

31. ***In analyzing the case for possible violation of Section 49(5) of the Act, the following assessment tests were used:***

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

It was submitted that:

32. The Respondent was an enterprise pursuant to Section 2 the Act. Refer to paragraph 12 above.

Whether the Complainant was a "consumer";

It was submitted that:

33. The Complainant was a consumer pursuant to Section 2 the Act. Refer to paragraph 11 above.

Whether the Respondent supplied a particular service to the Complainant;

It was submitted that:

34. According to Section 2(b) of the Act, the term 'supply' included, *"in relation to services, the provision by way of sale, grant or conferment of the services."* Further, Section 2(b) of the Act defined services as. *"includes the carrying out and performance on a commercial basis of any engagement, whether professional or not, other than the supply of goods, but does not include the rendering of any services under a contract of employment."*¹⁷ The Commission

¹⁶ Telephone conversation with the Complainant on 19th September 2025

¹⁷ Competition and Consumer Protection Act No. 24 of 2010 as amended by Act No. 21 of 2023

established that the Complainant on 4th April 2025 ordered a turquoise blue 2-seater sofa from the Respondent worth K3,000.00. The Commission established that according to the agreement, the Respondent was supposed to manufacture and supply the sofa to the Complainant by 25th April 2025, within 3 weeks of the payment. The Respondent was therefore engaged to supply carpentry services which consisted of manufacturing a 2-seat sofa in the specifications that the Complainant ordered.¹⁸

Whether the Respondent supplied the service to the Complainant with reasonable care and skill within a reasonable time or, if a specific time was agreed, within a reasonable period around the agreed time;

It was submitted that:

35. The assessment of Section 49(5) of the Act had more than one component, including: (i) supply of a service with reasonable care and skill, and (ii) supply of a service within a reasonable time around the agreed time. The analysis of the case under review, however, focused on the aspect of, “*Whether the Respondent supplied a service to a consumer within a reasonable period around the agreed time.*” The Essential Law Dictionary defined “*Reasonable Time*” as “*a fair and appropriate amount of time to do something under given circumstances*”.¹⁹
36. In the matter at hand, the Commission noted that the Complainant submitted that at the time of transacting on 4th April 2025, the Respondent advised him that the sofa would be ready for collection within 3 weeks of the payment, that was, by 25th April 2025.²⁰ The Commission noted that when the Complainant’s allegations against the Respondent were availed to the Respondent through the Notice of Investigation served on them on 3rd September 2025, the Respondent did not counter the allegations made by the Complainant that they were supposed to supply the sofa within 3 weeks of the payment. The Commission opined that the Respondent’s failure to respond to the NoI and silence in the matter demonstrated that it was indeed agreed that they would supply the sofa in question within 3 weeks of the payment date and may be deemed to indicate that they have no defense to the allegations levelled against them. This was in accordance with the Competition and Consumer Protection Tribunal (“Tribunal”) holding in the case of ***MTN Zambia Limited Vs the Competition and Consumer Protection Commission (2013)*** that: “*the Appellant’s failure to respond to the NoI issued by the Commission was a serious dereliction of duty on the part of the Appellant and could be construed to mean a lack of defence on their part*”.

¹⁸ CCPC Form IV dated 2nd July 2025

¹⁹ Essential Law Dictionary, 2004 1st Edition P414

²⁰ Letter of cancellation of order by the Complainant dated 18th June 2025

The Tribunal cited **Order 18 rule 13 of the Rules of the Supreme Court (White Book) 1999 Edition** which provided that;

“Any allegation of fact made by a party in his pleading is deemed to be admitted by the opposite party unless it is traversed by that party in his pleading or a joinder of issue under rule 14 operates as a denial of it.”

37. Further, according to the Tribunal case of **Southern Cross Motors Limited V Competition and Consumer Protection Commission (APPEAL NO. 2013/CCPT/002/CON)**, it was held that: *“Section 49(5) of the Act states that where a specific time is agreed the service must be performed within a reasonable period around that time. The concept of reasonableness is quite a nebulous concept in common law. The general rule is that performance of a contract must be precise and exact. That is, a party performing an obligation under a contract must perform that obligation exactly within the time frame set by the contract and exactly to the standard required by the contract. Sometimes the standard may be strict for instance in the case of statutory implied terms of quality in contracts for the sale and supply of goods. Whether the alleged performance satisfies this criterion is a question to be answered by construing the contract so as to see what the parties meant by performance and then applying the ascertained facts to that construction, to see whether that which has been done corresponds to that which was promised. The Act, however, requires the Tribunal to ascertain what was reasonable in the circumstances. In deciding what was reasonable in the circumstances we are guided by the Uniform Commercial Code in the Commonwealth of the United States of America. Number 1-205 of the Uniform Commercial Code provides direction on what is a reasonable time; it states:*

(a) “Whether a time for taking an action is required by the Uniform Commercial Code is reasonable depends on the nature, purpose, and circumstance of the action.

(b) An action is taken reasonably if it is taken at or within the time agreed or, if no time is agreed within a reasonable time.”

38. The Commission established that the Respondent was supposed to supply the sofa to the Complainant within 3 weeks of his full payment on 4th April 2025, an exact period of supply, however they did not. As such, the Respondent’s conduct needed to be assessed for reasonableness in line with the standard prescribed by law and applying the objective test to consider what a reasonable and prudent person would have done in the same circumstances as the Respondent. The Complainant made a full payment on 4th April 2025, when he made the order. A reasonable prudent person, therefore, having been paid in full to fulfil an order, would be expected to

perform the service and supply at the agreed time or within a reasonable time around the agreed time. The Commission further established that pursuant to the holding in the Tribunal case of ***Southern Cross Motors V Competition and Consumer Protection Commission, 2013/CCPT/002/CON***, the prudent person would be bound to stick to the agreed upon supply times. In the matter at hand, however, the Respondent had not supplied the sofa more than 5 months after the agreed supply and delivery date of 25th April 2025.

39. Considering the evidence on hand, the Commission opined that the Respondent had failed to supply a service to the Complainant within a reasonable time around the agreed time and therefore contravened Section 49(5) of the Act.

The following analysis is with regards to Section 55(4) of the Act:

Whether the Respondent was a “person” or an “enterprise;”

It was submitted that:

40. The Respondent was an enterprise pursuant to Section 2 of the Act. Refer to paragraph 12 above.

Whether the Respondent furnished the Commission, in a statement signed by a director or member or other competent officer, employee or agent of the Respondent, within the time and in the manner specified in the notice, any information pertaining to any matter specified in the notice which the Commission considers relevant to the investigation;

41. The Notice of Investigation was served on the Respondent on 3rd September 2025. The Respondent acknowledged receipt of the Notice of Investigation but did not avail the Commission with any response within the stipulated time frame of 14 days and hence contravened Section 55(4)(a) of the Act.

Board Deliberation

42. Having considered the facts, evidence and submissions in this case, the Board resolves that the Respondent contravened Section 49(5) of the Act as they failed to manufacture and supply the 2-seater sofa to the Complainant at the agreed time or within a reasonable time around the agreed time.
43. The Board further resolves that the Respondent also violated Section 55(4)(a) of the Act as they failed to respond to the Notice of Investigation served on them.

Board Determination

44. The facts and evidence of this case have shown that the Respondent was in

violation of Section 49(5) the Act. The facts and evidence of the case further showed that the Respondent also violated Section 55(4)(a) the Act of the Act.

Board Directive

45. The Board hereby directs that:
- i. The Respondent refunds the Complainant K3,000.00 within ten (10) days of receipt of the Board Decision in accordance with Section 49(7) of the Act;
 - ii. The Respondent pays the Commission a penalty of 0.5% of their annual turnover for the year 2024 with a cap of K40,000.00 for contravention of Section 49(5) of the Act in accordance with Section 49(6) of the Act and the applicable cap in line with the Competition and Consumer Protection Commission’s Guidelines for Administration of Fines, 2019 (See Appendix 1 for details);
 - iii. The Respondent pays the Commission a penalty of 0.5% of their annual turnover for the year 2024 for contravention of Section 55(4)(a) of the Act in line with Section 55(5)(a) of the Act, and;
 - iv. The Respondent submits their 2024 audited annual books of accounts to the Commission for calculation of the actual penalties 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 the order to direction, appeal to the Competition and Consumer Protection Tribunal (CCPT).

Dated this 16th day of February 2026

Akut wuda.
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**Chairperson
Competition and Consumer Protection Commission**

Annexure 1: Acknowledgement of Notice of Investigation

Wednesday, 27th August 2025

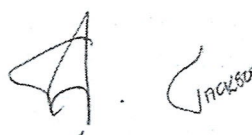
CONS/04/07/2025/00676/KSM/RM

The Managing Director
Brook Company Limited T/A Brook Crafts
Plot No. 7527, ZIMCO Yard
Freedom Way
Lusaka

Dear Sir/Madam,

RE: ALLEGATIONS OF UNFAIR TRADING PRACTICES AGAINST BROOK COMPANY LIMITED T/A BROOK CRAFTS BY MR NIGEL CHINDALO OF LUSAKA DISTRICT

Reference is made to the subject matter and Notice of Investigation dated 27th August 2025, attached herein, informing you that Brook Company Limited T/A Brook Crafts ("the Respondent") may have engaged in conduct which appears to be in contravention of Section 49(5) of the Competition and Consumer Protection Act No. 24 of 2010, as amended by Act No. 21 of 2023 ("the Act"). Specifically, Mr. Nigel Chindalo ("the Complainant"), holder of National Registration Card number 124902/10/1, alleges that on 4th April 2025, he made a cash payment of K3,000.00 to the Respondent for the purchase of a turquoise blue two-seat sofa. The Complainant alleges that the Respondent informed him that the sofa would be ready for collection in three weeks' time. The Complainant alleges that when the three weeks elapsed on 25th April 2025, without hearing from the Respondent, he contacted them on 28th April 2025, but was informed that the sofa was still not ready. The Complainant alleges that he subsequently made several follow ups and that each time he was informed that his sofa was not ready. The Complainant alleges that on 18th June 2025, he formally requested for a cancellation of his order and further demanded for a refund, but the Respondent has not given him any feedback to date. The Complainant wants the Respondent to give him a refund of K3,000.00, immediately.


03/08/25

Annexure 2: Commitment Agreement Form

27



ORDER
BROOK CRAFTS

COMMITMENT AGREEMENT

I, NIGEL CHINDALO NRC No. 124902/10/1 of house No. HIBALA SOUTH, has paid the sum of ZMK 3000 and do hereby commit to pay the balance of ZMK — on collection or delivery to Brook Crafts for the business of purchasing a 2 scooter valued at ZMK K 3000. Once the item is ready, pick up should be done within 3 days to avoid storage charges. One (1) year guarantee.

Certified and Agreed
Clients Name: NIGEL CHINDALO
Phone Number: 0974 023932
Clients Signature: [Signature]

- MOZAMBIK DESIGN
- V. FREDRICK HUNG

Brook Crafts
Representative's Name: NIGEL CHINDALO
Representative's Signature: [Signature]

Witness
Name: YOMBE MUKOSIWE
Signature: [Signature]
Date: 04.04.25

Call/whatsapp: +260 970 264720

Annexure 3: Receipt



BROOK CRAFTS

Shop No. 13, Freeway Plaza Mall, ChaChaCha Road, Lusaka
+260 974 064632 / +260 972070043
Email: craftsbrook@gmail.com

RECEIPT

TR N 1001950732

No. 353

Date: 04-04-2018

Received from MR NIGEL CHINDALO

of LIBALI SOLU

in payment for 2 SEATER

the sum of THREE HUNDRED K

Received by NIGEL CHINDALO

AMOUNT IN FIGURES
K 300

CASH

MOBILE MONEY

FULL PAYMENT

PART PAYMENT

Annexure 4: Letter of Cancellation

THE MANAGING DIRECTOR/CEO
BROOKCRAFTS
FREEWAY PLAZA MALL SHOP NUMBER 13
CHACHACHA ROAD LUSAKA

18th June, 2025.

Dear Sir/Madam,

REF: CANCELLATION OF ORDER AND REQUEST FOR REFUND.

I am writing to formally express my dissatisfaction with the delayed delivery of the two-seater sofa, that I ordered from your company on the 4th of April 2025, according to the initial agreement, the sofa was expected to be delivered by the 25th of April, 2025, (3 weeks) after payment, However, as of today, 18th June 2025, the Sofa has not been delivered, and I have not received any satisfactory explanation for this delay.

This delay has caused significant inconvenience, and despite several attempts to follow up via telephone, I have not received a resolution or timeline for fulfillment. I find this lack of communication and failure to honor your commitment both unprofessional and unacceptable.

In light of the above, I am requesting for the Cancellation of the order and a full refund of the amount I paid, which totals k5000.00, I kindly ask that this refund be processed within 7 working days from the date of this letter.

Please treat this matter with the consideration and urgency it deserves. Should I not receive the requested refund within the stipulated period, I will be compelled to escalate the issue to the "Competition, & Consumer Protection Commission" (CCPC) for resolution or redress.

I hope we can resolve this matter promptly and amicably. I look forward to your immediate response.

Sincerely,

Nigel Chindalo (Mr.)



Cell: 0974023982

Email: nchindalo@yahoo.com

VIOLET CHILAMBE

18.06.25

Appendix 1: Calculation of Penalty

The Calculation of the recommended penalty was determined as follows-

- (a) **The Competition and Consumer Protection Commission Guidelines for Administration of Fines, 2019 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"> • 3,333.33 for turnover up to 166,666.67 • 33,333.33 for turnover above 166,666.67 up to 833,333.33 • 133,333.33 for turnover above 833,333.33 up to 1,666,666.67 • 233,333.33 for turnover above 1,666,666.67 up to 5,000,000 • 500,000 for turnover above 5,000,000 up to 10,000,000 • 666,666.67 for turnover above 10,000,000 up to 16,666,666.7 • 1,666,666.67 for turnover above 16,666,666.7
Display of Disclaimer	0.5% of turnover	100,000

(b) *The Competition and Consumer Protection Commission Guidelines for Administration of Fines, 2019 further provides for additions as follows-*

- (i) The starting point of a financial penalty will be a penalty not less than 0.5% of the 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 fine determined in step (ii) above.

(c) *Whether the Respondent is a repeat offender under Section 49(5);*

The Commission's review of the case file for the Respondent showed that the Respondent was a first-time of this Provision of the Act. As such the penalty is 0.5%