

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

BETWEEN

**The Competition and
Consumer Protection
Commission**

COMPLAINANT

AND

**Thankan Limited T/A Rayon
Bus Services**

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 27th August 2025, the Competition and Consumer Protection Commission (“the Commission”) pursuant to Section 55(1) of the Competition and Consumer Protection Act No. 24 of 2010, as amended by Act No. 21 of 2023 (“the Act”) instituted investigations against Thankan Limited T/A Rayon Bus Services (“the Respondent”). Specifically, the Commission observed a notice on the Respondent’s bus ticket number 7485 dated 13th April 2025, stating that, “*The company would not accept responsibility for any loss of luggage on*

the bus in case of fire, theft or any other case. No Refund No Return.” The notice appeared to be a disclaimer in violation of Section 48(1) of the Act. The Commission wanted the Respondent to remove the displayed notice from their bus tickets, immediately. *Kindly refer to Annexure 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 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

It was submitted that:

The following assessment tests were used to consider Section 48(1) of the Act;

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 sign or notice purported to disclaim any liability or deny any right that a consumer has under the Act or any other law.

Investigations Conducted

It was submitted that:

10. The Notice of Investigation (“NoI”) and an accompanying letter were duly served on the Respondent on 19th September 2025, as evidenced by the acknowledgement of receipt.¹ The NoI originally cited “No Refund No Return” as the notice that appeared to have contravened Section 48(1) of the Act. However, after further analysis of the evidence, the Commission observed that the part of the notice stating, “The company would not accept responsibility for any loss of luggage on the bus in case of fire, theft or any other case” potentially contravened the cited provision as such, it was also included in the analysis. The Respondent made submissions in a letter dated 20th September 2025.

Findings

The Parties

The Complainant

It was submitted that:

11. The Complainant was the Commission. Section 55(1) of the Act read, “Subject to subsection (4), the Commission may at its own initiative or on complaint made by any person, undertake an investigation if it has reasonable grounds to believe that there is, or is likely to be, a contravention of any provision of the Act.”² Therefore, the Commission through its Kasama office initiated investigations in its own volition in the matter at hand against the Respondent as the notice displayed on the bus ticket number 7485 dated 13th April 2025 appeared to be a disclaimer.

The Respondent

It was submitted that:

12. The Respondent was Thankan Limited T/A Rayon Bus Services, located at Plot No. FF/862/BB1, Mpelembe Road, Roan Township, Luanshya District.³ The Respondent was registered as a local company – limited by shares (Registration No. 120120099026) with the Patents and Companies Registration Agency (PACRA).⁴ According to PACRA, the Respondent’s business was freight transport by road. According to the Act, an ‘enterprise’ means *a firm, partnership, joint-venture, corporation, company, association and*

¹ Acknowledgement of receipt of the Notice of Investigation dated 19th September 2025

² Competition and Consumer Protection Act No. 24 of 2010 as amended by Act No. 21 of 2023

³ Refer to Annex 1

⁴ Patents and Companies Registration Agency (PACRA) search on 29th September 2025

*other juridical persons, which engage in commercial activities, and includes their branches, subsidiaries, affiliates or other entities, directly or indirectly, controlled by them.*⁵ The Respondent was an enterprise as envisaged under the Act because they are a company that engaged in commercial activities of providing transport services to their clients.

Submissions from the Respondent⁶

It was submitted that:

13. In a letter dated 20th September 2025, the Respondent submitted that they were making reference to the Commission's letter dated Thursday, 11th September 2025, regarding the allegations of unfair trading practices against Thankan Limited T/A Rayon Bus Services. Specifically, the letter pertained to the notice on their tickets stated "No Refund No Return" which allegedly contravened Section 48(1) of the Competition and Consumer Protection Act No. 24 of 2010, as amended by Act No. 21 of 2023.
14. The Respondent submitted that they wished to inform the Commission that they had discontinued issuing tickets with the "No Refund No Return" disclaimer. The Respondent submitted that their bus services operated in the Western, Lusaka and Copperbelt provinces of Zambia and that they never operated in the Northern part of Zambia.
15. The Respondent submitted that about three months ago, their Director received a call from a passenger in Isoka who claimed that one of their buses had passed without picking her up and that she requested a refund. The Respondent submitted that after further investigation, it was discovered that the passenger was referring to a certain bus company with a similar pronunciation as Rayon. The Respondent submitted that the confusion arose because someone masquerading as a Rayon worker had issued her a bus ticket, leading her to mistakenly believe it was their bus.
16. The Respondent submitted that they were assuring the Commission that their company policies were in line with the provisions of the Act, aiming to ensure fair trading practices and protect consumer rights in Zambia.
17. The Respondent submitted that they appreciated the Commission's efforts in ensuring compliance with consumer protection laws and were committed to cooperating fully with any further investigations or inquiries.

⁵ Competition and Consumer Protection Act No. 24 of 2010 as amended by Act No. 21 of 2023

⁶ The Respondent's response letter dated 20th September 2025

Review of Bus Ticket Number 7485

It was submitted that:

18. A review of bus ticket number 7485 dated 13th April 2025 revealed that a notice which stated that, "*The company would not accept responsibility for any loss of luggage on the bus in case of fire, theft or any other case. No Refund No Return*" was displayed. **See Annexure 1.**

Submissions to the Commission's Preliminary Report

It was submitted that:

19. The Commission served the preliminary report on the Respondent on 13th November 2025.
20. In a letter dated 19th November 2025, the Respondent submitted they acknowledged the Commission's preliminary report and in response, submitted an amended receipt on which the disclaimer was removed.
21. The Respondent further requested an extension of up to 14 working days in which to submit audited books to the Commission.⁷

Relevant Findings

It was submitted that:

22. The Commission established that the Respondent had displayed a notice on their bus ticket number 7485 dated 13th April 2025 which stated, "*The company would not accept responsibility for any loss of luggage on the bus in case of fire, theft or any other case. No Refund No Return.*"⁸
23. The Commission established that the assertions that the Respondent had discontinued using bus tickets with the disclaimer could not be proven because the Respondent did not submit an amended bus ticket.

Previous Cases Involving the Respondent

It was submitted that:

24. A review of the Respondent's case file revealed that there was no previous case in which the Respondent was found to have breached Section 48(1) of the Act.

⁷ Response letter from the Respondent dated 19th November 2025

⁸ The Respondent's bus ticket No. 7485

Analysis of Conduct

It was submitted that:

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 12 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. The Black’s Law dictionary defined an Owner, “as one who has the right to possess, use, and convey something; a person in whom one or more interests are vested”. Furthermore, the Black’s Law dictionary defined an Occupant, “as one who has possessory rights in, or control over, certain property or premises”.⁹ In this case, the Respondent was an occupier of the trading premises located at Plot No. FF/862/BB1, Mpelembe Road, Roan Township, Luanshya District where the NOI was served. Therefore, the Respondent was an occupier of the trading premises.

Whether the Respondent displayed a sign or notice;

It was submitted that:

27. In the Competition and Consumer Protection Tribunal case of **Zamm Imports Limited Vs the Commission 2014/CCPT/008/CON**, “display” was defined 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”.¹⁰ It was further held that, “display can not only be restricted to public, on a wall, bill board, notice board, or public place but also on a receipt”.¹¹ This, therefore, meant that the exhibit can either be notice on the wall, at the till or printed on the 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. The Commission established that the Respondent’s bus ticket no. 7485 dated 13th April 2025

⁹ Black’s Law dictionary, fifth edition, page 987

¹⁰ Zamm Imports Limited Vs the Commission 2014/CCPT/008/CON

¹¹ Ibid

had a notice which read, “The company would not accept responsibility for any loss of luggage on the bus in case of fire, theft or any other case. No Refund No Return.”¹² Therefore, the Respondent did display a notice.

Whether the Complainant was a consumer;

It was submitted that:

28. The Commission established that the Respondent operated a business of providing transport services to consumers. In the case under consideration, the Commission established that bus ticket no. 7485 dated 13th April 2025 was issued by the Respondent to a consumer to travel from Lusaka to Kabwe. (See Annexure 1)

Whether the sign or notice purported to disclaim any liability or deny any right that a consumer had under the Act or any other law;

It was submitted that:

29. The Black’s Law Dictionary defined “disclaimer” as, “a repudiation of another’s legal right or claim.”¹³ The Act inferred 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.”¹⁴ Disclaimers frequently served to unjustly absolve traders of responsibility, denying consumers the ability to seek redress when they receive unsuitable goods or services. This practice undermined consumer welfare, as it allowed traders to escape accountability for the quality and appropriateness of their offerings simply by displaying disclaimers. As a result, consumers are left without recourse when faced with substandard or poorly delivered services. To counter these negative effects, the display of such unreasonable disclaimers is prohibited to ensure fair trading and consumer protection. In the matter at hand, the Commission established that the Respondent’s bus ticket no. 7485 dated 13th April 2025, had a notice which read, “The company would not accept responsibility for any loss of luggage on the bus in case of fire, theft or any other case. No Refund No Return.”¹⁵ The Commission further established that the notice in issue consisted of two components which could be analysed separately for purposes of Section 48(1) of the Act. These are; (i) “The company would not accept responsibility for any loss of luggage on the bus in case of fire, theft or any other case” and (ii) “No refund No Return”

¹² The Respondent’s bus ticket no. 7485

¹³ Black’s Law dictionary, fifth edition

¹⁴ Section 48(1) of the Competition and Consumer Protection Act No. 24 of 2010, as amended by Act No. 21 of 2023

¹⁵ Ibid

30. The Commission established that the first part of the notice stating that, "*The company would not accept responsibility for any loss of luggage on the bus in case of fire, theft or any other case*" effectively created a barrier that could unjustly strip consumers of their right to seek redress from the Respondent when their luggage, lawfully on the bus, is damaged or goes missing. The Commission established that the first part of the notice further implied an absolute prohibition of any claims concerning the consumers' luggage, regardless of the circumstances, even if the claim arose due to the Respondent's own actions or negligence in handling the clients' luggage. Specifically, the Commission established that, at any given instance, the Respondent was contracted to transport clients' luggage when (i) clients specifically pay for luggage to be transported from one location to another, and (ii) clients carry luggage with them on the Respondent's buses when they purchase a bus ticket. The Commission established that in both instances, the luggage is legally on the Respondent's buses and, as such, the Respondent is required to reasonably take care of the luggage. The Commission is however aware of the responsibility consumers have to take care of their property, particularly, hand luggage whilst on the bus.
31. Further, the Commission established that the transporting luggage also formed part of the paid-for services that the Respondent offered to their clients and Respondent was required to exercise reasonable care and skill when entrusted with their clients' luggage. The Commission therefore established that it was unlawful for the Respondent to deny the consumers the right to hold the Respondent responsible for any damage that occurs to their luggage while the said luggage was in the Respondent's care. The Commission thus established that any notice that purported to limit or completely remove the Respondent's liability regarding a service they are paid to perform amounted to a disclaimer.
32. The Commission established that the second part of the notice stating, "*No Refund No Return*", amounted to a blanket denial of refunds, which contradicted consumer protection objectives that aim to ensure consumers have access to fair remedies when service providers fail to meet their obligations, for example, if the Respondent failed to supply transportation services with reasonable care and skill, as outlined in Section 49(7) of the Act which provided that where a service had not been supplied to a reasonable standard, the service provider must, "*within fourteen days of the provision of the service concerned, refund to the consumer the price paid for the service...*"¹⁶

¹⁶ Section 49(7)(a) of the Competition and Consumer Protection Act No. 24 of 2010, as amended by Act No. 21 of 2023

33. The Commission established that in the transportation industry, it was important to offer consumers a reasonable opportunity to demand a full refund where the service provider had failed to supply the transportation services as outlined in the agreement or during transaction stage. Therefore, the notice stating that “*No Refund No Return*” displayed on the bus ticket purported to deny consumers the right to claim a refund that they have under the Act, in an event that the Respondent failed to provide the transportation services to the consumers.
34. The High Court ruling in ***Zambiri Traders Limited Vs the Commission 2014/HPC/0011***¹⁷ established that disclaimers are treated as strict liability cases under Section 48(1) of the Act. In this case, the Respondent’s bus ticket no. 7485 dated 13th April 2025, displayed the words “*No Refund No Return*”¹⁸ which effectively communicated to its customers that once they had purchased a bus ticket, they had no right to a refund even where the Respondent engaged in unfair trade practices such as misleading conduct or failing to supply suitable services. Consequently, by displaying the notice in question, the Respondent was in contravention of Section 48(1) of the Act because the notice purported to deny consumers the right to redress that they have under the Act if they were victims of unfair trade practices by the Respondent.
35. The Commission noted that the Respondent had since removed the disclaimer from their bus tickets.¹⁹

Board Deliberation

36. Having considered the facts, evidence and submissions in this case, the Board resolves that the Respondent did engage in unfair trading practices as relates to the display of a disclaimer in violation of Section 48(1) of the Act.

Board Determination

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

Board Directives

38. The Board hereby directs that:

¹⁷ Zambiri Traders Vs CCPC delivered on 3rd June 2014

¹⁸ The Respondent’s Bus Ticket No. 7485

¹⁹ Response letter from the Respondent dated 19th November 2025

- i. The Respondent pays a penalty of 0.5% of their annual turnover for the year 2024 with a cap of K40,000.00 for displaying a disclaimer on their bus ticket number 7485 dated 13th April 2025 in accordance with Section 48(2) of the Act and in line with the Competition and Consumer Protection Commission Guidelines for Administration of Fines, 2019 (**Refer to Appendix 1**); and
- ii. The Respondent is ordered to submit their audited books of accounts for 2024 within 30 days of receipt of the Board Decision so that the Commission determines the applicable penalty they are liable to pay 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

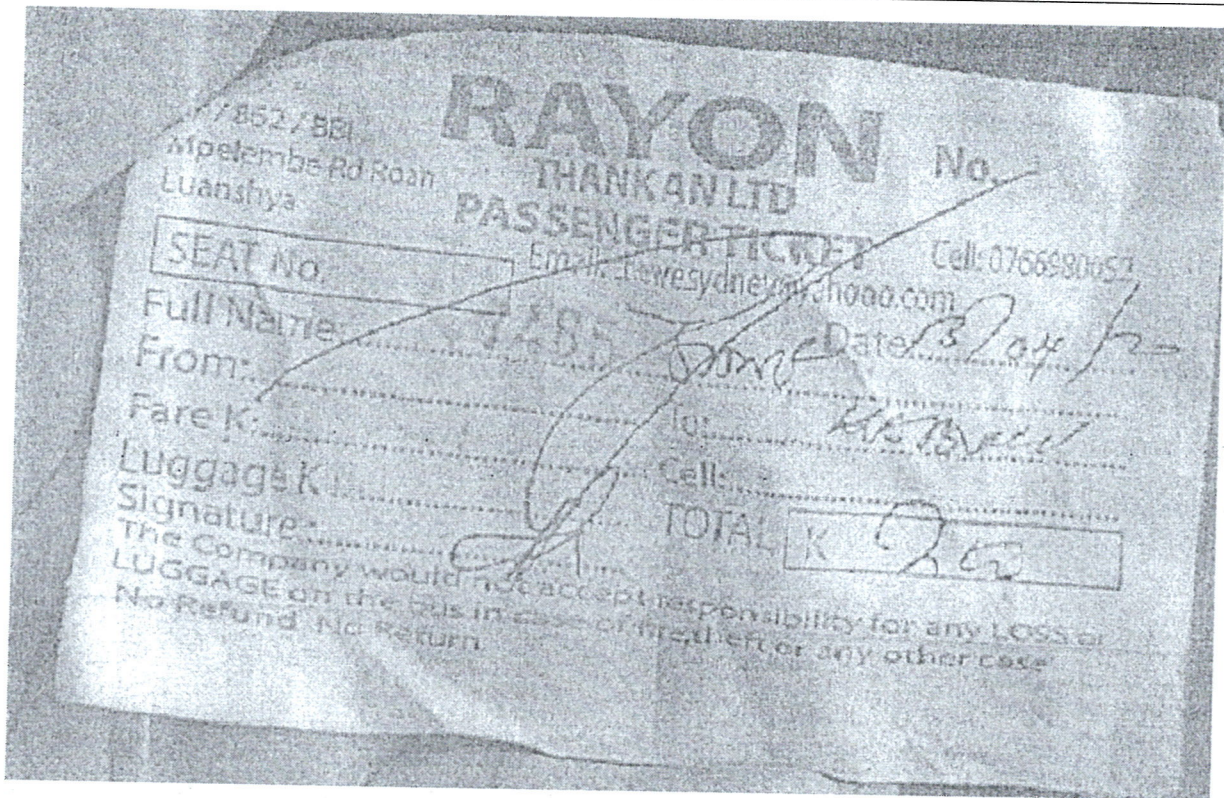
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Chairperson

Competition and Consumer Protection Commission

Annex 1: Bus Ticket No. 7485



Appendix 1- Calculation of the 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	0.5% of turnover	(a) 3,333.33 for turnover up to 166,666.67
False or misleading representation		(b) 33,333.33 for turnover above 166,666.67 up to 833,333.33
Price Display		
Supply of defective and unsuitable goods and services		(a) 133,333.33 for turnover above 833,333.33 up to 1,666,666.67
Section 49 except for Section 49(1)		(b) 233,333.33 for turnover above 1,666,666.67 up to 5,000,000
		(c) 500,000 for turnover above 5,000,000 up to 10,000,000
		(d) 666,666.67 for turnover above 10,000,000 up to 16,666,666.7
		(a) 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-*

- (a) The starting point of a financial fine will be a fine not less than 0.5% of the annual turnover for first time offenders.
- (b) The starting point of a financial fine for a repeat offender will be the previous fine charged by the Commission.
- (c) Thereafter, the Commission will be adding a 10% of the fine determined in step (ii) above.

(d) *Whether the Respondent is a repeat offender under Section 48(1) of the Act;*

The Commission's review of the case file for the Respondent showed that the Respondent is a first offender under this provision of the Act. As such, the penalty will be 0.5%.