

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

APPLICANTS:

Mrs. Chipili Caritus Chomba Kasonteka

COMPLAINANT

AND

Sun Show Enterprise Company Limited

RESPONDENT

BEFORE:

Commissioner Angela Kafunda

- Chairperson

Commissioner Sikambala M. Musune

- Vice Chairperson

Commissioner Derrick Sikombe

- Member

Commissioner Onesmus Mudenda

- Member

Commissioner Bishop Dr. Wilfred Chiyesu

- Member

Commissioner Pelmel H. Bonda

- 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 June 2024, the Competition and Consumer Protection Commission ("the Commission") received a complaint from Mrs. Chipili Caritus Chomba Kasonteka ("the Complainant") against Sun Show Enterprise Company Limited ("the Respondent") on allegations of unfair trading practices. Specifically, the Complainant alleged that on 23rd March 2024, she entered into a lay-by agreement with the Respondent for the purchase of a kitchen unit worth K7,150.00 and that she made a cash payment of K1,000.00. The Complainant further alleged that according to the agreement, she was to pay for the kitchen unit within a period of 3 months.

2. The Complainant alleged that towards the end of April 2024, she cancelled the lay-by agreement due to financial challenges. The Complainant alleged that the Respondent informed her that she was not entitled to any refund as the lay-by agreement stated that, “No Cancel, No exchange, No money back”. The Complainant alleged that the Respondent’s notice on their lay-by agreement appeared to be a disclaimer. The Complainant sought the Commission’s intervention in the matter as the Respondent’s notice on their lay-by agreement appeared to be a disclaimer. (**Kindly refer to Appendix 2**).

Legal Contravention and Assessment Tests

Legal Contravention

It was submitted that:

3. 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”).
4. 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.”
5. 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 thousand penalty units; or,
 - b) In the case of an enterprise, a penalty not exceeding ten percent of that enterprises’ annual turnover.”

Assessment Tests

It was submitted that:

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

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; and

- 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.

Investigations Conducted

It was submitted that:

- The Commission sent the Notice of Investigation and the accompanying letter to the Respondent on 26th July 2024, via Zampost, however, it was duly received by the Respondent on 21st August 2024. The Commission instituted investigations in the matter under Section 48(1) and Section 49(5) of the Act. However, during the process of investigations, the Commission found that the matter bordered on Section 48(1) only. Hence the report was analyzed under Section 48(1) of the Act. The Commission further reviewed the Respondent's lay-by agreement.

Findings

The Parties

The Complainant

It was submitted that:

- The Complainant was Mrs. Chipili Caritus Chomba Kasonteka, a resident of Mkushi District.¹ 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*".² In view of the above definition, the Complainant qualified as a consumer as she entered into a lay-by agreement with the Respondent for the purchase of a kitchen unit for her personal use.³

The Respondent

It was submitted that:

- The Respondent was Sun Show Enterprise Company Limited whose registered business address was Plot No. 25808/M/6, Great North Road, 15 miles, Katuba, Lusaka.⁴ However, the Respondent also had an outlet located opposite Marcopolo tiles, Mkushi. The Respondent was a registered company (Registration No. 120170004292) with the Patents and Company Registration

¹ CCPC Form IV dated 27th June 2024

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

³ CCPC Form IV dated 27th June 2024

⁴ PACRA search on 21st August 2024

Agency (PACRA).⁵ The Respondent's nature of business according to their PACRA details was 'Manufacture of other Food Products.'⁶⁷ According to the Act, an "enterprise" was defined as, "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". Therefore, the Respondent was an enterprise as they were a company engaged in commercial activities of supplying various products to the public as evidenced by the lay-by agreement in question whereby, they were to sell a kitchen unit to the Complainant.

Further Submissions from the Complainant⁸

It was submitted that:

12. On 5th July 2024, the Complainant submitted that the Respondent refunded her K700.00 and charged her K300.00 as a cancellation fee. The Complainant submitted that she was satisfied with the resolution.

Submissions from the Respondent⁹

It was submitted that:

13. On 23rd August 2024, the Respondent submitted that they did not contravene Section 49(5) of the Act because the Complainant agreed to pay for the kitchen unit on lay-by basis and that she made an initial payment of K1,000.00. The Respondent submitted that they acknowledged having had a disclaimer that stated, "No cancel, no exchange, no money back". The Respondent submitted that the Complainant was refunded K700.00 and K300.00 was cancellation fee owing to the loss of business opportunities from both planned and impulse buyers if the kitchen unit was put on display. The Respondent submitted that the Complainant was satisfied with the K700.00 refund.
14. The Respondent further submitted that the complaint enabled them to understand that a disclaimer was against the Act, therefore, they had removed the disclaimer to comply with Zambian Business Laws. The Respondent submitted that they had cooperated with the Commission in investigations by voluntarily disclosing the existence of the agreement. The Respondent also submitted that their admission that the disclaimer inscription existed was an

⁵ PACRA search dated 20th August 2024

⁶ Ibid

⁷ Given the lack of a direct relationship between the official nature of the Respondent's business, the Commission had to obtain a physical receipt (with a TPIN) from the Respondent's shop in Mkushi in order to prove that the correct Respondent had been cited. The receipt was obtained on 30th July 2025, and the TPIN 1004271377 displayed on the receipt was found to belong to the Respondent.

⁸ Telephone conversation with the Complainant on 5th July 2024

⁹ Letter to the Commission from the Respondent dated 23rd August 2024

admission that they may have contravened Section 48(1) of the Act. The Respondent submitted that they were seeking for leniency from the Commission in dealing with the disclaimer charge as provided under Section 79(1) of the Act. The Respondent lastly submitted that the Commission should reach out to other business houses which were as ignorant as them in matters of the Commission by undertaking sensitization activities to ensure they conduct business within the confine of the Zambian business law.

A Review of the Respondent's Lay-by Agreement¹⁰

It was submitted that:

15. The Commission reviewed the Respondent's hand-written lay-by agreement between them and the Complainant dated 23rd March 2024. The review revealed that the agreement was for the purchase of a kitchen unit worth K7,150.00. The agreement also revealed that the Complainant made a down payment of K1,000.00 leaving a balance of K6,150.00. The review further revealed that the agreement had a notice that stated, "*No Cancel, No exchange, No money back*".

Submissions to the Commission's Preliminary Report

It was submitted that:

16. The Commission's preliminary report was served on the Complainant and the Respondent on 6th October 2025 and 3rd November 2025 respectively, for them to make further submissions. However, there were no submissions received from the Complainant.

Submissions from the Respondent¹¹

It was submitted that:

17. The Respondent submitted that they had developed a standard Lay-by Agreement Form and they submitted a copy to the Commission for review. The Respondent further submitted that they were requesting for an extension for them to submit audited books of accounts for the year 2023.

¹⁰ The Respondent's Lay-by Agreement dated 23rd March 2024

¹¹ Letter from the Respondent dated 20th November 2025

Review of the Respondent's Lay-by Agreement Form¹²

It was submitted that:

18. The Commission reviewed the Respondent's standard lay-by agreement form. The review revealed that the Lay-by agreement had no notice that stated "*No Cancel, No exchange, No money back*".

The Commission's Response to the Respondent's Submissions

It was submitted that:

19. *The Respondent submitted that they were requesting for an extension for them to submit audited books of accounts for the year 2023.* The Commission noted that the audited annual books of accounts for the year 2023 could be submitted within 30 days of receipt of the Board Decision in accordance with Section 58(1) of the Act.

Relevant Findings

It was submitted that:

20. The Commission established that the Complainant entered into a lay-by agreement with the Respondent on 23rd March 2024, for the purchase of a kitchen unit worth K7,150.00.¹³
21. The Commission established that the Respondent had displayed a notice on their lay-by agreement which read, "*No Cancel, No exchange, No money back*".¹⁴
22. The Commission established that the Respondent later removed the notice from their lay-by Agreement.
23. The Commission established that the Respondent refunded the Complainant K700.00, that is, they charged her K300.00 as a cancellation fee, and that she was satisfied with it.¹⁵

Previous Cases involving the Respondent

It was submitted that:

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

¹² The Respondent's Lay-by agreement submitted to the Commission for review

¹³ Ibid⁵

¹⁴ Ibid⁵

¹⁵ Telephone conversation with the Complainant on 5th July 2024

Analysis of Conduct

It was submitted that:

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

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

It was submitted that:

25. 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”. A “shop” was defined as “A business establishment or place of employment; a factory, office, or other place of business”.¹⁶ As per paragraph 10 of the report, the Respondent was involved in the business of supplying products to the public in Mkushi from where the lay-by agreement in question was concluded. As such, the place of business qualified as a shop. In this regard, the Respondent was an occupant of a shop as they exercised control over it during the course of business.

Whether the Respondent displayed a sign or notice;

It was submitted that:

26. 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”.¹⁷ It was further held that “display can not only be restricted to the public, on a wall, bill board, notice board, or public place but also on a receipt”.¹⁸ This therefore meant that the exhibit could either be a notice on the wall, at the till or printed on the receipt, invoice, platform or any other document related to a transaction between a consumer and an owner or occupier of a shop or any other trading premises. Therefore, the Commission established that the Respondent had displayed a notice on the lay-by agreement between themselves and the Complainant which read: “No cancel, no exchange, no money back”.¹⁹

¹⁶ Black’s Law Dictionary, Eighth Edition, page 4302

¹⁷ Zamm Imports Limited Vs the Commission 2014/CCPT/008/CON

¹⁸ Ibid

¹⁹ Letter to the Commission from the Respondent dated 23rd August 2024

Whether the 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:

27. The notice "No cancel, no exchange, no money back" displayed on the lay-by agreement in question purported to restrict the forms of redress to the Complainant as it did not allow her to cancel the agreement, exchange the item on lay-by or get a refund. Of particular interest to the Commission was the part stating 'No cancel' and 'no money back' because in their operation they imply the Complainant could not cancel the agreement and get a refund as redress even if the Respondent engaged in unfair trade practices despite the Act providing for refunds as a form of redress.
28. The High Court ruling in **Zambiri Traders Limited Vs the Commission 2014/HPC/0011**²⁰ found that disclaimers were treated as strict liability cases in line with Section 48(1) of the Act. In this case, the part of the notice which stated that 'No cancel' and 'no money back' displayed on the lay-by agreement in question purported to deny the right the Complainant had under the Act to cancel the agreement and obtain a refund as redress if the Respondent engaged in an unfair trading practice such as failing to supply her with a kitchen unit or any misleading conduct.
29. The Commission, however, noted that the Complainant was refunded K700.00 after the Commission's intervention implying that the Respondent charged her 30% of the instalment amount as the penalty for cancellation. The Commission noted that the Complainant was satisfied with the outcome and opined that it could not introduce new terms where both parties had reached a negotiated agreement. Nonetheless, the Commission established that the Respondent violated Section 48(1) of the Act.

Board Deliberation

30. 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 on their lay-by agreement with the Complainant and hence violated Section 48(1) of the Act.

Board Determination

31. The facts and evidence of this case have shown that the Respondent violated Section 48(1) of the Act.

²⁰ Zambiri Traders Limited Vs CCPC delivered on 3rd June 2014

Board Directive

32. The Board hereby directs that:
- i. The Respondent pays a penalty of 0.5% of their annual turnover for the year 2023, with a cap of 100,000 penalty units, for displaying a disclaimer on their lay-by agreement in line 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 submits to the Commission, their audited annual books of accounts for the year 2023 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 thirty (30) days of receiving this order or directive, appeal to the Competition and Consumer Protection Tribunal.

Dated this 16th day of February 2026


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**Chairperson
Competition and Consumer Protection Commission**

Appendix 1 - Calculation of Penalty

The Calculation of the recommended penalty was determined as follows-

(a) **The Competition and Consumer Protection Act No. 24 of 2010 as amended: 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"> • 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 Act No. 24 of 2010 as amended: 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) of the Act;

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

Appendix 2:

M/MARCH Date 23/03/20 095
SUN SHOW ENTERPRISES
(3) Months lay buy kitchen unit
Metal 3 in 1... FOR K 7,150
first payment: K 1,000
Balance: K 6,150
Customer Details: Mrs Kasonteka
Done: Elina Kasonteka 0976135050
0978 9630570 - Sign: [Signature]
No Cash, No exchange, No money back
Alky