



COMPETITION & CONSUMER PROTECTION COMMISSION

*Protecting and Enhancing Competition and Consumer Welfare in the Economy for
the Benefit of Zambia*

CONSUMER PROTECTION

A Guide for Consumers
**Under the Competition and Consumer
Protection Act (CCPA) No. 24 Of 2010**

1.0 Introduction

- 1.1 Part VII of the Competition and Consumer Protection Act provides the primary provisions of consumer protection in Zambia. The Act was enacted in 2010 and is enforced by the Competition and Consumer Protection Commission. This brochure provides an overview of the various provisions under Part VII of the Act. However, this brochure is not a substitute for the Act and the regulations and orders made under it, nor a definitive interpretation of the law. If you are not sure about how the law applies in the context of your particular situation, you may wish to seek legal advice.
- 1.2 Consumers in their daily activities are faced with a number of challenges that they may not even know how constitute a violation of the Act. It is important that consumers know what constitutes a violation of the Act and how they can seek redress as they interact with traders and enterprises.

2.0 The Provisions dealing with consumer protection

- 2.1 Part VII of the Act particularly Section 45 to 54 provides for consumer protection provisions. Among others, these form the basis for the determination of offences under the law and what measures need to be taken when a particular section is violated.
- 2.2 **Unfair Trading-Section 46 as read with 45**

- (i) Section 46 as read together with Section 45 makes it an offence to engage in an unfair trading practice. A consumer is not supposed to be misled into a contract or coerced into making a decision against his/her will. Anything that distorts a consumers' purchasing decision is against the law. Whether it is by force/pressure, inducement, a lie or any other act. Therefore traders are at all times expected to exhibit good faith and to be honest in their dealings with consumers.



2.3 False or misleading representation – Section 47



- (i) When someone is telling you as a customer that certain goods or services are of a particular standard, quality, value, grade, composition, style or model or have a particular history or previous use or makes a statement knowing the same not to be true at the time they are making that statement commits an offence. When you as a consumer act on the belief that what the trader told you was true and then it turns out that it is not true, it means you were misled and hence, the trader violated the law. For example when the trader tells you the radio plays MP3s, you buy then it happens that it does not play such file formats.

2.4 Prohibition of Display of Disclaimers – Section 48

- (i) A disclaimer is where a trader states in plain language that he/she is not responsible for anything that happens to the goods or services sold to you by him/her. It might read as follows, *“Once goods are bought, we don't accept returns; we don't give refunds or replace them.”* These inscriptions are meant to deny



responsibility for the failures of goods or services by the traders or companies. At times they are displayed in the premises or written on receipts. When you see these inscriptions displayed, inform the Commission or advise the trader of the illegality of the inscriptions. Be sure to review the store's return or exchange policy which is traditionally found either near the teller, at the entrance of the store, or printed on the receipt.

2.5 Prohibition of Supply of Defective Goods and Unsuitable Services - Section 49



(i) Defective goods are loosely defined as unsuitable goods, not fit for purpose or not as indicated by the consumer. It is important that all shoppers avoid unnecessary frustration of purchasing defective products or being scammed by exercising reasonable care and caution when making purchases. Second hand goods can be affordable but be mindful that these goods will not hold the same quality of an item purchased brand new.

2.6 Product Labelling - Section 50

(i) Product labels are meant to give identity to the products. These are important for consumers to make informed decisions and people have a right to know what is in the food they are eating, and that the food is safe. Product labels should include the expiry dates, the name of the manufacturer and their contact details, the name of the products, the ingredients in the products and how to use them. These are not for display but for consumers to read. It is important



to read each product label before buying for your own safety and satisfaction. The labels on the product should be in a language that is official and here in Zambia, they should be in English.

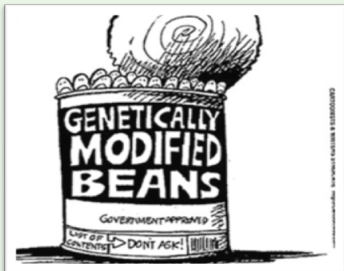
2.7 Price display - Section 51

- (i) (i) We all need to know how much a product or service costs. Traders are not supposed to charge a customer more than the price displayed in normal circumstances. Price display helps consumers to compare products as they shop around. It also reduces arguments with the trader on how much a customer is supposed to pay. The displayed price becomes your evidence when you take your complaints to the CCPC.



1.2 Consumer Product Safety - Section 52

- (i) Consumers need to be protected from goods or services that may be harmful to them. This is the purpose of the provision for consumer product safety. Consumers should not normally get ill, injured or affected in anyway by the products they buy and are found to be unsafe. Imagine you buy a car and when you drive it, the pedals stick and the steering wheel locks while in motion and you have an accident. It means that particular car is faulty. What if you buy bread and later you get ill because the bread was exposed to insecticides where you bought it? There are many things that may happen. Consumers need to be protected from negligence of traders. That is why it is important for consumers to read the labels, the manuals, follow instructions written or oral and do everything they can to limit their mistakes.



1.9 Unfair Contract Terms – Section 53

- (i) Have you ever been told that bags are not allowed on a bus and that they should be in the bus carrier only to find the goods are lost? When you claim for your goods only to be told that they were carried at your own risk. Can you think of any incident where despite doing what you could, the trader took advantage of your weak position and made you suffer losses? Unfair contract terms are not recommended in a contract because they cause significant imbalance in the rights of the consumers and normally, the consumers suffer at the end. Before you enter into a contract, make sure you understand the terms and conditions of the contract. We enter into contracts every day. When you buy bread, when you get on a minibus, when you pay school fees or start school, you enter into a contract.

1.10 HOW CAN I OBTAIN FURTHER INFORMATION ABOUT THE ACT?

- (i) Detailed information on the Act is given in a series of guidelines published by the Commission. Otherwise, the full text of the Act itself can be obtained from Government Printers, along Church Road

Cartoons in this publication courtesy of
http://www.info.gov.za/vukuzenzele/number31/articles_consumers.htm

HOW TO OBTAIN FURTHER INFORMATION ABOUT CCPC?

Further information about CCPC can be obtained by visiting the Commission offices.
You can also call or write to:

The Executive Director

Competition & Consumer Protection Commission,
4th Floor Main Post Office, Cairo Road,
P. O Box 34919
Lusaka
Tel: +260-211-222787
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Kitwe Office

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Tel: +260-212-221115
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Chipata Office

2nd Floor Natsave/Zesco Building
Cnr Jonathan & Perirenyatwa Roads
P.O. Box 510007
Chipata, Zambia
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Kabwe Office

3rd Floor 309 Mukuni House
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Kasama Office

Compensation House, Room 204-205
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Livingstone Office

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Solwezi Office

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You can also visit our website on www.ccpc.org.zm
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