

SUMMARY OF SUPPLIER OBLIGATIONS	SECTION/S
<p><b>Safeguarding of consumers' electronic signature</b> Take reasonable measures to prevent the use of a consumer's electronic signature for any purpose other than the signing or initialling of the particular document that the consumer intended to sign or initial.</p>	2(4)
<p><b>Provision of system for opt out requests</b> A person authorising, directing or conducting any direct marketing must have in place a way of ensuring that opt out requests are honoured</p>	11
<p><b>Notification of expiration of fixed term agreement</b> Give a consumer between 40-80 business days written notice of the impending expiry date of a fixed term of the consumer agreement</p>	14(2)
<p><b>Crediting of consumer with outstanding balances</b> Upon cancellation of a consumer agreement, credit the consumer with any amount that remains the property of the consumer as of the date of cancellation</p>	14(3)
<p><b>Refunding of payments IRO cancelled direct marketing agreements</b> Return any payment received from the consumer relating to a cancelled direct marketing agreement within 15 business days</p>	16(4)
<p><b>Acceptance of the cancellation of advance bookings, reservations or orders</b> Accept the cancellation of any advance booking, reservation or order for any goods or services to be supplied</p>	17(2)
<p><b>Delivery of the correct goods</b> Deliver goods to the consumer that in all material respects and characteristics correspond to the description or sample</p>	18(3)
<p><b>Correct deliver of the goods or performance of the services</b> Unless expressly agreed otherwise, deliver the goods or perform the services— (i) on the agreed date and at the agreed time, if any, or otherwise within a reasonable time after concluding the transaction or agreement; (ii) at the agreed place of delivery or performance; and (iii) at the cost of the supplier, in the case of delivery of goods</p>	19(2)
<p><b>Permitting examination of goods</b> Allow the consumer, on request, a reasonable opportunity to examine those goods for the purpose of ascertaining whether the consumer is satisfied with the goods</p>	19(5)

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<p><b>Refunding of outstanding balances upon cancellation</b>  Provide a refund, less any permissible deduction, of any consideration paid for goods returned arising from:</p> <ul style="list-style-type: none"> <li>(a) direct marketing</li> <li>(b) not having had an opportunity to examine them before delivery</li> <li>(c) delivery of a mixture of goods</li> <li>(d) goods not satisfying a particular purpose communicated to the supplier</li> </ul>	20(2)
<p><b>Communication in plain language</b>  Provide notices &amp; documents etc in the prescribed form or in plain language</p>	22(1)
<p><b>Prevention of interference with trade marks</b>  Take reasonable steps to prevent any person from tampering with a trade description or trade mark</p>	24(3)
<p><b>Disclosure of origin of goods</b>  Disclose the country of origin of goods prescribed by the Minister</p>	24(5)
<p><b>Disclosure of genetically modified content</b>  Disclose the presence of any genetically modified ingredients or components of any goods prescribed by the Minister</p>	24(6)
<p><b>Disclosure of reconditioned or gray market goods</b></p>	25 (1)
<p><b>Disclosure of unauthorised importation</b>  Disclose that trade marked goods that have been imported without the approval or licence of the registered owner of that trade mark</p>	25 (2)
<p><b>Provision of written transaction record</b>  Provide a written record of transaction for goods or services supplied</p>	26 (2), 50(1)
<p><b>Provision of prescribed information by intermediary</b>  Intermediary in the sale of any property or services must disclose prescribed information and keep records</p>	27 (1)
<p><b>Caller Identification</b>  Wear or display identification device or provide identification when calling on consumer</p>	28
<p><b>Alerting consumer to cancellation rights</b>  Inform the consumer, in the prescribed manner and form, of the right to rescind an agreement arising from directly marketing</p>	32(1)

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<p><b>Disclosure of information in catalogues etc</b>            Disclose the prescribed information to a consumer if catalogue marketing</p>	33 (3)
<p><b>Disclosure of information regarding promotional offers</b>            Ensure that documents re promotional offers clearly state—</p> <ul style="list-style-type: none"> <li>• the nature of the prize etc. being offered;</li> <li>• the goods or services to which the offer relates;</li> <li>• the steps required by a consumer to accept the offer</li> <li>• the particulars of how the consumer may receive the prize etc</li> </ul>	34 (4)
<p><b>Holding of sufficient stock to meet demand for promotional offers</b>            Ensure that the supply of the particular prize, reward, gift, free or reduced price good, or the capacity to provide enhanced quality or services, is sufficient to accommodate all reasonably anticipated demands resulting from the offer</p>	34 (5)
<p><b>Holding of sufficient stock to meet demand for loyalty programme</b>            The sponsor of a loyalty programme or a linked supplier must—</p> <ul style="list-style-type: none"> <li>• ensure that an adequate supply of the goods or services is available;</li> <li>• accept any tender of sufficient loyalty credits or awards as adequate consideration for the price</li> </ul>	35 (4)
<p><b>Transparency in promotional competitions</b>            The promoter of a promotional competition must:</p> <ul style="list-style-type: none"> <li>• prepare competition rules for the competition;</li> <li>• make the competition rules available to the Commission and to any participant, on request and without cost</li> <li>• retain a copy of the competition rules for the prescribed period after the end of the competition</li> </ul>	36(3)
<p><b>Disclosure of information regarding promotional competitions</b>            The promoter of a promotional competition must ensure the offer to participate in a promotional competition clearly states:</p> <ul style="list-style-type: none"> <li>• the benefit</li> <li>• the steps required to participate</li> <li>• the rules of the competition</li> <li>• how to get a copy of the rules</li> <li>• how to receive any prize</li> </ul>	36(5)

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<p><b>Transparency regarding work from home schemes</b>  An advertisement promoting work from home etc must:</p> <ul style="list-style-type: none"> <li>• warn, in the prescribed wording and form, of the uncertainty of the extent of: <ul style="list-style-type: none"> <li>- work, business or activity available</li> <li>- income or other benefit to be derived</li> </ul> </li> <li>• disclose the details of the person promoting the matter and the nature of the work, business, activity or investment</li> </ul>	37(2)
<p><b>Transparency in auctions</b>  Give advanced notice that a sale by auction is subject to:</p> <ul style="list-style-type: none"> <li>• a reserved or upset price</li> <li>• a right to bid by or on behalf of the owner or auctioneer</li> </ul>	45(4)
<p><b>Alerting of consumers to limitation of liability</b>  Draw limitation of risk or liability of the supplier or an assumption of risk or liability by the consumer to the attention of the consumer in notices and agreements</p>	49 (1)
<p><b>Alerting of consumers to potential risks in notices and agreements</b>  Specifically draw the fact, nature and potential effect of any risk—</p> <ul style="list-style-type: none"> <li>• of an unusual character or nature</li> <li>• the presence of which the consumer could not reasonably be expected to be aware or notice</li> <li>• that could result in serious injury or death</li> </ul> <p>to the attention of the consumer in notices and agreements</p>	49 (2)
<p><b>Provision of written agreements</b>  Ensure that categories of consumer agreements that are required by the Minister to be in writing are in writing</p>	50(1)
<p><b>Recording of unwritten agreements</b>  Keep a record of transactions entered into over the telephone or any other recordable form if a consumer agreement between a supplier and a consumer is not in writing</p>	50(3)
<p><b>Timely performance of services</b>  Perform services in a timely fashion and warn the consumer of any unavoidable delay</p>	54(1)



SUMMARY OF SUPPLIER OBLIGATIONS	SECTION/S
<p><b>Provision of instructions for hazardous goods</b>            Display on any hazardous or unsafe goods instructions in plain language for the safe handling and use of those goods</p>	58 (2)
<p><b>Provision of instructions for installed hazardous goods</b>            Give the consumer the original copy of the instructions for the safe handling and use of hazardous or unsafe goods that are installed or supplied in conjunction with the performance of any services</p>	58 (4)
<p><b>Acceptance of returns</b>            Accept the return of designated products from any consumer, without charge to the consumer</p>	59 (1)
<p><b>Retention of lay-bys goods</b>            Deliver the goods or refund the consumer for lay-bys</p>	62 (1) & (2)
<p><b>Honouring of prepaid certificates</b>            Honour a prepaid certificate, card, credit, voucher until the earlier of:</p> <ul style="list-style-type: none"> <li>• the date on which its full value has been redeemed or</li> <li>• three years after the date on which it was issued</li> </ul>	63(2)
<p><b>Provision of notice of facility closure</b>            Give at least 40 business days written notice of an intention to close a service facility and refund any balance no later than five business days after closing that facility</p>	64(3)
<p><b>Diligent safeguarding of consumer's property</b>            Exercise the degree of care, diligence and skill that can reasonably be expected of a person responsible for managing any property belonging to another person when handling, safeguarding and using the consumer's property</p>	65(2)
<p><b>Diligent safeguarding of consumer's property</b>            An administrator, executor or liquidator of an estate must:</p> <ul style="list-style-type: none"> <li>• diligently establish if a supplier has any money or property belonging to the consumer</li> <li>• ensure that any such money or property is dealt with for the consumer's benefit</li> </ul>	65(3)
<p><b>Repayment of the deposit for containers, pallets etc</b></p>	66

SUMMARY OF SUPPLIER OBLIGATIONS	SECTION/S
<p><b>Returning of service related parts</b></p> <p>When performing any service to any goods or property:</p> <ul style="list-style-type: none"><li>• retain any parts or components removed from any goods or property in the course of any repair or maintenance work</li><li>• keep those parts or components separate from other parts</li><li>• return those parts or components to the consumer in a reasonably clean container</li></ul>	67

SUMMARY OF PROHIBITED CONDUCT	SECTION/S
<p><b>Discrimination or preferential treatment</b> Discrimination against a person or group or giving any person or group preferential treatment other than on purely commercial grounds or the exceptions relating to seniors and minors.</p>	8
<p><b>Misrepresentation</b> Making false, misleading or deceptive representations about a supplier or any goods or services.</p>	4(5)(b) & (c), & 41
<p><b>Direct marketing during a prohibited period</b> A supplier must not engage in any direct marketing directed to a consumer at home for any promotional purpose during a prohibited period prescribed, unless the consumer has expressly or implicitly requested or agreed otherwise</p>	12(1)
<p><b>Bundling of goods and services</b> Requiring that the consumer purchase any other particular goods or services from that supplier or a designated third party)</p>	13 (1)
<p><b>Extention of the term of a fixed term contract beyond the prescribed limit</b></p>	14(2)
<p><b>Charging of a consumer without having provided a quote</b>  <b>Charging of a consumer for providing a quote</b>  <b>Charging more than the quote</b></p>	15(2)  15(3)  15(4)
<p><b>Collection on cancelled direct marketing transaction</b> Attempting to collect any payment in terms of a cancelled direct marketing transaction</p>	16(4)
<p><b>Imposition of cancellation fee</b> Imposing any cancellation fee in respect of a booking, reservation or order if the consumer is unable to honour the booking, reservation or order because of the death or hospitalization</p>	17(5)
<p><b>Holding a consumer responsible for damage to display goods</b> Holding a consumer responsible for any loss or damage to any goods displayed by a supplier, unless the action by the consumer amounts to gross negligence or recklessness, malicious behaviour or criminal conduct</p>	18 (1)

SUMMARY OF PROHIBITED CONDUCT	SECTION/S
<b>Requiring that the consumer accept delivery or performance of the services at an unreasonable time</b>	19(3)
<b>Supplying unsolicited goods or services</b>	21 (1)
<b>Collection on unsolicited goods or services</b> Attempting to collect any payment from a consumer in respect of any charge relating to unsolicited goods or unsolicited services supplied to or for the benefit of, a consumer, except if the person in possession of goods frustrated the supplier's attempts to recover the goods within the time allowed	21(8)
<b>Displaying of goods for sale without displaying a price</b>	23 (3)
<b>Overcharging</b> Requiring a consumer to pay a price for any goods or services— (a) higher than the displayed price for those goods or services; or (b) if more than one price is concurrently displayed, higher than the lower or lowest of the prices so displayed	23(6)
<b>Using misleading trade description or tampering with a trade description or trade mark</b>	24 (2)
<b>Misrepresentation regarding goods or sponsorship</b> Making false, misleading, fraudulent or deceptive representations about the nature, properties, prices, advantages or uses of the goods or services or sponsorship	29
<b>Misleading advertising regarding availability or price of goods or services</b>	30 (1)
<b>Negative option marketing</b>	31 (1)
<b>Making a promotional offer with the intention of not fulfilling it</b>	34 (3)
<b>Imposing limits on promotional offer</b> A person who makes or sponsors a promotional offer must not: <ul style="list-style-type: none"> <li>• limit or restrict capacity to supply any such goods or services</li> <li>• require the consumer to accept an inferior quality of any such goods or services than those generally available to any other consumer who tenders a different form of consideration</li> <li>• impose any monetary charge for the administration associated with the promotional offer</li> </ul>	34 (5)

SUMMARY OF PROHIBITED CONDUCT	SECTION/S
<p><b>Operating a loyalty programme without the intention of providing goods and services in exchange for loyalty points</b></p>	35 (2)
<p><b>Imposing limits on loyalty programme</b>  The sponsor of a loyalty programme or a linked supplier must not:</p> <ul style="list-style-type: none"> <li>• limit or restrict capacity to supply the goods or</li> <li>• require the consumer to accept an inferior quality of those particular goods or services</li> <li>• impose any monetary charge in respect of the administration, processing or handling of such a transaction</li> <li>• demand that the consumer purchase any other goods or services</li> </ul>	35 (4)
<p><b>Deception regarding prizes</b>  Falsely telling the person that the person has won a prize if:</p> <ul style="list-style-type: none"> <li>• no competition has in fact been conducted</li> <li>• the person has not in fact won the competition</li> <li>• the prize is subject to a previously undisclosed condition</li> <li>• the person is required to pay for the prize after the competition</li> </ul>	36 (2)
<p><b>Deception regarding a right to a prize</b>  Falsely telling a person that that person has a right to a prize:</p> <ul style="list-style-type: none"> <li>• to which the person does not in fact have a right</li> <li>• if the prize was generally available or offered to all similarly situated persons or classes of persons</li> <li>• if, before becoming eligible to receive the prize, the person is required to pay for the prize or to purchase any particular goods or services.</li> </ul>	36 (2)
<p><b>Dishonest operation of a promotional competition</b>  The promoter of a promotional competition must not :</p> <ul style="list-style-type: none"> <li>• require any payment other than the reasonable costs of sending an entry form</li> <li>• must not award a prize in a competition to: <ul style="list-style-type: none"> <li>- someone that it is unlawful to supply the goods or services to</li> <li>- a director, member, partner, employee or agent of, or consultant to the promoter or any other person who directly or indirectly controls or is controlled by, the promoter</li> <li>- a supplier of goods or services in connection with that competition</li> </ul> </li> </ul>	36(3)

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<p><b>Misrepresentation regarding work from home schemes</b>  Making a false representation regarding the availability, potential profitability, risk of work, business or activity involved in any arrangement in terms of which one person:</p> <ul style="list-style-type: none"> <li>• invites, solicits or requires other persons to conduct the work, business or activity from their homes</li> <li>• represents the work, business or activity from their homes as being practicable</li> <li>• invites, solicits or requires other persons to perform any work, business or activity or invest money</li> </ul>	37(1)
<p><b>Placing an advertisement for working from home that does not comply with section 37</b></p>	37(2)
<p><b>Improperly charges IRO work from home scheme</b>  Charging any person a fee in respect of the promotion or conduct of any working from home, business, activity or investment, unless the person charged has been assigned and performed the contemplated work, business, activity, or made or received the contemplated investment</p>	37(4)
<p><b>Referral Selling</b>  Promoting, offering, supplying any goods or services on the condition that the consumer will receive a benefit if the consumer refers other customers</p>	38 (1)
<p><b>Contracting with mentally unfit persons and minors</b></p>	39 (1)
<p><b>Unconscionable conduct</b>  Using physical force, coercion, undue influence, pressure, duress or harassment, unfair tactics etc in marketing, negotiating, supplying goods or services or enforcement/collection of payment and recovery of goods</p>	40 (1)
<p><b>Exploiting consumer's weaknesses</b>  Taking advantage of physical or mental disability, illiteracy, ignorance, inability to understand the language</p>	40 (2)
<p><b>Involvement in fraudulent schemes</b>  Initiating, sponsoring, promoting or participating in fraudulent or pyramid schemes and offers</p>	42 (1)-(7), 43 (1)

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<p><b>An auctioneer bidding at the auction</b>  Unless advance notice is given that the sale by auction is subject to a right to bid by or on behalf of the owner or auctioneer:</p> <ul style="list-style-type: none"> <li>• The owner or auctioneer must not themselves or through someone else bid</li> <li>• The auctioneer must not knowingly accept any bid made by or on behalf of the owner or auctioneer</li> </ul>	45(5)
<p><b>Deceptive sales practices</b>  Accepting payment for any goods or services if the supplier:</p> <ul style="list-style-type: none"> <li>• is not in a position to supply them</li> <li>• intends to supply goods or services that are materially different from the goods or services offered</li> </ul>	47 (1)
<p><b>Unfair and unreasonable business practices</b>  Offering to supply, supply, or enter into an agreement to supply, any goods or services:</p> <ul style="list-style-type: none"> <li>• at a price that is unfair, unreasonable or unjust</li> <li>• on terms that are unfair, unreasonable or unjust</li> </ul>	48 (1) & (2)
<p><b>Unfair, unreasonable or unjust marketing practices</b>  Marketing any goods or services, or negotiate, enter into or administer a transaction or an agreement for the supply of any goods or services, in a manner that is unfair, unreasonable or unjust</p>	48 (1) & (2)
<p><b>Avoidance of obligations</b>  Requiring a consumer to waive any rights, assume any obligation or waive any liability of the supplier</p>	48 (1) & (2)
<p><b>Defeating the purposes and policy of the Act</b>  Making a transaction/agreement subject to any term or condition that:</p> <ul style="list-style-type: none"> <li>• defeats the purposes and policy of the Act</li> <li>• misleads or deceives the consumer</li> <li>• subjects the consumer to fraudulent conduct</li> </ul>	51 (1)
<p><b>Avoidance of obligations</b>  Making a transaction/agreement subject to any term or condition that:</p> <ul style="list-style-type: none"> <li>• waives or deprives a consumer of a right in terms of the Act</li> <li>• avoids a supplier’s obligation or duty in terms of the Act</li> <li>• sets aside or override the effect of any provision of the Act</li> <li>• authorises the supplier to—</li> <li>- do anything that is unlawful in terms of the Act</li> <li>- fail to do anything that is required in terms of the Act</li> </ul>	51 (1)

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<p><b>Excluding liability for gross negligence</b>  Making a transaction or agreement subject to any term or condition that:</p> <ul style="list-style-type: none"> <li>• exempts a supplier from liability for gross negligence</li> <li>• requires a consumer to assume risk or liability for a loss caused by the supplier's gross negligence</li> <li>• requires a consumer to pay for damage to goods displayed by the supplier</li> </ul>	51 (1)
<p><b>Prohibited agreement terms</b>  Make a transaction or agreement that:</p> <ul style="list-style-type: none"> <li>• results from negative option marketing</li> <li>• requires the consumer to enter into a supplementary agreement</li> <li>• purports to diminish a right of the consumer to any claim against the Guardian's Fund</li> <li>• falsely expresses an acknowledgement by the consumer that <ul style="list-style-type: none"> <li>- no representations or warranties were made</li> <li>- the consumer has received goods or services, or a document required by the Act</li> </ul> </li> <li>• requires the consumer to forfeit any money to the supplier: <ul style="list-style-type: none"> <li>- if the consumer exercises any right in terms of the Act</li> <li>- to which the supplier is not entitled</li> </ul> </li> <li>• authorises the supplier to enter any premises to taking possession of goods</li> <li>• requires the consumer to sign in advance any enforcement documentation</li> <li>• requires the consumer to consent to a predetermined costs for enforcement of the agreement</li> <li>• requires the consumer to give the supplier an identity document, credit or debit card, bank account, automatic teller machine access card or personal identification code or number</li> </ul>	51 (1)
<p><b>Requiring ID/ card and personal identification code (pin)</b>  Requiring a consumer to agree to give the supplier an identity document, credit or debit card, bank account, automatic teller machine access card or copy of such instrument, other than for the purpose of identification</p>	51 (2)

SUMMARY OF PROHIBITED CONDUCT	SECTION/S
<b>Requiring a consumer to agree to reveal a personal identification code (PIN) or number</b>	51 (2)
<b>Treating a consumer's property or money as one's own</b> Treating any prepayment, deposit, membership fee, or other money, or any other property belonging to a consumer as being the property of the supplier	65(2)