Western Cape Government
Economic Development and Tourism

CONSUMER PROTECTION ACT

"Speak to us - Know Your Consumer Rights"

THE CONSUMER PROTECTION ACT

YOUR GUIDE TO CONSUMER RIGHTS & HOW TO PROTECT THEM

Disclaimer

This brochure is designed as an explanatory guide to the Consumer Protection Act No. 68 of 2008. It is intended for the use of consumers and is not an exhaustive legal reference manual or a substitute for the Act.

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01 CHAPTER ONE
WHAT IS THE CONSUMER PROTECTION ACT?

The Consumer Protection Act, No. 68 of 2008 was signed on 24 April 2009.

It aims to:

- Promote a fair, accessible and sustainable marketplace for consumer products and services;
- Establish national norms and standards to ensure consumer protection;
- Make provision for improved standards of consumer information, to prohibit certain unfair marketing and business practices;
- Promote responsible consumer behaviour;
- Promote a consistent legislative and enforcement framework, related to consumer transactions and agreements;
- Establish the National Consumer Commission; and
- Replace, in a new and simplified manner, existing provisions from five acts, including the Consumer Affairs (Unfair Business Practices) Act of 1988; Trade Practices Act of 1976; Sales and Service Matters Act of 1964; Price Control Act of 1964; and Merchandise Marks Act of 1941 (specifically Sections 2-13, and 16-17).

Who may lodge consumer complaints:

- An individual;
- An authorised person acting on behalf of another;
- A person acting as a member or in the interest of an affected group or class; or
- A person acting in the public interest (amicus curiae/leave of tribunal or court association, acting on the interests of its members).

The Consumer Protection Act applies to the following:

- Every transaction occurring within the Republic of South Africa;
- Promotion or supply of any goods and services occurring within the Republic; and
- Goods or services that are supplied or performed, in the Republic, in terms of transactions mentioned in the Act.

The Act is not applicable in respect of:

- Goods or services promoted or supplied to the state;
- Industry-wide exemption being granted to regulatory authorities;
- Credit agreements, in terms of the National Credit Act, but not goods or services;
- Services under employment contracts;
- Agreements giving effect to collective bargaining agreements; and
- Agreements giving effect to bargaining agreements (Section 213 of the Labour Relations Act).

The Consumer Protection Act has two (2) implementation dates:

1. Early effective date: Twelve (12) months after signature (April 2010) – Chapters 1 and 5, Section 120 (regulations) will become operational; and

2. General effective date: Eighteen (18) months after signature (October 2010) – date on which all provisions of the Act will be applicable.

02 CHAPTER TWO
WHO IS A 'CONSUMER'?

Consumers are persons to whom goods or services are marketed, who have entered into transactions with suppliers, users of particular goods or recipients/ beneficiaries of services.

03 CHAPTER THREE
WHAT ARE CONSUMER RIGHTS

The Bill of Rights enshrines the rights of all South Africans – including consumer rights. The Consumer Protection Act further outlines these key consumer rights, of which all South African consumers should be aware. These include the following:

1. Right to Equality in the Consumer Market and Protection Against Discriminatory Marketing Practices;
2. Right to Privacy;
3. Right to Choose;
4. Right to Disclosure of Information;
5. Right to Fair and Responsible Marketing;
6. Right to Fair and Honest Dealing;
7. Right to Fair, Just and Reasonable Terms and Conditions;
8. Right to Fair Value, Good Quality and Safety; and
9. Right to Accountability by Suppliers.

04 CHAPTER FOUR
CONSUMER RIGHT NO. 1
RIGHT TO EQUALITY IN THE CONSUMER MARKET AND PROTECTION AGAINST DISCRIMINATORY MARKETING PRACTICES

WHAT DOES THIS MEAN FOR THE ORDINARY CONSUMER?

Your right to free and unlimited access to goods and services

- Suppliers are not permitted to limit access to goods and services.
- Suppliers are not permitted to prioritise any consumer groups over others when marketing, selling or distributing their goods and services.

Your right to high-quality goods and services

- Suppliers are not permitted to vary the quality of their goods and services in a discriminatory manner.
- Consumers have the right to query the inferior quality of goods and services.

Your right to fair pricing of goods and services

- Suppliers are not permitted to charge unfair prices for the same goods and services.
- Consumers should be treated equally, irrespective of gender, race, socio-economic status or geographic location.

Your right to lodge complaints

- The Equality Court has jurisdiction in respect of alleged contraventions:
  - Proceedings may be instituted before an Equality Court.
  - Consumer complaints may be filed with the National Consumer Commission, the latter of which is required to refer such complaints to the Equality Court, if they appear to be valid.

05 CHAPTER FIVE
CONSUMER RIGHT NO. 2
RIGHT TO PRIVACY

WHAT DOES THIS MEAN FOR THE ORDINARY CONSUMER?

Your right to restrict unwanted direct marketing

- Consumers have the right to protect their privacy and confidentiality in respect of unwanted or unsolicited correspondence.
- Consumers have the right to refuse unwanted sms's, telephone calls, letters or 'spam' e-mail.

Your right to discontinue receipt of direct marketing at any time

- Consumers have the right to opt out of receiving unsolicited direct marketing services by blocking the relevant supplier/marketer.
- Consumers have the right to accept, restrict or refuse unwanted direct marketing.
- Companies and suppliers are not permitted to continue any unsolicited direct marketing of goods and services, once consumers have opted out.

06 CHAPTER SIX
CONSUMER RIGHT NO. 3
RIGHT TO CHOOSE

WHAT DOES THIS MEAN FOR THE ORDINARY CONSUMER?

Your right to select the supplier of your choice

- Consumers have the right to shop around for the best prices, goods and services.
- Consumers are not obliged to enter into additional agreements with suppliers from whom they purchased goods or services (bundling).
- Suppliers are not permitted to force consumers to enter into agreements with third-parties, unless the suppliers can prove the benefits of these additional goods or services.

Your right to cancel or renew a fixed-term agreement

- Consumers have the right to cancel fixed-term agreements upon expiry of the contract period, without penalty or charge.
- Consumers are obliged to provide suppliers with 20 business days' notice, in writing or other recorded means, of cancellation of fixed-term agreements. Reasonable penalties may apply.
- Suppliers must extend fixed-term agreements on a month-to-month basis, if the consumers failed to request the cancellation of such agreements.

Your right to request pre-authorisation for repairs or maintenance services

- Consumers have the right to request written cost estimates/quotations from suppliers, prior to the suppliers executing any repairs or maintenance services.
- Suppliers are not permitted to charge consumers for drawing up any cost estimates/quotations.
- Consumers have the right to pre-authorise or refuse any additional repairs or maintenance services.
- Consumers are not liable to pay for repairs or maintenance services done without their prior approval.
- Suppliers are not permitted to charge consumers for any diagnostic work/ inspections required in compiling cost estimates/quotations unless there was prior agreement.

RIGHT TO CHOOSE: CONTINUED

Your right to cancel direct marketing contracts within the cooling-off period

- Suppliers are required to include a 'cooling-off period' in direct marketing transactions – cooling-off periods generally span five (5) business days.
- Consumers have the right to cancel agreements within the cooling-off period, without providing reasons or incurring penalties for doing so.
- Suppliers are required to return payments received from consumers, within 15 business days of receiving the cancellation notice.

Your right to cancel advance reservations, bookings or orders

- Consumers have the right to cancel any advance reservations, bookings or orders.
- Suppliers are entitled to request a reasonable, advance deposit for reservations, bookings or orders, depending on the nature of the business and specific circumstances.
- Suppliers are entitled to impose a reasonable charge for the cancellation of reservations, bookings or orders, depending on the nature of the business and specific circumstances.

Your right to choose or examine goods, even after purchase and delivery

- Suppliers have the right to charge consumers for loss or damage of property/ goods, if this resulted from gross negligence, recklessness or deliberate actions.
- Consumers have the right to refuse display items or opened goods, and request unopened/new goods.
- Consumers are entitled to reject goods if they do not correspond with pre-approved samples.
- Suppliers are required to provide consumers with reasonable opportunity to examine goods purchased or delivered.

Your right to return goods and seek redress for unsatisfactory services

- Consumers have the right to return unsafe or defective goods and request a full refund for such goods, provided this is done within a reasonable period.
- Consumers have the right to return goods that were not pre-examined prior to delivery.

Your right to retain and not pay for unsolicited goods or services

- Consumers have the right to return unsolicited goods or services, at the risk and expense of the suppliers.
- Consumers are entitled to retain unsolicited goods or services after 20 business days.

07 CHAPTER SEVEN
CONSUMER RIGHT NO. 4
RIGHT TO DISCLOSURE OF INFORMATION

WHAT DOES THIS MEAN FOR THE ORDINARY CONSUMER?

Your right to information in plain and understandable language

- Consumers have the right to demand contracts/agreements in easily-understood and plain language.

Your right to disclosure of prices of goods and services

- Suppliers are required to display the prices of goods and services, in full view of consumers.
- Consumers have the right to request the unit cost of goods and services, so as to avoid any 'hidden' costs.
- Suppliers are required to specify the duration of any promotions in catalogues or brochures, failing which consumers have the right to purchase the goods or services at the specified prices.
- Consumers have the right to demand paying the lower price for goods displaying two varying prices – suppliers are not permitted to charge consumers the higher price for the same goods.

Your right to product labelling and trade description

- Suppliers and service providers are required to display labelling and trade descriptions of products, which do not mislead consumers about the contents of the packaging or goods attached to the products.
- Suppliers are not permitted to alter, amend, conceal, remove or deface trade marks and other product labelling, so as to mislead consumers.
- Producers/importers of products or goods are required to display the country of origin and any other prescribed information, such as expiry dates.
- Producers, suppliers and importers are required to disclose the presence of any genetically modified ingredients, in compliance with international and South African laws and regulations.

NB! A trade description refers to the name of the producer, the product's number, quantity, measure, etc.

NB! A trade mark refers to the intellectual property of the goods produced/ supplied, as per the Trade Marks Act, No. 194 of 1993.

Your right to clear disclosure of reconditioned or grey market goods

- Suppliers are required to display notice that 'grey' market goods have been reconditioned, rebuilt or remade.
- Suppliers are required to disclose, by means of a clear and visible notice, that goods are being sold without the approval or licence of the registered trade mark owner.

NB! Parallel/grey goods are goods intended for sale in one national market, but imported from their original destination for sale in another market; for example, goods intended for China, sold in South Africa.

Your right to sales records

- Consumers have the right to demand confirmation of purchases made, in the form of receipts or invoices.
- Suppliers are required to include, via receipts or invoices, the following:
  - Suppliers' full contact information, business names and Value-Added Tax (VAT) registration numbers;
  - Name and description of goods;
  - Date/s on which the transaction/s took place;
  - Unit price of goods purchased;
  - Quantity of goods purchased;
  - Total price of transaction/s, including any applicable taxes; and
  - Full contact information, business names and addresses.

RIGHT TO DISCLOSURE OF INFORMATION: CONTINUED

Your right to disclosure by intermediaries

- Intermediaries, such as brokers, sales representatives and estate agents, are required to disclose their associations or affiliations with the entities/persons they represent.

Your right to identification of deliverers, installers and others

- Deliverers, installers and others are required to visibly display name badges or similar identification, to the satisfaction of consumers, when delivering or installing goods/products.
- Consumers have the right to demand identification from the deliverers, installers and others, prior to allowing delivery or installation of goods/products.

CHAPTER EIGHT

CONSUMER RIGHT NO. 5
RIGHT TO FAIR AND RESPONSIBLE MARKETING

WHAT DOES THIS MEAN FOR THE ORDINARY CONSUMER?

Your right to protection against bait marketing

- Suppliers are not permitted to mislead consumers in respect of pricing, the nature, properties, advantages or uses of goods or services advertised, if such goods or services are not actually available for purchase or procurement in accordance with these standards.
- Suppliers are obliged to include limitations in respect of the availability of goods or services when advertising such items, and honour such agreements.

Your right to protection against negative option marketing

- Suppliers are not permitted to promote any goods or services or automatically enter consumers into agreements for the supply of goods or services, i.e. if consumers receive unwanted or unsolicited goods or services, they are under no obligation to pay for these goods or services.

Your right to protection against direct marketing

- Suppliers or service providers that directly market any goods or services to consumers must inform them of their right to cancel the agreements within the cooling-off period of five (5) business days.
- Suppliers or service providers, which directly market any unsolicited goods or services to consumers, are not permitted to solicit payment for these items, subject to certain conditions.

Your right to protection in catalogue marketing

- Suppliers are required to disclose the following:
  - Supplier name and registration/licence number;
  - Address and contact details;

RIGHT TO FAIR AND RESPONSIBLE MARKETING: CONTINUED

- Sales records;
- Currency for sales;
- Delivery arrangements;
- Cancellation, return, exchange and refund policy; and
- Instructions on lodging a complaint.

NB: Catalogue marketing refers to an agreement entered into by telephone (initiated by the consumer), fax or postal order, where the consumer is not given the opportunity to inspect goods.

Your right to protection in terms of trade coupons and similar promotions

- Persons are not permitted to make promotional offers with the intention of not fulfilling them, or fulfilling them in a manner other than as offered.
- Persons making promotional offers are required to adhere to the following:
  - Nature of price, reward, gift, free goods or services, price reduction, enhancement of quality or quantity of goods, discounted of free thing being offered;
  - Goods or services to which the offer relates;
  - Steps required by consumers to accept the offers or receive the benefits of the offers;
  - Particulars of any person from whom, any place where, and any date and time on or at which, the consumer may receive the prize, reward, gift, free good or service, price reduction or concession, enhancement of quantity or quality of goods or services or other discounted or free thing;
  - 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;

- Not limit or restrict capacity to supply any such goods or services in response to the acceptance of the offer, on any basis other than that it applies to such a supply in exchange for any other form of consideration;

- Not require the consumer to accept an inferior quality of any such goods or services than those generally available to any other consumer on the same date who tenders a different form of consideration; and

- Not impose any monetary charge for the administration, processing or handling of a transaction, in respect of which the consumer tenders a trade coupon – this only applies where a membership fee is being paid.

Your right to protection in customer loyalty programmes

- Persons must not offer participation in a loyalty programme, or offer any loyalty credit or award with the intention of not providing it or providing it in a manner other than as offered.

- Any document setting out an offer must clearly state the following:

  - Nature of the programme, credit or award being offered;

  - Goods or services to which the offer relates;

  - Steps required by consumers to participate in the programme or receive any benefits in terms of the programme; and

  - Contact details where consumers may gain access to the programme, or any loyalty credit or awards in terms of the programme.

NB: Customer loyalty programmes are loyalty credits or awards, which are a legal medium of exchange when offered or tendered as consideration for any goods or services offered, or transactions contemplated, in terms of such loyalty programmes/credits/awards.

CHAPTER NINE

CONSUMER RIGHT NO. 6
RIGHT TO FAIR AND HONEST DEALING

WHAT DOES THIS MEAN FOR THE ORDINARY CONSUMER?

Your right to protection against unconscionable conduct

- Suppliers are not permitted to use physical force against consumers, coercion, undue influence, pressure, duress, harassment, unfair tactics or any other similar conduct when doing the following:
  - Marketing goods or services;
  - Supplying goods or services;
  - Negotiating, concluding, executing or enforcing agreements to supply goods and services;
  - Demanding or collecting payments for goods or services; and
  - Recovering goods or services from consumers.
- Suppliers are not permitted to take advantage of consumers who are unable to protect their interests due to mental or physical disability, poor literacy, ignorance or inability to understand the language of an agreement or any similar factors.

NB! Unconscionable conduct refers to behaviour that is unethical or improper.

Your right to protection against false, misleading or deceptive representations

- Suppliers are not permitted to, directly or indirectly, provide consumers with false, misleading or deceptive representations regarding goods or services; and
- Suppliers are not permitted to use exaggeration, innuendo or ambiguity when referring to goods or services or the benefits thereof.

Your right to protection against fraudulent schemes and offers

- Persons are not permitted to initiate, sponsor, promote or knowingly participate in communication or activities, with the intent to defraud others.
- Persons are not permitted to produce counterfeit currency, or purport to increase a sum of money, through scientific means or otherwise.
- Persons are not permitted to engage in fraudulent or unlawful financial transactions.

Your right to protection against pyramid and related schemes

- Persons are not permitted to, directly or indirectly, promote or knowingly join, enter into or participate in the following schemes:
  - Multiplication schemes (offering interest rates of 20% and above the South African Reserve Bank-regulated repo rate);
  - Pyramid schemes (receiving compensation, primarily from the respective recruitment of other participants);
  - Chain letter schemes (actively solicit or recruit participants, and obtain compensation for new recruits); or
  - Any other fraudulent schemes or scams.

Your right to assume that suppliers are entitled to sell goods

- Consumers have the right to assume that suppliers have the legal right or authority to supply goods or products that are on sale or promoted by the suppliers.
- Consumers have the right to assume that lessors have the legal right or authority to lease goods or products at the time that the lessees are to take possession of the leased goods.

Procedure for sales by auction

- Suppliers are required, when auctioning goods or products in lots and unless otherwise stated, to auction lots separately, via separate transactions.
- Auctioneers are required to close auctions by visibly or audibly announcing their completion.
- Auctioneers should give notice that a sale by auction is subject to a reserved or upset price, and the right to bid by or on behalf of the owner/auctioneer.

RIGHT TO FAIR AND HONEST DEALING: CONTINUED

Your right to changes, deferrals and waivers, and substitution of goods

- Suppliers are required, in the event of deferrals, waivers and substitutions to original agreements, to treat these as changes to existing agreements and not as grounds to enter into new agreements.
- Consumers have the right to substitute goods or products, and are entitled to protection of these substituted goods or products, from the date of delivery.
- Suppliers are required to deliver to consumers, amended sales agreements or records, describing the substituted goods, but without making other changes to the original agreements or records.

Your right to protection against over-selling and over-booking

- Suppliers are not permitted to accept payment or other consideration for any goods or services, if:
  - They have no intention of supplying those goods or providing those services; and
  - They intend to supply goods that are materially different from the goods or services, for which payment was accepted.
- Suppliers are required to honour the supply of goods or services on specified dates, times and other particulars, if committing to such arrangements in reservations or bookings.
- Consumers have the right to demand refunds for full amounts paid in respect of commitments or reservations, together with interest, at prescribed rates, from the dates of payment until the dates of reimbursement.

10 CHAPTER TEN
CONSUMER RIGHT NO. 7
RIGHT TO FAIR, JUST AND REASONABLE TERMS AND CONDITIONS

WHAT DOES THIS MEAN FOR THE ORDINARY CONSUMER?

Your right to protection against unfair, unreasonable or unjust contract terms

- Suppliers are not permitted to market, supply or enter into an agreement to supply goods or services at prices or terms that are unfair, unreasonable or unjust.
- Suppliers are not permitted to require consumers to waive any rights, assume any obligations, waive any liability of the suppliers on terms that are unfair, unreasonable or unjust.

Your right to obtain notice for certain terms and conditions

- Suppliers are required to provide consumers with prior written notice of clauses in agreements that may constitute a potential risk or liability to consumers.
- Suppliers must specifically draw the fact, nature and potential effects of risks to the attention of consumers, in a conspicuous manner and form, to which the consumers accordingly accept responsibility.

Your right to obtain free copies of agreements/contracts

- Consumers are entitled to obtain free copies or free electronic access to copies of agreements/contracts, irrespective of whether consumers have entered into such agreements/contracts.
- Free copies should include an itemised breakdown of financial obligations under such agreements.
- Suppliers are required to keep records of transactions entered into over telephone or other recordable forms, in the event of the consumer-supplier agreement not being in writing.

Your right to refuse prohibited transactions, agreements, and terms or conditions

- Suppliers are not permitted to make a transaction or agreement if the terms and conditions:
  - Are contrary to this Act;
  - Mislead or deceive consumers;
  - Subject the consumers to fraudulent conduct;

RIGHT TO FAIR, JUST AND REASONABLE TERMS AND CONDITIONS: CONTINUED

- Directly or indirectly deprives consumers of rights in terms of this Act;
- Avoid suppliers' obligations or duties in terms of this Act;
- Limit or exempt suppliers of goods or services from liability for any loss, directly or indirectly attributable to the gross negligence of the suppliers or any persons acting for or controlled by the suppliers;
- Constitute an assumption of risk or liability by the consumers for a loss;
- Impose an obligation on consumers to pay for damage to, or otherwise;
- Require the consumers to enter into supplementary agreements;
- Falsely express an acknowledgement by the consumers that before the agreement was made, no representations or warranties were made in connection with the agreement by the supplier or a person on behalf of the supplier; or
- Require the consumers to forfeit any money to the supplier.

Your right to approach the Court to ensure fair and just conduct, terms and conditions

• If consumers are not satisfied with the outcomes of the National Consumer Tribunal's investigation into alleged unconscionable, unjust or unfair conduct on the part of the suppliers, they may approach the Court for its further consideration of these matters.

11

CHAPTER ELEVEN

CONSUMER RIGHT NO. 8

RIGHT TO FAIR VALUE, GOOD QUALITY AND SAFETY

WHAT DOES THIS MEAN FOR THE ORDINARY CONSUMER?

Your right to demand quality service

- Consumers are entitled to the following, when entering into agreements/ contracts with suppliers:
  - Timely performance and completion of those services;
  - Timely notice of any unavoidable delays in the performance of the services;
  - High-quality services, which consumers are entitled to expect; and
  - Use, delivery or installation of goods that are free of defects and of a quality that persons are generally entitled to expect, if any such goods are required for performance of the services.
- Suppliers are required to remedy any defects in the quality of services performed or goods supplied; or refund the consumers a reasonable portion of the price paid for the services performed and goods supplied, in the event of these being sub-standard.

Your right to safe, good quality goods

- Consumers are entitled to receive goods or services that are of good quality, in good working order and free of any defects, and that comply with any applicable standards set under the Standards Act, No. 29 of 1993 or any other public regulation.

RIGHT TO FAIR VALUE, GOOD QUALITY AND SAFETY: CONTINUED

Your right to implied warranty of quality

- In any transaction or agreement pertaining to the supply of goods to consumers, it is an implied provision that the producer or importer, distributor and retailer each warrant that the goods comply with the requirements and standards of being safe, of good quality and durable.
- Consumers are permitted to return goods to suppliers, without penalty and at the suppliers' risk and expense, within a period of six (6) months after delivery of such goods, if the goods are of inferior quality, unsafe or defective.
- Suppliers are obliged to refund, repair or replace the failed, unsafe and defective goods.
- Suppliers are obliged to replace goods or refund the consumer the price paid for the goods within a period of three (3) months after repairs have been done, if the repaired goods are found to be defective, have failed or are considered unsafe.

Your right to a warranty on repaired goods

- Suppliers are obliged to warrant every new or reconditioned part installed during any repair or maintenance work, and the labour required to install it, for a period of three (3) months after the date of installation or a longer period, as the supplier may specify in writing.

NB! Warranties are null and void if consumers are found to be misusing or abusing goods or property, while under warranty.

Your right to receive warnings on the fact and nature of risks

- Suppliers are obliged to make consumers aware of any risks of an unusual character or nature, risks of which consumers could not reasonably be expected to be aware, or which ordinarily alert consumers could not reasonably be expected to contemplate, depending on the specific circumstances or risk that could result in serious injury or death.
- Suppliers are obliged to bring to the consumers' attention notice/labelling of any hazardous or unsafe goods, and provide the consumers with adequate instructions for the safe handling and use of those goods.

Your right to recovery and safe disposal of designated products or components

- Suppliers are responsible for accepting and disposing of waste deemed unsuitable for disposal in common waste systems, if so specified in any national legislation.

Your right to have products monitored for safety and/or recalled

- Industry codes will make provision for the return/recall of hazardous, unsafe or defective goods.

Your right to claim damages for injuries caused by unsafe/defective goods

- Producers, importers, distributors or retailers of any goods are each liable for any harm caused wholly or in part, as a consequence of the following:
  - Supplying any unsafe goods;
  - Product failure, defect or hazard in any goods; or
  - Inadequate instructions or warnings provided to the consumer pertaining to any hazard arising from or associated with the use of any goods, irrespective of whether the harm resulted from any negligence on the part of the producers, importers, distributors or retailers, as the case may be.

12 CHAPTER TWELVE
CONSUMER RIGHT NO. 9
RIGHT TO ACCOUNTABILITY FROM SUPPLIERS

WHAT DOES THIS MEAN FOR THE ORDINARY CONSUMER?

Your right to protection in lay-bye agreements

- Consumers are entitled to the following, in lay-bye agreements:
  - Purchase goods and services via lay-bye agreements. In this case, if the suppliers fail to deliver any goods, these suppliers must, at the discretion of the consumers, supply equivalent or superior products;
  - Full refund of money paid, plus interest; and
  - Keep their deposits in an interest-bearing account.

Your right to protection with regard to prepaid certificates, credits and vouchers, and access to prepaid services and service facilities

- Suppliers in possession of any prepaid certificates, credits, vouchers, membership fees or other money belonging to the consumers, must do the following:
  - Not treat such property as theirs;
  - Exercise care, diligence and skill; and
  - Assume liability for any losses suffered by consumers in this regard.

13 CHAPTER THIRTEEN WHERE TO COMPLAIN

The Consumer Protection Act aims to promote consumer activism, by making provision for the accreditation of consumer groups tasked with lodging complaints on behalf of consumers, as well as making available support for activities, such as consumer advice, education, publications, research and alternative dispute resolution through mediation or conciliation.

As such, the Act gives rise to the establishment of the National Consumer Commission, a body assigned to investigate consumer complaints, as well as the National Consumer Tribunal, the latter of which was created by the National Credit Act in September 2006, and is responsible for the adjudication of violations and transgressions of the National Credit Act and the Consumer Protection Act.

Consumer Help Line

Customer Help Line:	0800 007 081
Office of the Consumer Protection (OCP):	021 483 5133
Workshops and information sessions:	021 483 9282
E-mail:	consumer@pgwc.gov.za
Fax:	021 483 9474

Should you require additional information or clarification, please contact the Office of the Consumer Protector's Education and Marketing Unit:

Customer Help Line: 0800 007 081
P.O. Box 979, Cape Town 8000
consumer@pgwc.gov.za

Western Cape Government
Economic Development and Tourism