

- (n) hinder the access of any person to any advertisement contemplated in these regulations, rules of auction or vendor's roll; or
- (o) pay any other person in order to be appointed as auctioneer, whether in general or for a particular auction or in respect of any specific goods.

False entry in auction record

- 25 Without detracting from any other applicable law, an auctioneer, including an employee of the auctioneer or the auction house, may not knowingly enter in any record kept or required to be kept by the auctioneer under or in terms of these regulations or any other applicable law, any name or other details other than the real name and details of the actual successful bidder.

Bidder's record

- 26 (1) An auctioneer must for every auction have a bidders' record to record the identity of all bidders at an auction.
- (2) Subject to regulation 30(2), the auctioneer must ensure that every prospective bidder must prior to the commencement of an auction register his or her identity in the bidder's record, and such registration must with the necessary changes meet the requirements of Chapter 1 of the regulations in terms of the Financial Intelligence Centre Act, 2001, published in Notice No. R.1595 in Gazette No. 24176 of 20 December 2002, in respect of establishment and verification of identity, and sign that entry.
 - (3) The auctioneer must ensure that a person who intends to bid on behalf of another, produces a letter of authority expressly authorising him or her to bid on behalf of that person, and both that person and the person bidding on his or her behalf must meet the requirements of subregulation (2)
 - (4) The auctioneer must ensure that if a person will be bidding on behalf of a company, the letter of authority contemplated in subregulation (3) must appear on the letterhead of the company and must be accompanied by a certified copy of the resolution authorising him or her to do so.
 - (5) The bidders' record is available for public inspection in respect of the names of bidders and the bidders numbers referred to in subregulation (6) only, at any time, free of charge -
 - (a) during an auction, at the premises where the auction is being held; and

- (b) before or after an auction, at the auction house or auctioneer's place of business and during normal business hours.
- (6) An auctioneer must record the bidder number contemplated in regulation 28(1) in the bidders' record.

Ownership

- 27 The auctioneer must ensure that a person who wishes to dispose of his or her property by way of an auction signs a declaration stating that he or she is the owner or rightful holder of the goods (who has the right to sell) and submits that declaration to the auctioneer.

Bidding

- 28 (1) An auctioneer must provide a prospective bidder whose name appears in the bidders' record with a bidder number before he or she may bid, as well as a paddle or other device to which that number is attached in such a way that it is clearly visible to the persons present at the auction.
- (2) A bid taken from an unregistered person is invalid.
 - (3) The place where an auction is held must be open and accessible to any member of the public, subject to the auctioneer's right to refuse a person the right to remain on the auction's premises in the event that that person repeatedly behaves in such a way so as to disrupt the auction.
 - (4) An auctioneer must have a vendor's roll in which all details of the auction are recorded, which must, as a minimum, include -
 - (a) the advertising of the auction;
 - (b) the rules of auction;
 - (c) the bidders' record;
 - (d) the declarations contemplated in regulation 21(2)(h) and 27;
 - (e) a list of all goods on auction, including goods which were withdrawn from auction;
 - (f) the names of the successful bidders, the goods or lots bought and the prices paid in respect thereof;
 - (g) the details of any challenges to the validity of the auction or the conduct thereof, and the particulars of the persons making such challenges, if available;

- (h) any items or lots not sold;
 - (i) the details of any reserved price or any matter contemplated in subsections (4) and (5) of section 45 of the Act.
- (5) The auctioneer must afford consumers a reasonable period of time and opportunity to inspect the goods on offer prior to the commencement of an auction, and no fee may be charged for such opportunity, but an auctioneer may -
- (a) refuse or restrict access to such goods if the consumer after gaining access in any way acts unlawful or in contravention of the applicable rules of auction;
 - (b) require the consumer to adhere to or submit to any security measures reasonably applicable in the circumstances.
- (6) Subject to any reserved price and acceptance of the highest bid by the seller, the highest bidder, when the auctioneer announces the completion of a sale by the fall of the hammer, or in any other customary manner, is the purchaser of the goods or lots on auction.
- (7) No fee may be charged for participation in an auction, but this does not apply to refundable deposits.
- (8) The auctioneer must upon concluding the proceedings of an auction -
- (a) announce that the auction has come to an end;
 - (b) sign the vendor's roll; and
 - (c) certify that the proceedings of the auction were to the best of his or her knowledge conducted in accordance with these regulations, any other applicable law and the rules of auction.

Mock auction

- 29 (1) A mock auction is an auction in which -
- (a) goods are sold for less than the highest bid, or part of the purchase price is repaid or credited to the purchaser;
 - (b) the right to bid for goods is restricted to persons who have bought or have agreed to buy other goods; or
 - (c) any goods are given away as gifts.
- (2) No person may promote, facilitate, conduct or take part in a mock auction.
- (3) If it can be proved that the reduction in the purchase price or the repayment credit was due to a defect which the auctioneer only became aware of after the highest bid was made, or because of damage sustained after the highest bid was made, the auction will not be considered to be a mock auction.

- (4) No person may promote, organize, participate in or benefit from any kind of conspiracy between an auctioneer, any participants in an auction or any other persons who agree not to bid against each other at an auction or who otherwise conspire to decrease or increase the number or amounts of bids offered at auction.

Internet or electronic auctions

- 30 (1) An auction may be conducted via the internet or other electronic medium or platform, irrespective of where the server or other electronic medium or platform is situated, only if -
- (a) it meets all requirements in respect of an auction provided for in these regulations or other applicable law, but with the necessary changes, if any, to suit an electronic medium or platform;
 - (b) the relevant internet website or electronic medium or platform is generally available to anyone over the age of 18 years at any time of the day;
 - (c) the relevant internet website or electronic medium or platform provides high standards of security for electronic transactions;
 - (d) the relevant internet website or electronic medium or platform provides for easy access to all records prescribed in these regulations in a generally used or accepted medium or format;
 - (e) the internet auction provider keeps the information contemplated in regulation 28(4).
- (2) For purposes of regulation 26(2), a prospective bidder in an auction to be held via the internet or other electronic medium or platform must register by providing -
- (a) his or her full names, identification or passport number, age, physical address, internet protocol address, and where applicable, login code or name, and password; and
 - (b) the details of the means by which payment will be effected.
- (3) An auctioneer conducting an auction via the internet or other electronic medium or platform may not exclude liability if any goods purchased by auction are not delivered to the purchaser thereof.

Records

- 31 (1) Irrespective of any other provision to the contrary in these regulations, all records prescribed in regulations 18 to 33 must be kept for a period of at least three years.

- (2) (a) Any person in possession of any record contemplated in regulations 18 to 33 must forthwith upon receipt of a written request at his or her own cost provide the Commission or any forum empowered to administer the Act or an owner or rightful holder (whose goods were on auction at the auction in question) or a registered bidder (at the auction in question) with true copies of the record so requested or which may be relevant to any record so requested, but if the original record is expressly requested, that original record must be made available for inspection.
- (b) The Commission may not provide copies of any documents which have come into its possession pursuant to paragraph (a) of this subregulation to anyone, unless by order of court, or where it is the interests of justice to do so.

Motor vehicle auctions

- 32 In addition to any other requirement in these regulations, an auctioneer may not conduct an auction unless a notice containing the particulars and statements required in this subregulation relating to the vehicle, being a motor vehicle as defined in section 1 of the National Road Traffic Act, 1996 (Act No 93 of 1996), is attached to the vehicle and has been attached to the vehicle at all times when the vehicle was available for inspection by prospective bidders, which must include -
- (a) the name and business address of the auctioneer;
- (b) if the auctioneer or auction house is conducting the sale on his, her or its own behalf, whether the auctioneer or auction house is liable to discharge the duty of repair, or not;
- (c) if the auctioneer or auction house is conducting the sale on behalf of -
- (i) a motor vehicle dealer or bank or other financing entity, the name in which that dealer, bank or entity is licensed and the business address of the dealer, bank or entity and whether the dealer, bank or entity is liable to discharge the duty of repair, or not; or
- (ii) another person, a statement on whether there is a duty to repair, who is liable to discharge that duty to repair and the details of the repair, and if applicable, the name and address of the last owner of the vehicle who was not a dealer, bank or entity, or alternatively a statement that the last owner's name and address are available on request from the auctioneer or auction house;

- (d) if the owner let the vehicle on hire to another person under a vehicle leasing agreement, the name and address of such other person, alternatively a statement that such person's name and address are available on request from the auctioneer;
- (e) the vehicle's year of manufacture, if known;
- (f) the vehicle's year of first registration;
- (g) the vehicle's manufacturer and model designation;
- (h) the vehicle's registration number;
- (i) the vehicle's engine number;
- (j) the vehicle's identification number (VIN);
- (k) a statement whether or not the reading of the odometer of that vehicle is guaranteed; and
- (l) a statement contemplated in regulation 21(2)(i).

Livestock, game and closed auctions

- 33 The provisions of regulation 19(1) does not apply to -
- (a) a closed auction; or
 - (b) a livestock or game auction, if such is conducted regularly on a weekly or monthly basis -
 - (i) at the same time, the same place and by the same auctioneer or auction house;
 - (ii) subject to the same rules of auction; and
 - (iii) nothing but livestock or game is on offer.

Maximum amount of cancellation penalty for lay-by's

- 34 (1) For purposes of section 62(6) of the Act, a penalty shall be reasonable but may not exceed one percent of the full purchase price of the good.
- (2) On cancellation, the supplier must upon request by a consumer immediately provide the consumer with written details on how the penalty was calculated, unless the consumer waives this right in writing.
 - (3) Any notices exchanged in respect of the cancellation of lay-by's may be transmitted or stored electronically if the requirements of the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002) are met.

Initiating complaint to Commission

- 35 (1) For purposes of section 71(1) of the Act, any person may submit —
- (a) information concerning an alleged contravention or instance of non-compliance in terms of or under these regulations to the Commission, in any manner or form; or
 - (b) a complaint against an alleged contravention or instance of non-compliance in terms of or under these regulations to the Commission, in the form contained in Annexure “E” to this Schedule, together with certified copies of any documents the Commission should consider, by mailing it to _____ (Postal Address), delivering it by hand to _____ (Physical Address), by filing it electronically at _____ (Website) or by e-mailing it to _____ (e-mail address).
- (2) Nothing in this regulation prevents the Commission from initiating its own investigation.
- (3) Upon initiating or receiving a complaint in terms of this regulation, the Commissioner must direct an inspector to investigate the complaint as quickly as practicable.
- (4) At any time during an investigation, the Commissioner may designate one or more persons to assist the inspector.
- (5) The Commission must -
- (a) as often as may be reasonable inform the complainant of progress or other developments in an investigation; and
 - (b) upon completion of its investigation in writing inform the complainant of the outcome thereof, and if it is not taking the matter further, the reasons for its decision to not do so.

Investigation by Commission

- 36 For purposes of section 72(1)(a) of the Act, the Commission may issue a notice of non-referral in the form contained in Annexure “F” to this Schedule.

Outcome of investigation

- 37 For purposes of section 73(1)(a) of the Act, the Commission may issue a notice of non-referral in the form contained in Annexure “G” to this Schedule.

Standards, procedures and related matters for Commission to follow in assessing applicant for accreditation as consumer protection group

- 38 (1) For purposes of this regulation, “applicant” means any consumer protection group that wishes to be accredited by the Commission in terms of section 78 of the Act for the purposes contemplated in that section or elsewhere in the Act, and “instrument establishing and governing the applicant” means in the case of a -
- (a) juristic person, certified copies of the memorandum and articles of association, certificate of incorporation or founding statement, as the case may be;
 - (b) partnership, the partnership agreement; or
 - (c) trust, the applicable trust deed.
- (2) For purposes of section 78(6) of the Act, the Commission must in its sole discretion consider the aspects relevant to the applicant and the application in assessing whether that applicant for accreditation meets the applicable requirements of section 78 from -
- (a) the objectives or purpose of the applicant;
 - (b) whether the applicant engages in, or makes a realistic proposal to engage in, actions to promote and advance the consumer interests of persons contemplated in section 3(1)(b) of the Act;
 - (c) the applicant’s ability to sustainably provide a service to historically disadvantaged, low-income consumers in rural or peri-urban areas;
 - (d) the efficiency and effectiveness of the applicant in promoting the interests of consumers;
 - (e) whether the applicant’s infrastructure and support mechanisms are adequate and appropriate for the function it intends to fulfil;
 - (f) the procedures and processes required by the applicant to determine whether to pursue a matter on behalf of consumers;
 - (g) whether the applicant has a strict policy on conflicts of interest;
 - (h) whether the applicant has or holds any interest of whatever nature, whether directly or indirectly, in any company operating in the industry within which the applicant operates or plans to operate;
 - (i) any other factor which may be relevant.
- (3) The Commission must on its website publish all relevant information to inform a prospective applicant of the requirements in respect of an application for accreditation in terms of section 78 of the Act, including criteria it will utilise to assess the factors contemplated in subregulation (2).

- (4) Any applicant must submit an application providing all information contemplated in subregulations (2) and (5), as well as a statement by its chairperson, chief executive or other person in charge of its operations, supported by a resolution taken at a meeting of its members or stakeholders, that the applicant is committed to achieving the purposes of the Act.
- (5) The Commission must upon receipt of an application publish a notice in the Gazette and any newspaper distributed in the geographical area in respect of which the application has been submitted, and on its own website, stating -
 - (a) the name of the applicant;
 - (b) the applicant's registered address;
 - (c) the industry and the geographical area in respect of which the application has been submitted;
 - (d) the time period within which and the address where objections to the possible accreditation of the applicant may be submitted.
- (6) The Commission may upon receipt of an application request the provision of any additional information it may deem relevant.
- (7) The Commission may in its sole discretion invite the applicant and other interested persons to make oral submissions in support of or opposition to the application.
- (8) The Commission must within a reasonable period of receipt of an application consider the application and any objection to the application submitted timeously, and must then take a decision on the accreditation of the applicant in terms of section 78(3) of the Act.
- (9) The Commission must forthwith after deciding on the application in writing inform the applicant and any person who lodged an objection of -
 - (a) the outcome of the matter; and
 - (b) their rights in terms of or under the Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000).
- (10) An accreditation is valid for a period of five years, after which such accreditation expires, and a previously accredited consumer protection group must re-apply for accreditation.
- (11) The Commission may provisionally accredit an applicant, and the applicant must within a time period determined in writing by the Commission meet any additional requirements set by the Commission, which, if the applicant fails to timeously and fully meet such conditions, expires on the date on which such time period ends.
- (12) The Commission must in the case of a successful application -

- (a) issue a certificate of accreditation with a unique number, signed by a Commissioner, to the applicant, who must display the certificate in a prominent place at his, her or its main office; and
 - (b) on its website add the name of the applicant in a list of all accredited consumer protection groups.
- (13) The Commission may at any time after accreditation -
- (a) request the accredited consumer protection group to provide it with any additional information the Commission may require;
 - (b) in its sole discretion and when it deems it necessary in the interest of consumers to do so, suspend or withdraw such accreditation of the accredited consumer protection group, but the Commission must in such instances inform the applicant of and apply all his, her or its rights provided for in the Promotion of Administrative Justice Act, 2000, and amend its data bases and website accordingly.
- (14) An accredited consumer protection group must annually, within 30 business days of completing each year of accreditation, submit a full report, to the Commission on its activities during the preceding year unless the Commission has agreed otherwise in writing.
- (15) An accredited consumer protection group may not charge a consumer any fee other than out of pocket expenses.

Form, manner and fee to register business names

- 39 (1) For purposes of section 80(1) of the Act, a person may file a notice with the Registrar in the form contained in Annexure "H" to this Schedule, by mailing it to _____ (Postal Address), delivering it by hand to _____ (Physical Address), by filing it electronically at _____ (Website) or by e-mailing it to _____ (e-mail address).
- (2) A person filing a notice with the Registrar as contemplated in subregulation (1) must pay an application fee of R 50.00 (Fifty Rand).
- (3) Payment of the application fee contemplated in subregulation (2) may be effected by payment in cash at _____ (Physical Address), by electronic funds transfer or payment into the account of the Registrar at _____ Bank with branch code _____ and account number _____.
- (4) The Registrar may not accept a notice contemplated in subregulation (1) unless the notice is accompanied by an original receipt for the payment of the application fee.

- (5) The Registrar may in his or her sole discretion require additional proof of payment of the application fee before accepting a notice contemplated in subregulation (1).

Notice to cancel registration

- 40 (1) For purposes of section 80(4)(a) of the Act, the Registrar may give notice to the person concerned in the form contained in Annexure "I" to this Schedule, together with any documents he or she wishes to attach.
- (2) For purposes of section 80(4)(b) of the Act, the Registrar may cancel the registration of a business name in accordance with the provisions of section 80(4)(b) in the form contained in Annexure "J".
- (3) The person to whom the business name is registered must within 30 days of receipt of the notice contemplated in subregulation (1) by registered mail or by hand submit his or her reply at the address stated in that notice.

Official languages to be used by Commission in documents

- 41 For purposes of section 92(4) of the Act, the official languages to be used by the Commission in any documents it is required to deliver in terms of this Act are English and isiZulu.

Compliance notice

- 42 For purposes of section 100(1) of the Act, the Commission may issue a compliance notice in the form contained in Annexure "L".

Confidential information

- 43 (1) Confidential information includes any information containing or consisting of-
- (a) trade secrets;
 - (b) financial, commercial, scientific or technical information, if disclosure of the information is likely to cause harm to the commercial or financial interests of a person; or
 - (c) information supplied in confidence by a person, if the disclosure of the information could reasonably be expected to-
 - (i) put that person at a disadvantage in contractual or other negotiations;
 - or
 - (ii) prejudice that person in commercial competition.
- (2) Any alleged confidential information forming part of an application, response or other written submission to the Tribunal must be contained in a separate annexure and clearly marked 'confidential'.
- (3) Subject to an eventual finding that information is not confidential, information marked as confidential may be excluded from documents required to be served on parties.
- (4) When submitting any information claimed to be confidential, such person must simultaneously submit the form in Annexure "M" to this Schedule which will include a written statement setting out the grounds for the claim of confidentiality.
- (5) Within ten business days of submission of the Form in Annexure "M", the Commission, Tribunal, inspector or investigator must notify such person as to whether or not the Commission, Tribunal, inspector or investigator will treat the information submitted as confidential.
- (6) If the Commission, Tribunal, inspector or investigator has notified such a person that the information will not be treated as confidential, it, he or she may not make the information available to any other party at a time earlier than five days after having notified such person in terms of subregulation (5).

List of contract terms which are presumed not to be fair and reasonable

- 44 (1) For purposes of section 120(d) of the Act, a term of a consumer agreement between a supplier operating on a for-profit basis and acting wholly or mainly for purposes

related to his or her business or profession and an individual consumer or individual consumers who entered into it for purposes wholly or mainly unrelated to his or her business or profession is presumed to be unfair if it —

- (a) has the purpose or effect of a term listed in subregulation (3), and
 - (b) does not fall within the ambit of subregulation (4).
- (2) (a) The list in subregulation (3) is indicative only, so that a term listed therein may be fair in view of the particular circumstances of the case.
- (b) The list in subregulation (3) is non-exhaustive, so that other terms may also be unfair for purposes of section 48 of the Act.
- (c) A term which falls within the ambit of subregulation (4) remains subject to sections 48 to 52 of the Act.
- (d) This regulation does not derogate from provisions in the Act or other law in terms of or in respect of which a term of an agreement is prohibited.
- (3) A term of a consumer agreement subject to the provisions of subregulation (1) is presumed to be unfair if it has the purpose or effect of —
- (a) excluding or limiting the liability of the supplier for death or personal injury caused to the consumer through an act or omission of that supplier subject to section 61(1) of the Act;
 - (b) excluding or restricting the legal rights or remedies of the consumer against the supplier or another party in the event of total or partial breach by the supplier of any of the obligations provided for in the agreement, including the right of the consumer to set off a debt owed to the supplier against any claim which the consumer may have against the supplier;
 - (c) limiting the supplier's obligation to respect commitments undertaken by his or her agents or making his or her commitments subject to compliance with a particular condition which depends exclusively on the supplier;
 - (d) limiting, or having the effect of limiting, the supplier's vicarious liability for its agents;
 - (e) forcing the consumer to indemnify the supplier against liability incurred by it to third parties;
 - (f) excluding or restricting the consumer's right to rely on the statutory defence of prescription;
 - (g) modifying the normal rules regarding the distribution of risk to the detriment of the consumer;

- (h) allowing the supplier to increase the price agreed with the consumer when the agreement was concluded without giving the consumer the right to terminate the agreement;
- (i) enabling the supplier to unilaterally alter the terms of the agreement including the characteristics of the product or service;
- (j) giving the supplier the right to determine whether the goods or services supplied are in conformity with the agreement or giving the supplier the exclusive right to interpret any term of the agreement;
- (k) allowing the supplier to terminate the agreement at will where the same right is not granted to the consumer;
- (l) enabling the supplier to terminate an open-ended agreement without reasonable notice except where the consumer has committed a material breach of contract;
- (m) obliging the consumer to fulfil all his or her obligations where the supplier has failed to fulfil all his or her obligations;
- (n) permitting the supplier, but not the consumer, to avoid or limit performance of the agreement;
- (o) permitting the supplier, but not the consumer, to renew or not renew the agreement;
- (p) allowing the supplier an unreasonably long time to perform;
- (q) allowing the supplier to retain a payment by the consumer where the latter fails to conclude or perform the agreement, without giving the consumer the right to be compensated in the same amount if the supplier fails to conclude or perform the agreement (without depriving the consumer of the right to claim damages as an alternative);
- (r) requiring any consumer who fails to fulfil his or her obligation to pay damages which significantly exceed the harm suffered by the supplier;
- (s) permitting the supplier, upon termination of the agreement by either party, to demand unreasonably high remuneration for the use of a thing or right, or for performance made, or to demand unreasonably high reimbursement of expenditure;
- (t) giving the supplier the possibility of transferring his or her obligations under the agreement to the detriment of the consumer, without the consumer's agreement;
- (u) restricting the consumer's right to re-sell the goods by limiting the transferability of any commercial guarantee provided by the supplier;

- (v) providing that the consumer must be deemed to have made or not made a statement or acknowledgment to his or her detriment, unless -
 - (i) a suitable period of time is granted to him or her for the making of an express declaration in respect thereof; and
 - (ii) at the commencement of the period the supplier draws the attention of the consumer to the meaning that will be attached to his or her conduct;
 - (w) providing that a statement made by the supplier which is of particular interest to the consumer is deemed to have reached the consumer, unless such statement has been sent by prepaid registered post to the chosen address of the consumer;
 - (x) excluding or hindering the consumer's right to take legal action or exercise any other legal remedy, including by requiring the consumer to take disputes exclusively to arbitration not covered by the Act or other legislation;
 - (y) restricting the evidence available to the consumer or imposing on him or her a burden of proof which, according to the applicable law, should lie with the supplier;
 - (z) imposing a limitation period that is shorter than otherwise applicable under the common law or legislation for legal steps to be taken by the consumer (including for the making of a written demand and the institution of legal proceedings);
 - (aa) entitling the supplier to claim legal or other costs on a higher scale than usual, where there is not also a term entitling the consumer to claim such costs on the same scale;
 - (bb) providing that a law other than that of the Republic applies to a consumer agreement concluded and implemented in the Republic, where the consumer was residing in the Republic at the time when the agreement was concluded.
- (4) (a) Paragraph (k) of subregulation (3) does not apply to a term in terms of which a supplier of financial services reserves the right to unilaterally terminate an open-ended agreement without notice, but the supplier is required to immediately inform the consumer thereof.
- (b) Paragraph (h) of subregulation (3) does not apply to -
- (i) a transaction in transferable securities, financial instruments and other products or services where the price is linked to fluctuations in a stock exchange quotation or index or a financial market rate that the trader does not control;

- (ii) an agreement for the purchase or sale of foreign currency, traveller's cheques or international money orders denominated in foreign currency;
 - (iii) a price-indexation clause, where lawful, but the method by which prices vary must be explicitly described.
- (c) Paragraph (i) of subregulation (3) does not apply to -
 - (i) a term under which a supplier of financial services reserves the right to alter the rate of interest payable by the consumer or due to the latter, or the amount of other charges for financial services without notice where there is a valid reason, but -
 - (aa) the supplier must immediately inform the consumer thereof; and
 - (bb) the consumer is free to dissolve the agreement at the earliest opportunity;
 - (ii) a transaction in transferable securities, financial instruments and other products or services where the price is linked to fluctuations in a stock exchange quotation or index or a financial market rate that the trader does not control;
 - (iii) an agreement for the purchase or sale of foreign currency, traveller's cheques or international money orders denominated in foreign currency;
 - (iv) a term under which the supplier reserves the right to unilaterally alter the conditions of an open-ended agreement, but -
 - (aa) the supplier must forthwith inform the consumer thereof; and
 - (bb) the consumer is free to dissolve the agreement immediately;
- (d) Paragraphs (r) and (s) of subregulation (3) do not apply to any penalty, fee or compensation which the supplier is entitled to charge under the provisions of this Act or any other law.

ANNEXURES

Annexure A - Regulation 4(2)



Annexure B – Section 14(4)(c)**Notice of expiry date: fixed term agreement****Section 14(2)(c) of the Consumer Protection Act 68 of 2008**

I, the supplier in a fixed term agreement with

.....(name of consumer)

in respect of an agreement to provide

.....(description of services),

entered into on (day)(month) 20.....

hereby **give notice** to the said consumer that -

- the expiry date of that agreement is the day of
(month) 20, and
- that the changes that would apply **if** the agreement were to be renewed or might otherwise continue beyond the expiry date are attached to this notice marked Annexure "A", and
- on the expiry of the fixed term of the agreement, it will be automatically continued on a month-to-month basis, subject to any material changes of which the supplier has given notice in Annexure "A",

UNLESS the consumer **expressly** —

- (i) directs the supplier to **terminate** the agreement on the expiry date; or
- (ii) agrees to a renewal of the agreement for a further fixed term.

Note to consumer: Despite any provision of the agreement to the contrary or whatever

anyone, including the supplier, may say to you, you have the **right**, should you wish to do so, to **cancel** the agreement upon the expiry of its fixed term, **without penalty or charge, but** subject to -

- your remaining liable to the supplier for any amounts owed to the supplier in terms of the agreement up to the date of cancellation, **if any**; and
- the supplier having the right to impose a **reasonable** cancellation penalty with respect to any goods supplied, services provided, or discounts granted, to the consumer in contemplation of the agreement enduring for its intended fixed term, **if any**; and
- the supplier having the duty to credit you with any amount that remains your property as of the date of cancellation.

Signed this day of (month) 20

.....

For the Supplier, who warrants that he or she is authorised to do so

Name:

Contact details:

.....



Annexure C – Section 16

Rescission of agreement

(Section 16 of the Consumer Protection Act 68 of 2008)

(To be completed in duplicate, with the one copy signed retained by the consumer and one by the supplier.)

(This does not apply if a consumer is entitled to cancel without reason and without penalty any transaction and any related credit agreement for the supply of goods within seven days after the date of the receipt of the goods or of services within seven days after the date of the conclusion of the agreement, in terms of section 44 of the Electronic Communications and Transactions Act 25 of 2002.)

I, (name of consumer) hereby may rescind the transaction resulting from any direct marketing conducted by or on behalf of(name of supplier), for the provision of

Note to consumer: This notice must be submitted to the supplier **within five business days** after the date on which the transaction or agreement was concluded or the goods that were the subject of the transaction were delivered to the consumer, **whichever is the later date.**

Note to supplier: A supplier must without condition or reservation return any payment received from the consumer in terms of the transaction **within 15 business days** after

- receiving notice of the rescission, if no goods had been delivered to the consumer in terms of the transaction; or
- receiving from the consumer any goods supplied in terms of the transaction.

The supplier may under no circumstances attempt to collect any payment in terms of a rescinded transaction, except as permitted in terms of section 20(6) of the Consumer Protection Act, 2008.

Signed this day of (month) 20

.....

Consumer

Note to consumer: This notice may be delivered to the supplier by hand, by fax, by email or by ordinary mail to the supplier, bearing in mind the period within which it must be delivered. If the supplier refuses to accept or to acknowledge receipt of this notice, record the details of your attempt to submit the notice to the supplier and retain this document. In such an event, contact the Consumer Commission or other responsible body or person to assist you in this matter. If the supplier confirms receipt of this notice, keep one copy of this notice and let the supplier retain the other.

Acknowledgement of receipt of notice by supplier:

Signed this day of(month) 20.....

.....

(who hereby warrants that he or she is authorised to do so on behalf of the supplier)

Name of person signing:

Contact details

.....

.....

.



Annexure D - Regulation 6(1)

1. Textiles as listed in Chapter 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60 and 63 of the Harmonized Customs Tariff.
2. Clothing as listed in Chapter 61, 62 and 65 of the Harmonized Customs Tariff.
3. Shoes and leather goods as listed in Chapter 42, 43 and 64 of the Harmonized Customs Tariff.

Annexure E - Regulation 35**National Consumer Commission****Form - Complaint - section 71(1)**

National Consumer Commission	
Form - Complaint - section 71(1)	
Full names of complainant	
ID/Registration number of complainant	
Postal Address	
Physical Address	
Cell phone number	
Landline number	
Fax number	
E-mail address	
When is the best time to contact you, should this be necessary?	
Has the complainant previously filed a complaint with the NCC?	
If so, please provide the reference number	
Nature of complaint	
Provision of Consumer Protection Act or regulations promulgated under it or Code contravened (if known)	
Name of company or person against whom complaint is made	
Address of company or person against whom complaint is made	
Short description of complaint	

Details of steps taken to resolve the complaint	
List of documents relevant to complaint attached to this form	
What outcome do you propose for this complaint?	
Date	
Place	
Signature	
Office use only	
Reference number	

Annexure F - Regulation 36

National Consumer Commission	
Form - section 72(1)(a)	
Notice of non-referral	
Reference Number	
Date	
Name of complainant	
ID/Registration Number	
Postal Address	
Fax number	
E-mail address	
<p>Dear</p> <p>Complaint:</p> <p>Date:</p> <p>I regret to inform you that the Commission will not refer your complaint, as the complaint -</p>	
	appears to be frivolous or vexatious.
	does not allege any facts which, if true, would constitute grounds for a remedy under the Consumer Protection Act, 2008.
	is prevented, in terms of section 116 of the Consumer Protection Act, 2008, from being referred to the National Consumer Tribunal, because more than three years have passed since—
	(a) the act or omission that is the cause of the complaint; or

	(b) in the case of a course of conduct or continuing practice, the date that the conduct or practice ceased.
Yours faithfully Commissioner/Deputy Commissioner	

Annexure G - Regulation 37

National Consumer Commission	
Form - section 73(1)(a)	
Notice of non-referral	
Reference Number	
Date	
Name of complainant	
ID/Registration Number	
Postal Address	
Fax number	
E-mail address	
<p>Dear</p> <p>Complaint:</p> <p>Date:</p> <p>I regret to inform you that the Commission will not refer your complaint.</p> <p>Yours faithfully</p> <p>Commissioner/Deputy Commissioner</p>	

Annexure H - Regulation 39

Registrar of Companies	
Form: section 80(1) CPA	
Full names of applicant	
ID or registration number of applicant	
Postal Address	
Physical Address	
Cell phone number	
Landline number	
Fax number	
E-mail address	
When is the best time to contact you, should this be necessary?	
Purpose of application (mark with X)	
<input type="checkbox"/>	To register any number of business names being used, or to be used, by that person in carrying on the person's business.
<input type="checkbox"/>	To register the same business name translated into any number of official languages of the Republic.
<input type="checkbox"/>	To change a registered business name.
<input type="checkbox"/>	To transfer a registered business name to another person.
Registration number of business	
Details of envisaged business name (if applicable)	
Details of translations of business name (if applicable)	

Details of change of business name (if applicable)	
Details of transfer of business name to another person (if applicable)	
Name of transferee	
ID or registration number of transferee	
Postal Address	
Physical Address	
Cell phone number	
Landline number	
Fax number	
E-mail address	
Type of business	
Date of transfer	
Date	
Place	
Signature	
Signature of transferee (if applicable)	
Office use only	
Registration effected	
Date	

Annexure I - Regulation 40(1)

Registrar of Companies	
Form - section 80(4)(a) CPA	
Notice to show cause why registration of business name should not be cancelled	
Reference Number	
Date	
Name of person to whom the business name is registered	
Postal Address	
Fax number	
E-mail address	
<p>Dear</p> <p>Notice to show cause why registration of business name should not be cancelled: </p> <p>Date:</p> <p>I believe that you have not been carrying on business under the above-mentioned name for a period of at least six months.</p> <p>I therefore in terms of section 80(4)(a) of the Consumer Protection Act, 2008 (Act No. 68 of 2008) call on you to show cause, within 30 days of receipt of this notice, why your</p>	

registration should not be cancelled, failing which your registration will be cancelled and you will be prohibited from carrying on business under the above-mentioned name. The address where you may submit your response are in the case of submission by hand, at

.....
.....

or in the case of submission by registered mail, at

.....
.....

Yours faithfully

Registrar

Annexure J - Regulation 40(2)

Registrar of Companies	
Form - section 80(4)(b) CPA	
Cancellation of registration of business name	
Reference Number	
Date	
Name of person to whom the business name is registered	
Postal Address	
Fax number	
E-mail address	
<p>Dear</p> <p>Cancellation of registration of business name:</p> <p>.....</p> <p>Date:</p> <p>You were given a notice in terms of section 80(4)(a) of the Consumer Protection Act, 2008 (Act No. 68 of 2008) to show cause, within 30 days of receipt of that notice as to why your registration should not be cancelled. You have failed to respond within the time period permitted and accordingly, the registration of the above-mentioned business name is hereby cancelled and you will be prohibited from carrying on business under such name.</p>	

Yours faithfully

Registrar

Annexure K – Section 88

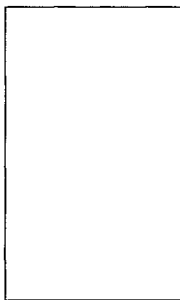
Inspector Certificate

Section 88(1)(b) of the Consumer Protection Act 68 of 2008

I,, Commissioner/Deputy
Commissioner of the National Consumer Commission, hereby certify that
.....

.....

has been appointed as an inspector in terms of the Consumer Protection Act 68 of 2008.



Given under my hand this day of20.....

Commissioner/Deputy Commissioner

Annexure L - Regulation 42

National Consumer Commission	
Form - Section 100(1) of the Consumer Protection Act, 2008 (Act No. 68 of 2008)	
Compliance Notice	
Name of person or entity to whom notice applies	
Address	
Reference number	
Date	
Provision of Act not complied with	
The details of the nature and extent of the non-compliance are as follows:	
Details of any steps that are required to be taken and the period within which those steps must be taken:	
Penalty that may be imposed in terms of this Act if those steps are not taken:	

Enquiries may be made to:	
Name	
Contact details	
Hours of business	
Address to which objections to this notice may be submitted in the prescribed form	
For office use only	
Details of response	
Recommendation	
Signed	
Date:	

Annexure M - Regulation 43

National Consumer Commission	
Form - Section 106(1) of the Consumer Protection Act, 2008 (Act No. 68 of 2008)	
Confidentiality Claim	
TO: The National Consumer Commission, the National Consumer Tribunal, an inspector or investigator appointed in terms of the Consumer Protection Act.	
Name of person claiming confidentiality	
Address	
Reference number	
Date	
On a separate sheet of paper, list the following information, and explain why the information is confidential.	
Column 1- name of the document that contains the confidential information	
Column 2- the page and line number at which the confidential information begins and ends	
Column 3- the name of the person that owns the particular information	
Column 4- the nature of the economic value, if any, of the information	
Column 5- the existing restrictions, if any, on access to the information	
Statement of Confidentiality:	

Icompiled, or supervised the persons who compiled, the attached list. I believe that the information identified in that list is confidential information.

Name and Title of Person authorised to sign:

.....

Authorised signature

.....

Date

.....

NOTICE**PROHIBITED TIME FOR CONTACTING CONSUMERS**

- 1** For purposes of section 12(2) of the Act, the following are days, dates, public holidays or times of days when a supplier may not engage in any direct marketing directed to a consumer at home:
 - (a) Sundays or public holidays contemplated in the Public Holidays Act, 1994 (Act No. 36 of 1994);
 - (b) Saturdays before 09h00 and after 13h00; and
 - (c) all other days between the hours of 20h00 and 08h00 the following day, except to the extent that the consumer has expressly or implicitly requested or agreed otherwise.
- 2** Direct marketing may not be timed to be delivered to the consumer during the prohibited times referred to in item 1 above unless expressly, in writing, agreed to by the consumer.
- 3** A direct marketer is not in breach of item 1 if it has sent out the direct marketing within the period provided for in item 1, even if the consumer received the direct marketing outside of the aforementioned period, but the onus to prove that the direct marketing was dispatched during the allowed period rests fully on the direct marketer.

NOTICE**THRESHOLD FOR PRE-AUTHORISATION OF REPAIR OR MAINTENANCE SERVICES**

- 1** For purposes of section 15(1)(a) and (5) of the Act, the threshold for pre-authorisation of repair or maintenance services generally is R 1.00 (One Rand) excluding value-added tax, unless differently provided for by regulation or industry code contemplated in section 82 of the Act.
- 2** An estimate must specify -
 - (a) a breakdown and the total of the amount to be charged if the repair or maintenance is effected;
 - (b) the nature and extent of the repair or maintenance;
 - (c) the period of validity of the quote; and
 - (d) the period within which the consumer must collect the goods and the consequence if he or she or it does not do so.

NOTICE**EXEMPTION FOR CERTAIN CATEGORIES OF GOODS OR SERVICES, OR CIRCUMSTANCES OF TRADE FROM PROVIDING SALES RECORD**

- 1** In this notice, "hawker" means a natural person lawfully engaged, solely for his or her own benefit, in the selling of goods on the street or in public places or spaces in respect of which all members of the public enjoy unrestricted and unconditional access subject only to law.
 - 2** For purposes of section 26(4) of the Act, any person trading as a hawker is hereby exempted from the application of subsections (2) and (3) of section 26 of the Act,
 - 3** Without detracting from any other law, a supplier is exempted from the application of subsections (2) and (3) of section 26 of the Act where the consumer expressly does not require a sales record.
-