

ADVISORY NOTE 9: CONSUMER OBLIGATIONS: PART 2

This note is provided by the office of the Consumer Goods and Services Ombud (CGSO) to guide consumers as to their obligations under the Consumer Protection Act (CPA).

In Part 1 of this advisory note, ten general responsibilities or obligations of consumers under the CPA are considered. This note is a continuation of the list of consumer obligations.

SECTION	RIGHT	CONSUMER RESPONSIBILITY
11	To demand that the person sending spam stop doing so/ to place your name on opt out register.	Inform the spammer that you wish to opt out/ place your name on the opt out register once available.
15	To an estimate or quote for repair or maintenance service/ installation cost.	To insist upon a quote being provided.
16	To cancel a direct marketing agreement (cooling off) .	Give notice to the supplier in writing or another recorded manner within five business days and return the goods at your own cost.
17	To cancel any advance booking , reservation or order for any goods or services.	Cancel at the earliest date possible and pay a cancellation fee.
18(1)&(2)	To examine goods on display; To select goods .	Take care and take no action amounting to gross negligence or recklessness, malicious behaviour or criminal conduct; To choose carefully.
19	To specify the date of delivery ; Cancel if late .	Specify the date of delivery; put on terms in writing if delaying; consider if you want to cancel if late.
20	To return goods if not as per order.	<ul style="list-style-type: none"> • Inspect the goods ASAP; • do not damage them; • save the packaging; and • return within 10 business days.
21	To keep unsolicited goods (unordered goods) after 20 business days	Inform the apparent supplier or the deliverer that the goods were misdelivered; Do not frustrate or impede reasonable action by the supplier or deliverer to recover the goods. N.B. you will be liable for any additional costs for recovery of, or damage to, the goods if you frustrate or impede the lawful recovery of the goods.
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RESPONSIBILITY TO READ DOCUMENT/ SIGNS/ WARNINGS

SECTION	RIGHT	CONSUMER RESPONSIBILITY
14	To be informed that a fixed term agreement is about to end and will roll over onto a month-to-month basis with/ without out new terms.	Read all correspondence and give notice in time if you do not want the contract to continue, pay outstanding amounts owed up to date cancellation.
22	To every notice, document or visual representation in plain language	Read the notice or document, ask for explanations or get someone to advise you before signing, especially if it is a big price tag item such as a house, car, furniture.
23	To prices be displayed with goods; to pay the lowest price displayed , unless it is an obvious error/ has been tampered with.	Check with a shelf packer if you are unsure of the price, check the till slip to ensure you have not been overcharged.
24 plus various regulations	To trade descriptions and labels applied to goods that are not misleading.	Read the trade descriptions and labels and decide whether the goods are acceptable/ suitable before leaving the shop.
25	To be advised of reconditioned or grey market (unauthorised import) goods	Decide if you are prepared to accept the risks of defects and no manufacturer's warranty cover.
26	To be provided with sales record containing comprehensive list of details.	Check the correctness of the sales record and keep it in a safe place: it is your copy of the agreement and proof of purchase.
28	To request marketing/ delivery/ repairs/ installation persons to show a badge or provide identification .	Be cautious and insist callers at your premises show you their official badge or identification.
33	To be provided with a comprehensive list of information regarding the terms of catalogue marketing .	Familiarise yourself with the information provided before entering a transaction.
34	To a document setting out a promotional offer , clearly stating the details of the offer.	Familiarise yourself with the information provided before entering a transaction.
35	To a document setting out the details of a customer loyalty programme .	Familiarise yourself with the information provided before entering a transaction.
36	To be provided with, on request, the rules of a promotional competition .	Request the rules to ensure you are eligible to enter the contest and that you find any conditions acceptable e.g. must collect the prize in Cape Town.

SECTION	RIGHT	CONSUMER RESPONSIBILITY
41	Not to have false or misleading statements or claims made to you.	Familiarise yourself with descriptions of and claims regarding products.
48	Not to be subjected to contract terms that are unfair, unreasonable or unjust.	Read agreement to ensure price/ terms are fair and terms are not one sided/ adverse to you.
49	To have any risk of injury or death , adverse term or exclusion of liability consumer in an agreement brought to your attention in a conspicuous manner before you enters into the transaction.	Be on the alert for warning clauses and read them to find out which risks you will not be covered for before you enter into the agreement. Look out for highlighted terms in contracts.
55(2)	To be provided with goods that are suitable for the purposes/ use for which they are generally intended or for which you intend to use them and have specifically informed the supplier of, with regard to the manner in which, and the purposes for which, the goods were marketed, packaged and displayed, the use of any trade description or mark, any instructions for, or warnings with respect to the use of the goods.	Read all marketing material, packaging and display information, any trade description or mark, any instructions for, or warnings with respect to the use of the good.
58	To have any risk of an unusual nature, injury or death brought to your attention in a conspicuous manner or on the packaging.	Be on the alert for warning notices & packaging and read them to find out what dangers are associated with the activity/ product before you embark on activity or buy or use the product.
61	To claim for any harm caused as a consequence of inadequate instructions or warnings provided you pertaining to any hazard arising from or associated with the use of any goods from the producer or importer, distributor or retailer of the goods.	If you are given adequate warnings regarding hazards, you may have no claim for damages caused by the hazard, so ensure you read the instructions or warnings.

GENERAL RESPONSIBILITIES (CONTINUED)

SECTION	RIGHT	CONSUMER RESPONSIBILITY
34	To be supplies goods or services advertised as part of a promotional offer	To not unreasonably refuse the supplier's offer to procure another person to supply the goods or services offered/ advertised by the supplier
35	To be supplies goods or services advertised as part of a customer loyalty programme	
36	To be supplies goods or services advertised as part of a promotional competition.	
47	To be supplies goods or services over sold or overbooked	
39	Not to be bound by an agreement if you lack mental capacity	Not to mislead the supplier into believing you have full legal capacity if you do not.
53(2)&(4)	Not to give the supplier temporary or permanent possession of your identification code or identification document.	To provide a supplier with your personal identification code or number for transactions that usually require the provision of an identification code or number or for the purpose of identification, or for the supplier to make a copy your ID.
61	To claim for damages arising from defective product	<ul style="list-style-type: none"> • Follow any instructions provided; • Prove and mitigate the harm; • Make the claim within 3 years of suffering the loss or harm.
62	To lay by goods being kept and delivered to you at the end of the agreed period.	To complete the payments or pay a termination penalty.

SELECTED OFFENCES

107(1)	To disclose any confidential information concerning the affairs of any person (this includes a business) obtained as a result of initiating a complaint or participating in any proceedings in terms the CPA.
108(1)	To hinder, oppose, obstruct or unduly influence any person who is exercising a power or performing a duty ITO CPA
108(2)	To give false evidence , knowing or believing it to be false.
109(2)	Do anything calculated to improperly influence the Tribunal or a regulator concerning any matter connected with an investigation.
109(2)	Knowingly provide false information to a regulator.