

Provisions Cont'd

7 **YOU** are not to be sold damaged or defective goods or products, which can cause illness, bodily injury or financial loss during normal and proper use. If this is done, the vendor is required to compensate **YOU** for losses incurred unless he/she can establish that damage to or injury by the item was as a direct result of your negligence.

S 22-24; 40 (CPA)



Persons are prohibited, in the course of conducting business, from making claims, which serve to deceive or mislead the public.

8

S 30 (CPA)

9 Unless the vendor can prove that delays in **honouring delivery dates** were as a result of a reasonable cause then the law requires that **YOU** are to be adequately compensated.

S 31 (CPA)



Under the CPA vendors are not required to give consumers a refund IF goods are delivered in keeping with a prior agreement and the consumer simply changes his or her mind and no longer wants the item (s).

FINES UNDER THE CPA RANGE FROM A LOW OF J\$50,000.00 TO A HIGH OF J\$2,000,000.00. THIS DOCUMENT SHOULD BE READ IN CONJUNCTION WITH THE CONSUMER PROTECTION ACT OF 2005.

For further information please contact us:

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...Safeguarding Consumers' Rights

HOW DOES THE
CONSUMER PROTECTION ACT 2005
Help to Safeguard Your Consumer Rights?

PART 1: THE CPA & YOU SERIES



Consumer Affairs Commission

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WHAT IS THE CONSUMER PROTECTION ACT?

The Consumer Protection Act (CPA) of 2005, became effective on June 1, 2005.



This law establishes the **Consumer Affairs Commission (CAC)** and was passed to enhance the protection of **consumers** when they buy goods or acquire services.

The CPA brings together several different laws that govern the sale, purchase or provision of goods and services and also establishes the rights and responsibilities of consumers and providers while they transact business.

Under the CPA, the CAC will now be able to represent consumers in a court of law.



HOW DOES THE CPA PROTECT THE CONSUMER?

The CPA makes the following provisions to safeguard Consumers' Rights:

1 Based on the advice of the CAC, the Minister responsible for commerce can issue orders for the **recall** of unsafe goods and give instructions for **YOU** to be compensated by way of a refund.

S 17 (1) (b) (CPA)

YOU are to be provided with information **in English**, such as, the price of services in **Jamaican Currency**, instructions for care and proper use, hazards associated with a product, as well as assembly and installation instructions where applicable, **before** making a purchase.

2

S 18 (CPA)

3 **YOU** should be given a "reasonable" opportunity to verify the quantity of the item you are purchasing in cases where the measurement affects or determines the price.

S 19 (CPA)

Upon making payment for any good or service, **YOU** should be given a **proper receipt** with information such as: **amount paid**; **vendor's name or the name of the business** and other specific information, such as the **company's GCT Registration Number and address**; the **correct description of the item (s) purchased**; the **Date of Purchase**; and any **Professional fees, where applicable**.

4

S 20.(1) (CPA)

There is an **implied warranty** on **used** goods and a commitment to repair all goods where a provider is **silent** on the provision of a warranty.

5

S 21 (4);
41 (a) (ii) & iv)
41 (b) (CPA)

YOU are **not** required to sign open-ended (boundless) commitments that would require **YOU** to pay for services that are in addition to what was contracted for, even though the vendor might consider it necessary.

6

S 26 (1) (CPA)

