

CONSUMER PROTECTION COUNCIL ACT (REPEAL AND RE-ENACTMENT)

BILL, 2016

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A BILL

FOR

AN ACT TO REPEAL THE CONSUMER PROTECTION COUNCIL ACT, CAP C25 OF LAWS OF THE FEDERATION OF NIGERIA, 2004; TO MAKE COMPREHENSIVE PROVISIONS FOR CONSUMER PROTECTION IN NIGERIA; TO PROVIDE FOR THE ESTABLISHMENT OF NEGOTIATION, MEDIATION AND CONCILIATION TRIBUNAL; AND FOR MATTERS CONNECTED THEREWITH

Sponsored by Senator Prince Gilbert Nnaji

[] Commencement

BE IT ENACTED by the National Assembly of the Federal Republic of Nigeria as follows:

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PART I - PRELIMINARY PROVISIONS

1. As from the commencement of this Act, the conduct and operation of consumer protection in Nigeria shall be in accordance with the provisions of this Act.

Consumer Protection

2. The Consumer Protection Council established under Section 4 of this Act shall have the power to administer, enforce and implement this Act.

Administration of this Act

3. The Council shall, in the discharge of its functions or in the exercise of its powers under this Act, have due regard to and be guided by the principles of impartiality and transparency.

Principles of impartiality and transparency

PART 2 - ESTABLISHMENT OF CONSUMER PROTECTION COUNCIL, ETC.

4.-(1) There is established a Council to be known as the Consumer Protection Council (in this Act referred to as "the Council") which shall be a body corporate with perpetual succession and a common seal and with power to sue and be sued in its corporate name.

Establishment and composition of the Consumer Protection Council. etc.

(2) The Council shall have its head office at the Federal Capital Territory, Abuja and State offices as may be necessary for the effective performance of its functions under this Act.

Establishment
of the Governing
Board

- 1 5.-(1) There is established for the Council a governing board (in this
2 Act referred to as the Board") which shall consist of:
- 3 (a) a Chairman who may be a person not employed in the public
4 service and shall be;
- 5 (i) a suitably qualified person by reason of his professional, academic
6 or administrative qualifications or by his attainment in any field of human
7 endeavor,
- 8 (ii) appointed by the President; and
- 9 (b) six persons not employed in the public service who shall:
- 10 (i) be persons of unquestionable integrity and experience in matters
11 relating to trade, commerce, industry, consumer affairs, law, finance and
12 accounting, science and technology, economics, public administration and
13 media, and
- 14 (ii) be appointed by the President;
- 15 (c) four persons not below the rank of director or its equivalent to
16 represent each of the following ministries and agencies:
- 17 (i) Ministry of Commerce and Industry,
18 (ii) Ministry of Justice,
19 (iii) Standards Organization of Nigeria (SON),
20 (iv) Nigerian Police Force,
21 (v) Federal Ministry of Health, and
22 (vi) National Agency for Food and Drugs Administration Control
23 (NAFDAC); and
- 24 (d) the Director-General and Chief Executive of the Council.
- 25 (2) The Chairman and members of the Board under section 1(a) and
26 (b) shall be appointed by the President.
- 27 (3) A member of the Board other than an ex officio member shall hold
28 office for a period of 4 years from the date of his appointment and shall be
29 eligible for reappointment for a further term of 4 years and no more.
- 30 (4) Notwithstanding the provisions of subsection (1), a member of the

1 Board shall cease to hold office if he:

2 (a) becomes of unsound mind;

3 (b) becomes bankrupt or makes a compromise with creditors;

4 (c) is convicted of felony or any offence involving dishonesty;

5 (d) is guilty of serious misconduct in relation to his duties; or

6 (e) is a person who has a professional qualification and is
7 disqualified or suspended (other than at his own request) from practicing his
8 profession in any part of Nigeria by the order of any competent authority
9 made in respect of him personally.

10 (5) A member of the Board may resign his appointment by writing
11 under his hand, a letter addressed to the President, and his membership shall
12 terminate on the date of the receipt of his letter of resignation.

13 (6) A member who is absent from three consecutive meetings of the
14 Board in any particular year shall file an explanation to the Chairman of the
15 Council for consideration by other members of the Board and if his
16 explanation is not accepted by the Board shall stand removed.

17 (7) Where the Board is of the opinion that the continued presence
18 on the Board of any member is not in the national interest or in the interest of
19 the Council, it may recommend to the President that the member concerned
20 be removed from office.

21 (8) Notwithstanding any provision to the contrary, the President
22 may at any time whether or not pursuant to this section, remove any member
23 of the Board from office if he is of the opinion that it is not in the national
24 interest or in the interest of the Council for such member to continue in office
25 and shall cause such member to be notified to that effect.

26 (9) A member appointed to any vacant position resulting from the
27 application of this provision shall represent the same interest which the
28 predecessor represented, and shall only complete the term which if the
29 predecessor had continued in office, he would have completed.

30 (10) The remunerations and allowances, payable to the Board

1 members, including the Chief Executive shall at the instance of the Board be
2 determined and reviewed from time to time by the National Salaries, Incomes
3 and Wages Commission.

4 (11) The provisions of the Schedule to this Act shall have effect with
5 respect to the proceedings of the Board and the other matters therein
6 mentioned.

7 PART 3 - FUNCTIONS AND POWERS

Functions of the
Council

8 6. The functions of the Council shall be to:

9 (a) provide speedy redress to consumers complaints through
10 negotiation, mediation and conciliation;

11 (b) seek ways and means of removing or eliminating from the market
12 hazardous products and services and causing offenders to replace such
13 products and services with safer and more appropriate alternatives;

14 (c) publish from time to time, list of products and services whose
15 consumption and sale have been banned, withdrawn, severally restricted or not
16 approved by the Federal Government or foreign governments;

17 (d) cause an offending company, firm, trade association or individual
18 to protect, compensate, provide relief and safeguards to consumers or
19 communities from adverse effects of products, services, technologies that are
20 inherently harmful, injurious or hazardous;

21 (e) organize and undertake campaigns and other forms of activities as
22 will lead to increased private and public consumer awareness;

23 (f) encourage trade, industry and professional associations to develop
24 and enforce in their various fields quality standards designed to safeguard the
25 interest of consumers;

26 (g) issue guidelines to manufacturers, importers, dealers, wholesalers
27 and retailers in relation to their obligation under this Act;

28 (h) register importers of foreign goods and assign reference codes to
29 them for traceability by the customs whenever the need arises;

30 (i) encourage the formation of voluntary consumer protection groups

1 or associations;

2 (j) ensure that consumers' interests receive due consideration at
3 appropriate fora and provide redress to obnoxious practices or the
4 unscrupulous exploitation of consumers by companies, firms, trade
5 associations or individuals;

6 (k) encourage the adoption of appropriate measures to ensure that
7 products and services are safe for either intended or normally safe use;

8 (l) collaborate with Countries, firms, organizations, group of
9 persons or persons to locate the source of substandard goods;

10 (m) carry on regular research, study and analysis of consumer
11 products standards and services rendered to the consumer and publish its
12 observations, findings, and recommendations in a journal or some other
13 form of publication for the benefit and general information of consumers;

14 (n) seek collaboration with government agencies or other
15 professional bodies in establishing laboratories or in joint use of testing
16 facilities, common procedures or in ensuring or enforcing standards of
17 consumer goods or in assessing the quantum of loss or damage;

18 (o) act generally to reduce the risk and injuries which may occur
19 from consumption of certain consumer items and other services rendered to
20 consumers;

21 (p) ensure that all service providers comply with local and
22 international standards of quality and safe service delivery;

23 (q) establish and maintain an injury information center;

24 (r) seek compensation or redress for persons who suffer injuries
25 and those who die from acts of negligence or professional incompetence
26 from any surgeries or medicaments rendered to any patient by any person
27 purporting to be a medical practitioner, physician, or pharmacist as the case
28 may be;

29 (s) carry out the registration of all products and services and charge
30 fees and establish and maintain a register of products and services;

1 (t) supervise, superintend, register and monitor sales promotions or
2 any promotional marketing techniques which involve providing a range of
3 direct or indirect additional benefits usually on a temporary basis designed to
4 make goods or services more attractive to purchasers and charge fees for same
5 accordingly;

6 (u) in the exercise of its powers, the Council shall invite members of
7 sector specific regulatory agencies to participate in its proceedings on such
8 terms and conditions as both agencies shall agree; the Council shall attach
9 appropriate weight to the views opinions and advice of such sector specific
10 regulatory agencies;

11 (v) identify any legislation or public regulation that affects the
12 welfare of consumers and is inconsistent with the purposes of this Act and
13 consult with relevant consumer protection authorities, organs of state,
14 consumer protection groups, alternative dispute resolution agents and
15 suppliers with respect to legislation so identified with the object of developing
16 proposals for reform of that legislation;

17 (w) perform such other functions that are incidental to its functions
18 under this Act.

Powers of the
Council

19 **7. In the exercise of its the functions under this Act, the Council shall**
20 **have power to:**

21 (a) apply to court to prevent the circulation of any product or service
22 which constitutes a public hazard or an imminent public hazard;

23 (b) compel manufacturers and providers of services to certify that all
24 safety standards are met in their products and services;

25 (c) cause as it deems necessary, quality tests to be conducted on a
26 consumer product;

27 (d) demand production of label showing date and place of
28 manufacture of a commodity as well as certification of compliance;

29 (e) compel a manufacturer, dealer and service company where
30 appropriate to give public notice of any health hazards inherent in their

1 products;

2 (f) ban the sale, distribution, advertisement of products and
3 services, which do not comply with safety or health regulations; and

4 (g) seal up premises of a defaulting company, manufacturer, trade
5 association, firm or individual on reasonable suspicion that such premises
6 contains, harbors or is being used to produce and disseminate consumer
7 products or services that are fake, substandard, hazardous or inimical to
8 consumers' welfare.

9 **8. The functions of the Board shall be to:**

Functions of the
Governing Board

10 (a) advise the Federal Government generally on national policies
11 and matters relating to consumer protection as it relates to all products and
12 services and on the determination of national norms and standards regarding
13 consumer protection;

14 (b) recommend to the President changes to bring about uniformity
15 in legislation in relation to consumer protection;

16 (c) report annually on market practices and the implications for
17 consumer choice and competition in the consumer market;

18 (d) advise the Minister in respect of any matter referred to it by the
19 Minister;

20 (e) appoint, promote and discipline its staff;

21 (f) establish and acquire offices and other premises for the use of
22 the Council in such locations as it may deem necessary for the proper
23 performance of its functions; and

24 (g) make regulations relating to the charging and collection of fees,
25 levies, penalties and the imposition of administrative penalties and fines as
26 may be specified by the Council.

27 **PART 4 - DIRECTOR-GENERAL AND OTHER STAFF OF THE COUNCIL**

28 **9.-(1) There shall be appointed for the Council, a Director-General**
29 **who shall be the chief executive of the Council.**

Director-General
of the Council

30 (2) The Director-General shall be appointed by the President on the

1 recommendation of the Minister.

2 (3) The Director-General shall be a person with wide knowledge and
3 experience in consumer protection.

4 (4) The Director-General shall be responsible to the Board for the
5 execution of the policies of the Council and its day-to-day administration.

6 (5) The Director-General shall hold office for a period of four years on
7 such terms and conditions as may be specified in his letter of appointment and
8 be eligible for re- appointment for another period of four years and no more.

9 (6) Subject to the provisions of this Act, the Council may appoint
10 other staff to assist the Director-General in the exercise of his functions.

11 (7) The Council shall develop and implement appropriate staff
12 conditions of service for its staff with particular regard to the issues of
13 remuneration, pension scheme and other fringe service benefits, sufficient for
14 the Council to attract and retain quality and high caliber manpower.

15 (8) The Board shall consider and in consultation with the National
16 Salaries, Incomes and Wages Commission determine and review from time to
17 time, the remuneration and allowances, payable to the Council's staff.

Secretary of the
Council

18 **10.**-(1) The Board shall appoint for the Council a Secretary who shall:

19 (a) be a legal practitioner and shall have been so qualified for a period
20 of not less than twelve years;

21 (b) conduct the correspondence of the Board and keep the records of
22 the Council; and

23 (c) perform such other functions as the Board or the Director-General,
24 as the case may be, may from time to time, assign to him.

Pensions

25 **11.**-(1) Notwithstanding the provisions of the Pensions Reform Act,
26 service in the Council shall be approved service for the purposes of that Act and
27 accordingly, officers and other persons employed in the Council shall in
28 respect of their services in the Council, be entitled to pensions, gratuities and
29 other retirement benefits as are enjoyed by persons holding equivalent grades
30 in the Civil Service of the Federation, so however that nothing in this Act shall

1 prevent the appointment of a person to any office on terms which preclude
2 the grant of pension and gratuity in respect of that office.

3 (2) For the purposes of the application of the Pensions Reform Act,
4 any power exercisable there under by a Minister or other Authority of the
5 Federal Government, other than the power to make regulations under
6 section 23 thereof, is hereby vested in and shall be exercisable by the
7 Council and not by any other person or authority.

8 PART 5 - ESTABLISHMENT OF STATE OFFICES

9 12.-(1) There shall be established in each State of the Federation
10 State Offices which shall, subject to the general supervision of the Council,
11 receive, investigate and act on complaints from consumers.

Establishment of
state offices

12 (2) The State Office shall consist of the following persons:

13 (a) the State Coordinator who shall be appointed by the Board and
14 who shall:

15 (i) be the head of the State Office,

16 (ii) coordinate the activities of the state office, and

17 (iii) carry on the general administration of the state office,
18 implement the functions of the Council in the state and report to the
19 Director-General; and

20 (b) such other staff as the Council may deem necessary to appoint
21 from time to time for each state office including persons on secondment or
22 transfer from the public service of the government of the Federation or of a
23 state.

24 13. Each State Office shall, subject to the general direction and
25 control of the Director-General have responsibility to:

Duty of state
office

26 (a) initiate on its own and receive any inquiry into the causes and
27 circumstances of injury, loss or damage suffered by a consumer pursuant to
28 products or services provided by a company, firm, trade association or
29 individual in the jurisdiction of the state;

30 (b) carry on the role of arbiter between parties concerned in any

1 dispute connected with the functions of the Council for the purpose of bringing
2 about a settlement; and

3 (c) seek redress or compensation sought by any injured consumer or
4 group of consumers from an offending body corporate or individual; and

5 (d) exercise any powers of the Council in this Act as may be directed
6 by the Director- General.

Complaint

7 **14.-(1)** A consumer or community that has suffered a loss, injury or
8 damage as a result of the use or impact of any good, product or service may
9 make a complaint in writing to or seek redress through a State office.

10 (2) Where a consumer or a person having an interest in a matter is a
11 person with special needs or illiterate and thereby unable to write, the clerk or
12 other official working with the State office shall cause such consumer or
13 person's statement to be written at no fee or payment of any kind from such
14 consumer, or person.

Power to require
executive of
association, etc.
to inquire into
complaint

15 **15.** Where a complaint is made against any person, the state office
16 may require the executive or officials of the company, firm, trade, business
17 association or professional body in which the person complained against is a
18 member, to enquire into the complaint and report back to the state office within
19 a specified period and on the receipt of the report, the state office may take such
20 action as it may deem reasonable and just in the circumstance.

21 **PART 6 - FUNDAMENTAL CONSUMER RIGHTS**

22 **A. Consumer's right to disclosure and information**

Right to
information in plain
and understandable
language

23 **16.-(1)** The producer of a notice, document or visual representation
24 that is required, in terms of this Act or any other law, to be produced, provided
25 or displayed to a consumer must produce, provide or display that notice,
26 document or visual representation:

27 (a) in the prescribed form, if any, for that notice, document or visual
28 representation; or

29 (b) in plain language, if no form has been prescribed for that notice,
30 document or visual representation.

1 (2) For the purposes of this Act, a notice, document or visual
2 representation is in plain language if it is reasonable to conclude that an
3 ordinary consumer of the class of persons for whom the notice, document or
4 visual representation is intended, with average literacy skills and minimal
5 experience as a consumer of the relevant goods or services, could be
6 expected to understand the content, significance, and import of the notice,
7 document or visual representation without undue effort, having regard to:

8 (a) the context, comprehensiveness and consistency of the notice,
9 document or visual representation;

10 (b) the organization, form and style of the notice, document or
11 visual representation;

12 (c) the vocabulary, usage and sentence structure of the notice,
13 document or visual representation; and

14 (d) the use of any illustrations, examples, headings, or other aids to
15 reading and understanding.

16 (3) The Council may publish guidelines for methods of assessing
17 whether a notice, document or visual representation satisfies the
18 requirements of subsection (1)(b) of this section.

19 17.-(1) A retailer must not display any goods for sale without
20 displaying to the consumer a price in relation to those goods.

Disclosure of
price of goods
or services

21 (2) A price is adequately displayed to a consumer if, in relation to
22 any particular goods, a written indication of the price, expressed in the
23 currency of the Federal Republic of Nigeria, is annexed or affixed to,
24 written, printed, stamped or located upon, or otherwise applied to the goods
25 or to any band, ticket, covering, label, package, reel, shelf, or other thing
26 used in connection with the goods or on which the goods are mounted for
27 display or exposed for sale; or published in relation to the goods in a
28 catalogue, brochure, Newspaper, circular or similar publication available to
29 that consumer, or to the public generally.

30 (3) A supplier must not require a consumer to pay a price for any

1 goods or services higher than the displayed price for those goods or services; or
2 if more than one price is concurrently displayed, higher than the lower or
3 lowest of the prices so displayed.

Product labeling
and trade
descriptions

4 **18.-(1)** For the purposes of this section, a trade description is applied
5 to goods if it is:

6 (a) applied to the goods, or to any covering, label or reel in or on which
7 the goods are packaged, or attached to the goods;

8 (b) displayed together with, or in proximity to, the goods in a manner
9 that is likely to lead to the belief that the goods are designated or described by
10 that description; or

11 (c) is contained in any sign, advertisement, catalogue, brochure,
12 circular, wine list, invoice, business letter, business paper, or other commercial
13 communication on the basis of which a consumer may request or order the
14 goods.

15 (2) A person shall not knowingly apply to any goods a trade
16 description that is likely to mislead the consumer as to any matter implied or
17 expressed in that trade description; or alter, deface, cover, remove or obscure a
18 trade description or trade mark applied to any goods in a manner calculated to
19 mislead consumers.

20 (3) A retailer of goods must not offer to supply, display, or supply any
21 particular goods if the retailer knows, reasonably could determine, or has
22 reason to suspect, that a trade description applied to those goods is likely to
23 mislead the consumer as to any matter implied or expressed in that trade
24 description; or a trade description or trade mark applied to those goods has been
25 altered.

Disclosure of
re-conditioned or
second-hand goods

26 **19.** A person who offers or agrees to supply, or supplies, any goods
27 that have been used or are second-hand or have been re-conditioned, re-built or
28 re-made; must apply a conspicuous notice to those goods stating clearly that
29 they have been used or are second-hand or have been re-conditioned, re-built or
30 re-made.

1 **20.**-(1) A supplier of goods or services must provide a written Sales records
2 record of each transaction to the consumer to whom any goods or services
3 are supplied, including in that record at least the following information:
4 (a) the supplier's full name, or registered business name;
5 (b) the address of the premises at which, or from which, the goods
6 or services were supplied;
7 (c) the date on which the transaction occurred;
8 (d) a name or description of any goods or services supplied or to be
9 supplied;
10 (e) the unit price of any particular goods or services supplied or to
11 be supplied;
12 (f) the quantity of any particular goods or services supplied or to be
13 supplied;
14 (g) the total price of the transaction, before any applicable taxes;
15 (h) the amount of any applicable taxes; and
16 (i) the total price of the transaction, including any applicable taxes.

17 **B: Consumer's right to choice**

18 **21.**-(1) A supplier must not require, as a condition of offering to Consumer's right
19 supply or supplying any goods or services, or as a condition of entering into to select suppliers
20 an agreement or transaction, that the consumer must:
21 (a) purchase any other particular goods or services from that
22 supplier;
23 (b) enter into an additional agreement or transaction with the same
24 supplier or a designated third party; or
25 (c) agree to purchase any particular goods or services from a
26 designated third party, unless the supplier can show that the convenience to
27 the consumer in having those goods or services bundled outweighs the
28 limitation of the consumer's right to choice, or that the bundling of those
29 goods or services appears to result in economic benefit for consumers.

Consumer's right
to cancel advance
reservation,
booking or order

1 **22.**-(1) A consumer has the right to cancel any advance booking,
2 reservation or order for any goods or services to be supplied, subject to a
3 reasonable charge for cancellation of the order or reservation by the supplier.

4 (2) For the purposes of this section, a charge is unreasonable if it
5 exceeds a fair amount in the circumstances, having regard to:

6 (a) the nature of the goods or services that were reserved or booked;

7 (b) the length of notice of cancellation provided by the consumer;

8 (c) the reasonable potential for the service provider, acting diligently,
9 to find an alternative consumer between the time of receiving the cancellation
10 notice, and the time of the cancelled reservation; and

11 (d) the general practice of the relevant industry.

12 (3) A supplier may not impose any cancellation fee in respect of a
13 booking, reservation or order if the consumer is unable to honour the booking,
14 reservation or order because of the death or hospitalization of the person for
15 whom, or for whose benefit the booking, reservation or order was made.

Consumer's right
to choose or
examine goods

16 **23.**-(1) Despite any statement or notice to the contrary, a consumer or
17 potential consumer is not responsible for any loss or damage to any goods
18 displayed by a supplier, unless the loss or damage results from action by the
19 consumer amounting to gross negligence or recklessness, malicious behaviour
20 or criminal conduct.

21 (2) If any goods are displayed in or sold from open stock, the
22 consumer has the right to select or reject any particular item from that stock
23 before completing the transaction.

24 (3) If the consumer has agreed to purchase goods solely on the basis of
25 a description or sample, or both, provided by the supplier, the goods delivered
26 to the consumer must in all material respects and characteristics correspond to
27 that which an ordinary alert consumer would have been entitled to expect based
28 on the description, or on a reasonable examination of the sample, as the case
29 may be.

30 (4) If a supply of goods is by sample, as well as by description, it is not

1 sufficient that any of the goods correspond with the sample, if the goods do
2 not also correspond with the description.

3 **24.** In addition to the consumer's right to return unsafe or defective
4 goods under any law or enactment, the consumer may return goods to the
5 supplier, and receive a full refund of any consideration paid for those goods,
6 if the supplier has delivered:

Consumer's right
to return goods

7 (a) goods intended to satisfy a particular purpose communicated to
8 the supplier and within a reasonable time after delivery to the consumer, the
9 goods have been found to be unsuitable for that particular purpose; or

10 (b) goods that the consumer did not have an opportunity to examine
11 before delivery, and the consumer has rejected delivery of the goods within a
12 reasonable time after delivery to the consumer for the reason that the goods
13 do not correspond with description, sample or that they are not of the type
14 and quality reasonably contemplated in the agreement.

15 C: Consumer's right to fair and responsible marketing

16 **25.** A producer, importer, distributor, retailer or service provider
17 must not market any goods or services:

General standards
for the marketing
of goods or services

18 (a) in a manner that is reasonably likely to imply a false or
19 misleading representation concerning those goods or services; or

20 (b) in a manner that is misleading, fraudulent or deceptive in any
21 way, including in respect of the nature, properties, advantages or uses of the
22 goods or services; the manner in or conditions on which those goods or
23 services may be supplied; the price at which the goods may be supplied, or
24 the existence of, or relationship of the price to, any previous price, or
25 competitor's price for comparable or similar goods or services; the
26 sponsoring of any event; or any other material aspect of the goods or
27 services.

28 **26.** Where an agreement for the supply of goods or services is not
29 entered into in person, but is concluded telephonically, by postal order,
30 email or fax; or in any similar manner in which, with respect to goods, the

Catalogue
marketing

1 consumer does not have the opportunity to inspect the goods that are the subject
2 of the transaction before concluding the agreement a supplier must disclose the
3 following information to a consumer, in an appropriate manner, having regard
4 to the manner in which the supplier and consumer communicate in concluding
5 the transaction, before concluding an agreement or transaction:

6 (a) the supplier's name, and licence or registration number, if any;

7 (b) the address of the supplier's physical business premises; and
8 related contact details;

9 (c) the sales record information required by section 20;

10 (d) the currency in which amounts under the agreement are payable;

11 (e) the supplier's delivery arrangements, including the identity of the
12 shipper, the mode of transportation and the place of delivery to the consumer;

13 (f) the supplier's cancellation, return, exchange and refund policies, if
14 any;

15 (g) the manner and form in which a complaint may be lodged; and

16 (h) any other prescribed information.

Promotions and
promotional offers

17 27.-(1) A person must not make a promotional offer with the intention
18 of not fulfilling it; or fulfilling it other than as offered.

19 (2) Any document setting out a promotional offer must clearly state:

20 (a) the nature of the prize, reward, gift, free good or service, price
21 reduction or concession, enhancement of quantity or quality of goods or
22 services, or other discounted or free thing being offered;

23 (b) the goods or services to which the offer relates;

24 (c) the steps required by a prospective consumer to accept the offer or
25 to receive the benefit of the offer; and

26 (d) any person from whom, any place where, and any date and time on
27 or at which the prospective consumer may receive the prize, reward, gift, free
28 good or service, price reduction or concession, enhancement of quantity or
29 quality of goods or services, or other discounted or free thing.

30 (3) A person who makes or sponsors a promotional offer:

1 (a) must ensure that the supply of the particular prize, reward, gift,
2 free or reduced price good, or the capacity to provide enhanced quality or
3 services is sufficient to accommodate all reasonably anticipated demands
4 resulting from the offer;

5 (b) must not limit or restrict capacity to supply any such goods or
6 services in response to the acceptance of the offer, on any basis other than it
7 applies to such a supply in exchange for any other form of consideration;

8 (c) must not require the consumer to accept an inferior quality of
9 any such goods or services than those generally available to any other
10 consumer on the same date who tenders a different form of consideration;
11 and

12 (d) must not impose any monetary charge in or for the
13 administration, processing or handling of the redemption by the consumer
14 of the prize, reward, gift, free good or service, price reduction or concession,
15 enhancement of quantity or quality of goods or services or other discounted
16 or free thing.

17 **28.-(1)** A person shall not directly or indirectly inform another
18 person that the other person has:

Promotional
competitions

19 (a) won a competition, if:

20 (i) no competition has in fact been conducted;

21 (ii) the person has not in fact won the competition;

22 (iii) the prize for that competition is subject to a previously
23 undisclosed condition; or

24 (iv) the person is required to offer further consideration for the
25 prize, after the results of the competition have been announced; or

26 (b) a right to a prize:

27 (i) to which the person does not in fact have a right;

28 (ii) if the prize was generally available or offered to all similarly
29 situated persons or class of persons; or

30 (iii) if, before becoming eligible to receive the prize, the person is required to

1 offer further consideration for the prize or to purchase any particular goods or
2 services.

3 (2) The promoter of a promotional competition:

4 (a) must not require any consideration to be paid by or on behalf of
5 any participant in the promotional competition, other than the reasonable costs
6 of posting or otherwise transmitting an entry form or device;

7 (b) must not award a prize in a competition to:

8 (i) a winner of the competition if it is unlawful to supply those goods
9 or services to that prize winner, but this sub-section does not preclude awarding
10 a prize to a person merely because that person's right to possess or use the prize
11 is or may be restricted or regulated by, or otherwise subject to, any public
12 regulation; or

13 (ii) any person who is a director, member, partner, employee or agent
14 of, or consultant to the promoter or any other person who directly or indirectly
15 controls, or is controlled by, the promoter; or a supplier of goods or services in
16 connection with that competition; and

17 (c) must:

18 (i) prepare competition rules before the beginning of the competition;

19 (ii) make the competition rules available to the Council, and to any
20 participant, on request and without cost, and

21 (iii) retain a copy of the competition rules for the prescribed period
22 after the end of the competition.

23 (3) An offer to participate in a promotional competition must clearly
24 state:

25 (a) the benefit or competition to which the offer relates;

26 (b) the steps required by a person to accept the offer or to participate in
27 the competition;

28 (c) the basis on which the results of the competition will be
29 determined;

30 (d) the closing date for the competition;

1 (e) the medium through or by which the results of the competition
2 will be made known; and

3 (f) any person from whom, any place where, and any date and time
4 on or at which a person may obtain a copy of the competition rules; and a
5 successful participant may receive any prize.

6 (4) The right to any benefit or right conferred on a person as a result
7 of that person's participation in a promotional competition is fully vested
8 immediately upon the determination of the results of the competition and
9 must not be made subject to or contingent upon a person paying any
10 consideration to the promoter for the prize.

11 D: Right to fair and honest dealing

12 **29.**-(1) A person must not use physical force against an individual,
13 coercion, undue influence, pressure or harassment, unfair tactics or any
14 other similar conduct, in connection with any marketing of any goods or
15 services; supply of goods or services to a consumer; negotiation,
16 conclusion, execution or enforcement of an agreement to supply any goods
17 or services to a consumer; demand for, or collection of, payment for goods or
18 services by a consumer; or the recovery of goods from a consumer.

Unconscionable
conduct

19 (2) In addition to any conduct contemplated in subsection (1), it is
20 unconscionable for a supplier knowingly to take advantage of the fact that a
21 potential consumer was substantially unable to protect the consumer's own
22 interests because of physical or mental disability, illiteracy, ignorance,
23 inability to understand the language of an agreement, or any other similar
24 factor.

25 **30.**-(1) In the marketing of any goods or services, the supplier or
26 any person acting for him must not, by words or conduct:

False, misleading
or deceptive
representations

27 (a) directly or indirectly express or imply a false, misleading or
28 deceptive representation concerning a material fact to a consumer or
29 prospective consumer;

30 (b) use exaggeration, innuendo or ambiguity as to a material fact,

1 or fail to disclose a material fact if that failure amounts to a deception;

2 (c) fail to correct an apparent misapprehension on the part of a
3 consumer or prospective consumer, amounting to a false, misleading or
4 deceptive representation or permit or require any other person to do so on
5 behalf of the supplier.

6 (2) A person acting on behalf of a supplier of any goods or services
7 must not:

8 (a) falsely represent that the person has any sponsorship, approval or
9 affiliation; or

10 (b) engage in any conduct that the supplier is prohibited from
11 engaging in under subsection (1) of this section.

Pyramid and
related schemes
(Fraudulent
schemes)

12 **31.**-(1) In this section "participant" means a person who is admitted to
13 a scheme for consideration.

14 (2) A person must not directly or indirectly promote, or cause any
15 other person to do so or knowingly join, enter or participate in -

16 (a) a multiplication scheme, as described in subsection (3);

17 (b) a pyramid scheme, as described in subsection (4);

18 (c) a chain letter scheme, as described in subsection (5);

19 (d) any other scheme declared by the Council to be a fraudulent
20 scheme;

21 (3) A multiplication scheme exists when a person offers, promises or
22 guarantees to any prospective consumer, investor or participant an effective
23 annual interest rate, as calculated in the prescribed manner as at the date of
24 investment or commencement of participation, irrespective whether the
25 consumer, investor or participant becomes a member of the lending party.

26 (4) An arrangement, agreement, practice or scheme is a pyramid
27 scheme if, participants in the scheme receive compensation derived primarily
28 from their respective recruitment of other persons as participants, rather than
29 from the sale of any goods or services.

30 (5) An arrangement, agreement, practice or scheme is a chain letter

1 scheme if it has various levels; existing participants canvass and recruit new
2 participants; each successive newly recruited participant upon joining:

3 (a) is required to pay certain consideration, which is distributed to
4 one, some or all of the previously existing participants, irrespective whether
5 the new participant receives any goods or services in exchange for that
6 consideration; and

7 (b) is assigned to the lowest level of participation in the scheme;
8 and

9 (c) each successive newly recruited participant upon recruiting
10 further new participants, or upon those new participants recruiting further
11 new participants, and so on in continual succession, may participate in the
12 distribution of the consideration paid by any such new recruit; and moves to
13 a higher level within the scheme, until being removed from the scheme after
14 reaching the highest level.

15 (6) The Council, may declare any arrangement, agreement,
16 practice or scheme to be a fraudulent scheme.

17 **32.** Every consumer has a right to assume, and it is an implied
18 provision of every transaction or agreement, that:

19 (a) in the case of a supply of goods, the supplier has the legal right,
20 or the authority of the legal owner, to supply the goods;

21 (b) in the case of an agreement to supply goods, the supplier will
22 have a legal right, or the authority of the legal owner, to sell the goods at the
23 time the title to those goods is to pass to the consumer; or to lease the goods
24 at the time the lessee is to take possession of the leased goods.

25 E: Right to fair, just and reasonable terms and conditions

26 **33.-(1)** A supplier must not:

27 (a) offer to supply, supply, or enter into an agreement to supply, any
28 goods or services at a price that is manifestly unfair, unreasonable or unjust,
29 or on terms that are unfair, unreasonable or unjust;

30 (b) market any goods or services, or negotiate, enter into or

Consumers's right
to assume supplier
is entitled to sell
goods

Unfair,
unreasonable or
unjust contract
terms

1 administer a transaction or an agreement for the supply of any goods or
2 services, in a manner that is unfair, unreasonable or unjust; or

3 (c) require a consumer, or other person to whom any goods or services
4 are supplied at the direction of the consumer, to waive any rights, assume any
5 obligation, or waive any liability of the supplier, on terms that are unfair,
6 unreasonable or unjust, or impose any such terms as a condition of entering into
7 a transaction.

8 (2) Without limiting the generality of subsection (1), a transaction or
9 agreement, a term or condition of a transaction or agreement, or a notice to
10 which a term or condition is purportedly subject, is unfair, unreasonable or
11 unjust if:

12 (a) it is excessively one-sided in favour of any person other than the
13 consumer or other person to whom goods or services are to be supplied;

14 (b) the terms of the transaction or agreement are so adverse to the
15 consumer as to be inequitable;

16 (c) the consumer relied upon a false, misleading or deceptive
17 representation or a statement of opinion provided by or on behalf of the
18 supplier, to the detriment of the consumer;

19 (d) the term, condition or notice is unfair, unreasonable, unjust or
20 unconscionable; or

21 (e) the fact, nature and effect of that term, condition or notice was not
22 drawn to the attention of the consumer.

Notice required
for certain terms
and conditions

23 **34.** Any notice to consumers or potential consumers, or provision of a
24 consumer agreement that purports to limit in any way the risk or liability of the
25 supplier or any other person; constitute an assumption of risk or liability by the
26 consumer; impose an obligation on the consumer to indemnify the supplier or
27 any other person for any cause; or be an acknowledgement of any fact by the
28 consumer, must be drawn to the attention of the consumer in a conspicuous
29 manner and form that is likely to attract the attention of an ordinarily alert
30 consumer having regard to the circumstances; and before the consumer enters

1 into the transaction, or is required or expected to offer consideration for the
2 transaction or agreement and the consumer must be given an adequate
3 opportunity in the circumstances to receive and comprehend the provision
4 or notice.

5 35.-(1) A supplier must not make a transaction or agreement
6 subject to any term or condition if:

Prohibited
transactions,
agreements, terms
or conditions

7 (a) its general purpose or effect is to defeat the purposes and policy
8 of this Act; mislead or deceive the consumer; or subject the consumer to
9 fraudulent conduct;

10 (b) it directly or indirectly purports to waive or deprive a consumer
11 of a right to return defective goods or any right set out in this Act; avoid a
12 supplier's obligation or duty in terms of this Act; set aside or override the
13 effect of any provision of this Act; authorize the supplier to do anything that
14 is unlawful in terms of this Act; or fail to do anything that is required in terms
15 of this Act;

16 (c) it purports to limit or exempt a supplier of goods or services
17 from liability for any loss directly or indirectly attributable to the gross
18 negligence of the supplier or any person acting for or controlled by the
19 supplier; or constitute an assumption of risk or liability by the consumer for
20 the said loss; or impose an obligation on a consumer to pay for damage to, or
21 otherwise assume the risk of handling, any goods displayed by the supplier.

22 (d) it falsely expresses an acknowledgement by the consumer that
23 before the agreement was made, no representations or warranties were made
24 in connection with the agreement by the supplier or a person on behalf of the
25 supplier; or the consumer has received goods or services, or a document that
26 is required by this Act to be delivered to the consumer;

27 (e) it expresses an agreement by the consumer to - deposit with the
28 supplier, or with any other person at the direction of the supplier, an identity
29 document, credit or debit card, bank account or automatic teller machine
30 access card, or any similar identifying document or device; or provide a

1 personal identification code or number to be used to access an account.

2 (2) A purported transaction or agreement, provision, term or condition
3 of a transaction or agreement, or notice to which a transaction or agreement is
4 purported to be subject, is void to the extent that it contravenes this section.

5 F: Right to Fair Value, Good Quality and Safety

Consumer's right
to demand quality
service

6 36.-(1) When a supplier undertakes to perform any services for or on
7 behalf of a consumer, the consumer has a right to:

8 (a) the timely performance and completion of those services, and
9 timely notice of any unavoidable delay in the performance of the services;

10 (b) performance of the services in a manner and quality that persons
11 are generally entitled to expect;

12 (c) the use, delivery or installation of goods that are free of defects and
13 of a quality that persons are generally entitled to expect, if any such goods are
14 required for performance of the services; and

15 (d) the return of any property or control over any property of the
16 consumer in at least as good a condition as it was when the consumer made it
17 available to the supplier for the purpose of performing the services, having
18 regard to the circumstances of the supply, and any specific criteria or
19 conditions agreed between the supplier and the consumer before or during the
20 performance of the services.

21 (2) If a supplier fails to perform a service to the standards
22 contemplated in subsection (1), the consumer may require the supplier to
23 either:

24 (a) remedy any defect in the quality of the services performed or
25 goods supplied; or

26 (b) refund to the consumer a reasonable portion of the price paid for
27 the services performed and goods supplied, having regard to the extent of the
28 failure.

Consumer's right
to safe good
quality goods

29 37.-(1) Every consumer has a right to receive goods that:

30 (a) are reasonably suitable for the purposes for which they are

1 generally intended;

2 (b) are of good quality, in good working order and free of defects;

3 (c) will be useable and durable for a reasonable period of time
4 having regard to the use to which they would normally be put and to all the
5 surrounding circumstances of their supply; and

6 (d) comply with any applicable standards set by industry sector
7 regulators.

8 (2) In addition to the right set out in subsection (1)(a), if a consumer
9 has specifically informed the supplier of the particular purpose for which the
10 consumer wishes to acquire any goods, or the use to which the consumer
11 intends to apply those goods, and the supplier - ordinarily offers to supply
12 such goods; or acts in a manner consistent with being knowledgeable about
13 the use of those goods; the consumer has a right to expect that the goods are
14 reasonably suitable for the specific purpose that the consumer has indicated.

15 **38.** In any transaction or agreement pertaining to the supply of
16 goods to a consumer there is an implied warranty that the goods comply with
17 the requirements and standards contemplated in section 37(1), within 6
18 months after the delivery of any goods to a consumer, the consumer may
19 return the goods to the supplier; without penalty and at the supplier's risk and
20 expense, if the goods fail to satisfy the requirements and standards
21 contemplated in section 37(1) and the supplier must either repair or replace
22 the failed, unsafe or defective goods; or refund to the consumer the price
23 paid by the consumer for the goods.

Implied warranty
or quality

24 **39.** The Council shall promote the development, adoption and
25 application of industry wide codes of practice providing for effective and
26 efficient systems to:

Safety monitoring
and recall

27 (a) receive notice of:

28 (i) consumer complaints or reports of product failures, defects or
29 hazards,

30 (ii) the return of any goods because of a failure, defect or hazard,

1 (iii) personal injury, illness or damage to property caused wholly or
2 partially as a result of a product failure, defect or hazard, and

3 (iv) other indication of failure, defect or hazard;

4 (b) monitor the sources of information contemplated in paragraph (a),
5 and analyse the information received with the object of detecting or identifying
6 any previously undetected or unrecognized potential risk to the public from the
7 use of or exposure to those goods;

8 (c) conduct investigations into the nature, causes, extent and degree of
9 the risk to the public;

10 (d) notify consumers of the nature, causes, extent and degree of the
11 risk pertaining to those goods; and

12 (e) if the goods are unsafe, recall those goods for repair, replacement
13 or refund.

14 (2) If the Council has reasonable grounds to believe that any goods
15 may be unsafe, or that there is a potential risk to the public from the continued
16 use of or exposure to the goods, and the producer or importer of those goods has
17 not taken any steps required by an applicable code contemplated in subsection
18 (1), the Council, by written notice, may require that producer to recall the goods
19 in any terms required by the Council.

20 PART 7 - DUTIES OF MANUFACTURERS, IMPORTERS OR DISTRIBUTORS

21 SUPPLIERS OF PRODUCTS AND SERVICES

Unforeseen hazard
and duty to inform
the public

22 40.-(1) A manufacturer, importer or distributor of a product shall label
23 or describe it in a manner that will be easily traceable to the manufacturer,
24 importer or distributor.

25 (2) The duty of the manufacturer or distributor of a product, on
26 becoming aware after such a product has been placed on the market, of any
27 unforeseen hazard arising from the use of such product, shall notify
28 immediately the general public of such risk or danger and cause to be
29 withdrawn from the market such product.

30 (3) Any person who violates the provision of subsection (1) of this

1 section shall be guilty of an offence and is liable on conviction to a fine of
2 N500,000 or imprisonment for 5 years or to both such fine and
3 imprisonment.

4 (4) Where a consumer suffers loss or injury by the violation of any
5 person of provisions of subsection (1) of this section, he shall have a right to
6 be awarded compensation by the court.

7 **41.**-(1) Where any damage is caused wholly or partly by a defective
8 product or the supply of a service, the supplier of that product or service shall
9 be liable for the damage.

Liability for
defective product

10 (2) For the purpose of this Act, damage includes personal injuries
11 and damage to the consumer's property.

12 (3) The supplier of the defective product shall be liable whether or
13 not the user or consumer bought the product from or entered into any
14 contractual agreement with the supplier.

15 (4) The persons who can sue under this section including
16 purchasers, their relatives, friends, employees and any person affected by
17 the defective product.

18 (5) The liability of the supplier under this section shall not be
19 excluded or restricted.

20 **42.**-(1) In the case of goods of a type ordinarily supplied for private
21 use or consumption, where loss or damage arises from the goods proving
22 defective while in consumer use or results from the negligence of a person
23 concerned in the manufacture or distribution of the goods, liability for the
24 loss or damage cannot be excluded or restricted by reference to any contract
25 term or notice contained in or operating by reference to a guarantee of the
26 goods.

Liability arising
from sale or
supply of goods
not to be excluded

27 (2) For the purpose of this section:

28 (a) goods are to be regarded as "in consumer use" when a person is
29 using them or has them in his possession for use, otherwise than exclusively
30 for the purposes of a business; and

1 (b) anything in writing is a guarantee if it contains or purports to contain some
2 promise or assurance (however worded or presented) that defects will be made
3 good by complete or partial replacement, or by repair, monetary compensation
4 or otherwise.

Liability for breach
of the implied
obligations by law

5 **43.**-(1) Liability for breach of the obligations arising from the seller's
6 implied undertaking as to title not be excluded or restricted by reference to any
7 contract term.

8 (2) As against a person dealing as consumer, liability for breach of the
9 obligations arising from seller's implied undertakings as to conformity of
10 goods with description or sample, or as to their quality or fitness for a particular
11 purpose shall not be excluded or restricted by reference to any contract term.

12 (3) As against a person dealing otherwise than as a consumer, the
13 liability specified in subsection (2) of this section may be excluded or restricted
14 by reference to a contract term only in so far as the term satisfies the
15 requirement of reasonableness.

Miscellaneous
contracts under
which goods pass

16 **44.**-(1) Where the possession or ownership of goods pass under or in
17 pursuance of a contract, subsection (2), (3) and (4) of this section apply as
18 regards the effect (if any) to be given to contract terms excluding or restricting
19 liability for breach of obligation arising by implication of law from the nature
20 of the contract.

21 (2) As against a person dealing as consumer, liability in respect of the
22 goods' correspondence with description or sample or quality or fitness for any
23 particular purpose shall not be excluded or restricted by reference to any
24 contract term.

25 (3) As against a person dealing otherwise than as a consumer, liability
26 may be excluded or restricted by reference to a contract term only in so far as
27 the term satisfies the requirement of reasonableness.

28 (4) Liability in respect of:

29 (a) the right to transfer ownership of the goods or give possession; or

30 (b) the assurance of quiet possession to a person taking goods

1 pursuant to a contract, shall not be excluded or restricted by reference to any
2 such term except in so far as the term satisfies the requirement of
3 reasonableness.

4 **45.** If a contract contains a term which excludes or restricts any
5 liability to which a part of a contract may be subject by reason of any
6 misrepresentation made by him before the contract was made; or any
7 remedy available to another party to the contract by reason of such a
8 misrepresentation that term shall have no effect.

Liability for
misrepresentation

9 **46.**-(1) A person is not bound by any contract terms prejudicing or
10 taking away rights of his which arise under, or in connection with the
11 performance of another contract, so far as those rights extend to the
12 enforcement of another's liability which this Act prevents that other from
13 excluding or restricting.

Evasion by means
of secondary
contract

14 (2) This Act prevents:

15 (a) the exclusion or restriction of any liability;

16 (b) making the liability or its enforcement subject to restrictive or
17 onerous conditions;

18 (c) excluding or restricting any right or remedy in respect of the
19 liability or subjecting a person to any prejudice in consequence of his
20 pursuing any such right or remedy; and

21 (d) excluding or restricting rules of evidence or procedure.

22 (3) An agreement in writing to submit present or future differences
23 to arbitration is not to be treated under this Act as excluding or restricting
24 any liability.

25 **47.**-(1) A contract is a contract for the supply of a service for the
26 purposes of this Act whether or not goods are also transferred or to be
27 transferred; or bailed or to be bailed by way of hire under the contract and
28 whatever is the nature of the consideration for which the service is to be
29 carried out.

Supply of services

30 (2) For the purposes of this Act, a contract of service or

	1	apprenticeship is not a contract for the supply of a service.
Implied term about duty of care and skill	2	(3) In a contract for the supply of a service where the supplier is acting
	3	in the course of a business, there is an implied term that the supplier will carry
	4	out the service with reasonable care and skill.
Implied term about time for execution of contract	5	(4) Where under a contract for the supply of a service, by a supplier
	6	acting in the course of a business, the time for the service to be carried out is not
	7	fixed by the contract, left to be fixed in a manner agreed by the contract or
	8	determined by the course of dealing between the parties, it is implied that the
	9	supplier will carry out the service within a reasonable time.
Exclusion of implied terms	10	(5) Where a right, duty or liability would arise under a contract for the
	11	supply of a service, it may be negated or varied by express agreement or by the
	12	course of dealing between the parties or by such usage as binds both parties to
	13	the contract provided that an express term does not negate a term implied by
	14	this Section unless inconsistent with it.
	15	(6) A supplier of service shall not where dealing with a consumer
	16	exclude or restrict his liability for breach of any term implied under subsections
	17	(3) and (4) of this section.
	18	(7) Nothing in this Section shall prejudice any rule of law which
	19	imposes on the supplier a duty stricter than that imposed by subsections (3) and
	20	(4) of this section.
Strict liability	21	48. Where it is alleged that a product or service is defective, the onus
	22	of proof shall lie on the supplier of the product or service.
	23	PART 8 - ENFORCEMENT OF CONSUMER'S RIGHTS
Enforcement of right by consumer	24	49. -(1) A consumer may seek to enforce any right under this Act or a
	25	transaction or agreement, or otherwise resolve any dispute with a supplier of
	26	products and services, by:
	27	(a) referring the matter directly to the supplier of the products and
	28	services; or
	29	(b) referring the matter to the applicable industry sector regulator with
	30	jurisdiction, if the supplier is subject to the jurisdiction of any such sector

1 regulator; or

2 (c) applying to the Small Claims Court or Mobile Court with
3 jurisdiction over the matter;

4 (d) referring the matter to an alternative dispute resolution agent; or

5 (e) filing a complaint directly with the Council; or

6 (f) approaching a Court with jurisdiction over the matter, if all
7 other remedies available to that person in terms of national legislation have
8 been exhausted.

9 (2) If an industry or sector regulator concludes that there is no
10 reasonable probability of the parties resolving their dispute through the
11 process provided for in the relevant industry code the industry or sector
12 regulator may terminate the process by notice to the parties; and the party
13 who referred the matter to the industry or sector regulator may then file a
14 complaint with the Council.

Conclusion by
industry Regulator

15 (3) If an alternative dispute resolution agent concludes that there is
16 no reasonable probability of the parties resolving their dispute through that
17 process, the agent may terminate the process by notice to the parties; or has
18 resolved, or assisted parties in resolving, their dispute, the agent may record
19 the resolution of that dispute in the form of an order, and if the parties to the
20 dispute consent to that order, submit it to the Council to be made an Order of
21 the Council. The Council may if it deems fit register this Order with the High
22 Court as a consent order, in terms of the High Court rules. An Order of
23 Council or a consent order confirmed in terms of this subsection may include
24 an award of damages to the complainant.

Conclusion by
Alternative dispute
resolution agent

25 **50.-(1)** A consumer shall file a complaint with the Council in the
26 prescribed manner and form, alleging that a person has acted in a manner
27 inconsistent with this Act.

Enforcement of
rights by the
Council

28 (2) The Council shall directly initiate a complaint concerning any
29 allegedly prohibited conduct on its own motion, or when directed to do so by
30 the Board; or on the request of a state office, an industry or sector regulator

- 1 or an accredited consumer protection group.
- Investigation
by the Council
- 2 (3) Upon initiating or receiving a complaint in terms of this Act, the
3 Council may:
- 4 (a) issue a notice of non-referral to the complainant in the prescribed
5 form, if the complaint appears to be frivolous or vexatious or does not allege
6 any facts which would constitute grounds for a remedy under this Act;
- 7 (b) refer the complaint to an alternative dispute resolution agent;
- 8 (c) refer the complaint to a State office;
- 9 (d) refer the complaint to a Small Claims Court, a Mobile Court or a
10 court of competent jurisdiction;
- 11 (e) refer the complaint to an industry Sector Regulator with
12 jurisdiction over the matter for investigation and or resolution; or
- 13 (f) direct an inspector to investigate the complaint as quickly as
14 practicable, in any other case. At any time during investigation, the Council
15 may designate one or more persons to assist the inspector conducting the
16 investigation.
- Outcome of
investigation
- 17 (4) After receiving a report of an investigation into a complaint, the
18 Council shall:
- 19 (a) issue a notice of non-referral to the complainant in the prescribed
20 form;
- 21 (b) refer the matter to the Attorney-General for prosecution, if the
22 investigation alleges that a person has committed an offence in terms of this
23 Act; or
- 24 (c) refer the matter to the Negotiation, Mediation and Conciliation
25 Tribunal of the Council;
- 26 (d) refer the matter to the appropriate small claims or mobile court or
27 any court of competent jurisdiction;
- 28 (e) make an Order of Council;
- 29 (f) issue a Compliance Notice.

1 **51.** If a matter has been investigated by the Council, and the Council and the respondent agree the proposed terms of an appropriate order, these terms shall be made an Order of the Council. The Council may if it deems fit register this Order with the High Court who, without hearing any evidence, may confirm that agreement as a consent order. An Order of Council or a consent order confirmed in terms of this subsection may include an award of damages to the complainant.

Consent orders

8 **52.-(1)** The Council may issue a compliance notice in the prescribed form to a person or association of persons whom the Council on reasonable grounds believes has engaged in prohibited conduct provided that before issuing a notice to a regulated entity, the council shall consult with the industry Sector Regulator that issued a licence to that regulated entity.

Compliance notices

14 (2) A compliance notice shall set out:

15 (a) the person or association to whom the notice applies;

16 (b) the provision of this Act that has not been complied with;

17 (c) details of the nature and extent of the non-compliance;

18 (d) any steps that are required to be taken and the period within which those steps must be taken; and

20 (e) any penalty that may be imposed in terms of this Act if those steps are not taken.

22 (3) A compliance notice issued in terms of this section remains in force until it is set aside by a Court; or the Council issues a compliance certificate upon being satisfied that there has been sufficient compliance with the compliance notice.

26 (4) If a person to whom a compliance notice has been issued fails to comply with the notice, the Council shall:

28 (a) shut down or close any premises from which the notice continues to be breached until the breach or non compliance is remedied;

30 (b) impose the appropriate administrative fine; or

Power in support
of investigation

1 (c) refer the matter to a court of competent jurisdiction for prosecution.

2 **53.**-(1) The Council may designate as an inspector, any person (whether or not
3 a member of the public service of the Federation) who possesses such
4 qualifications and fulfils such requirements, if any, as may be prescribed and
5 shall furnish to every such person so designated a certificate of designation.

6 (2) An inspecting officer may, in the course of his duty, at any
7 reasonable time and on production of his certificate of designation if so
8 required:

9 (a) enter (if need be by force) any premises for the purpose of
10 conducting an investigation;

11 (b) arrest any person who he reasonably believes to have committed
12 an offence under this Act;

13 (c) examine or take samples or specimen of any good or product;

14 (d) open and examine whilst on the premises any container or package
15 which he reasonably believes may help him in his investigation;

16 (e) examine any book, document or other records found on the
17 premises which he reasonably believes may contain any information relevant
18 to the enforcement of this Act or the regulations made there under and make
19 copies thereof or extracts there from;

20 (f) seize and detain for such time as may be necessary for the purposes
21 of this Act, any article or good by means of or in relation to which he reasonably
22 believes any provision of this Act or the regulation has been contravened.

23 (3) The owner or person in charge of any premises entered into by an
24 inspecting officer pursuant to this section and every person found therein, shall
25 give all reasonable assistance to the inspecting officer and shall make available
26 to the inspecting officer all such information as the inspecting officer may
27 reasonably require for the purposes of this Act.

28 (4) Any person who obstructs an inspecting officer in the performance
29 of his duties commits an offence and is liable on conviction to a fine not
30 exceeding N50,000 or to imprisonment for a term not exceeding three months

1 or to both such fine and imprisonment.

2 (5) Any article or good seized under this Act shall be kept or stored
3 in such a place as the inspecting officer may direct and shall be returned to
4 the owner or the person from whom it was seized if the article or good upon
5 analysis or examination is found not to have contravened the provisions of
6 this Act.

7 (6) An inspecting officer shall have all the powers, rights and
8 privileges of a police officer as defined under the Police Act and under any
9 other relevant enactment pertaining to the investigation, prosecution or
10 defence of a civil or criminal matter under this Act.

11 **54.-(1)** The Council may co-operate with, facilitate, or otherwise
12 support any of the following activities carried out by a consumer protection
13 group:

- 14 (a) consumer advice and education activities and publications;
15 (b) research, market monitoring, surveillance and reporting;
16 (c) promotion of consumers' rights and advocacy of consumers'
17 interests;
18 (d) representation of consumers, either specifically or generally, in
19 Court;
20 (e) alternative dispute resolution through mediation or
21 conciliation; and
22 (f) participation in national and international associations,
23 conferences or forums concerned with consumer protection matters.

24 (2) An accredited consumer protection group may:

25 (a) commence or undertake any act to protect the interests of a
26 consumer individually, or of consumers collectively, in any matter or before
27 any forum contemplated in this Act; and

28 (b) intervene in any matter before any forum contemplated in this
29 Act, if the interests of consumers represented by that group are not otherwise
30 adequately represented in that forum.

Support for
consumer
protection groups

1 (3) In addition to any other authority set out in this Act, an accredited
2 consumer protection group may direct a generally stated concern or complaint
3 to the Council in respect of any matter within the purpose of this Act.

4 (4) The Council may accredit a consumer protection group if that
5 person or association:

6 (a) functions predominantly to promote or represent the interests of
7 all or a specific category of consumers generally;

8 (b) is committed to achieving the purposes of this Act; and

9 (c) engages in, or makes a realistic proposal to engage in, actions to
10 promote and advance the consumers' interests.

11 (5) The Council may impose reasonable conditions on the
12 accreditation of a consumer protection group to further the purposes of this Act
13 and shall monitor the effectiveness of any such accredited consumer protection
14 group and may reasonably require any accredited consumer protection group
15 to provide information necessary for the purposes of the said monitoring.

Redress by the
Court

16 **55.** Whereupon an investigation by the Council or State office of a
17 complaint by a consumer, it is proved that:

18 (a) the consumer's right has been violated; or

19 (b) that a wrong has been committed by the way of trade, provision of
20 services, supply of information or advertisement thereby causing injury or loss
21 to the consumers; the consumer shall in addition to the redress, which the
22 Council may impose, have a right of civil action for compensation or restitution
23 in any competent court.

Power to obtain
Satisfactory
written assurance

24 **56.-(1)** Where it appears to the Council or the State office, that a
25 person carrying on a business has in the course of that business persisted in a
26 course of conduct which is detrimental to the interests of consumers, the
27 Council or the State office shall use its best endeavors to obtain from him a
28 satisfactory written assurance that he will refrain from a continuation of that
29 course of conduct.

30 (2) If the Council or State office is unable to obtain from the person in

1 question such an assurance; or that person has given such assurance and it
 2 appears to the Council or the State office that he has failed to observe it, the
 3 Council or the State office shall cause proceedings to be commenced against
 4 him in a court of competent jurisdiction to refrain from continuing that
 5 course of conduct.

6 (3) The Council shall have power to order the temporary closure of
 7 any business outfit reasonably believed to be carrying on in a manner
 8 detrimental to the interest of consumers until the Council is satisfied
 9 otherwise or pending the commencement of action.

10 57.-(1) A court by or before which a person is convicted of an
 11 offence may in addition to dealing with such person in any other way, make
 12 an order requiring the person to pay compensation for any personal injury,
 13 loss or damage resulting from that offence of such amount as it may deem fit
 14 or as assessed by competent professional authority.

Compensation
order

15 (2) In determining whether to make a compensation order against
 16 any person, and in determining the amount to be paid by any person under
 17 such an order, the court shall have regard to the means of the respondent in so
 18 far as they appear or are known to the Court.

19 58.-(1) The Attorney-General of the Federation may at the request
 20 of the Council, apply to a Court for an order commanding any person,
 21 partnership, company, trade association or agency to comply with the
 22 provisions of this Act or any order of the Council made in pursuance thereof.

Application by
Attorney-General
of the Federation

23 (2) Any officer of the Council may, with the consent of the Attorney-General
 24 of the Federation, conduct criminal proceedings in respect of offences under
 25 this Act or regulations made under this Act.

26 PART 9 - OFFENCES AND PENALTIES

27 59. Any person who issues or aids in issuing any wrong
 28 advertisement about a consumer item, commits an offence and is liable on
 29 conviction to a fine of up to N500,000 in the case of an individual and
 30 N5,000,000 in the case of a corporate body or to imprisonment of five years

Issuing wrong
advertisement

1 or to both such fine and imprisonment.

Contravention of
enactment
protecting consumer

2 **60.** Any person who, in contravention of any enactment whatsoever
3 for the protection of the consumer:

4 (a) sells or offers for sale any unsafe or hazardous goods or products;

5 (b) provides any service or proffers any information or advertisement

6 thereby causing injury or loss to a consumer, shall be guilty of an offence under

7 this Act and liable on conviction to N500,000 fine in the case of an individual

8 and N5,000,000 in the case of a corporate body or to five years imprisonment or

9 to both such fine and imprisonment.

Disobedience to
invitation by the
Council

10 **61.**-(1) where any person without sufficient cause neglects or refuses

11 to honor an invitation to appear before the Council the Council shall have

12 power to arrest and prosecute the person; seize and detain the goods the

13 invitation pertains to or close any premises where the Council reasonably

14 believes the goods or the services to which the invitation pertains are being kept

15 or rendered as the case may be.

16 (2) Any person who without sufficient cause neglects or refuses to

17 honor an invitation to appear before the Council or to attend and testify before

18 the Council or the State office or to answer any lawful enquiry, or to produce

19 any document as may be required of him commits an offence and is liable on

20 conviction to a fine of not less than N100, 000 or 5 years imprisonment or to

21 both such fine and imprisonment.

Making of false
entry

22 **62.** Any person who willfully makes or causes to be made any false

23 entry or statement in any report required to be made under this Act, or who

24 willfully makes or causes to be made any false entry in any account, record or

25 memorandum kept by any person, partnership, company or trade association,

26 is guilty of an offence and liable on conviction to N500,000 fine or to

27 imprisonment for five years or to both such fine and imprisonment.

Liability of
advertising medium

28 **63.** A publisher or any advertiser shall not be liable under this section

29 by reason of the dissemination by him of any false advertisement, unless he

30 refuses at the request of the Council to furnish the Council with the name and

1 address of the manufacturer; packer, distributor, seller, or advertising
2 agency requiring him to disseminate or cause such advertisement to be
3 made.

4 **64.**-(1) Any individual who violates any order of the Council or
5 State office commits an offence and is liable on conviction to a fine of
6 N500,000 or to imprisonment for 5 years or to both such fine and
7 imprisonment.

Violation of the
order of the
Council

8 (2) Any firm, company or trade association which violates any
9 order of the Council is guilty of an offence and liable to a fine of N5,000,000.

10 (3) Where an offence under this Act has been committed by a body
11 corporate and it is proved that it was committed with the consent or
12 connivance of or is attributable to any act of omission or commission on the
13 part of a principal officer or person charged with the responsibility for the
14 action, or any person purporting to act in that capacity, he as well as the body
15 corporate shall be guilty of the offence and shall be liable to be proceeded
16 against and punished accordingly.

17 **PART 10 - INSTITUTIONS FOR THE PROTECTION OF CONSUMER RIGHTS**

18 **65.**-(1) There shall be established for the purposes of this Act, a
19 Tribunal to be known as the Negotiation, Mediation and Conciliation
20 Tribunal (in this Act referred to as "the Tribunal").

Establishment of
the Negotiation,
Mediation and
Conciliation
Tribunal

21 (2) The Tribunal shall consist of:

Composition of
the Tribunal

22 (a) a person who is a legal practitioner of not less than 10 years
23 cognate experience, as the Chairman; and

24 (b) two other persons who shall be persons of ability, integrity and
25 standing and who possess professional skills and at least 7 years cognate
26 experience in law, economics, commerce, accounting or administration.

27 (3) The Chairman and members of the Tribunal shall be appointed
28 by the Minister on the recommendation of the Council.

29 **66.** The Chairman and members of the Tribunal shall hold office
30 for a term of three years and may be re-appointed for a further term of three

Tenure of office
of members of the
Tribunal

1 years and no more.

Remuneration of
allowances of
members

2 **67.** The salary or honorarium and other allowances payable to, and the
3 other terms and conditions of service of the members shall be as determined by
4 the Board.

Jurisdiction of
the Tribunal

5 **68.**-(1) Subject to the provisions of this Act, the Tribunal shall have
6 jurisdiction to entertain any complaints in relation to goods and services in
7 which the value of the goods or services and the compensation claimed, if any,
8 does not exceed the sum of N10,000,000.

9 (2) Where the value of the goods and services and the compensation
10 claimed, if any, is in excess of N10,000,000, the Federal High Court or the High
11 Court as the case may be shall have civil jurisdiction.

Who can submit
complaints to
the Tribunal

12 **69.**-(1) In relation to any goods sold or delivered or agreed to be sold
13 or delivered or any services rendered or agreed to be rendered a complaint may
14 be made in writing to the Council or the Tribunal by:

15 (a) the consumer to whom such goods are sold or delivered or agreed
16 to be sold or delivered or such service provided or agreed to be provided;

17 (b) any recognized consumer association whether the consumer to
18 whom the goods were sold or delivered or agreed to be sold or delivered or
19 service provided or agreed to be provided is a member of such association or
20 not;

21 (c) anyone or more consumers, where there are numerous consumers
22 having the same interest, on behalf of, or for the benefit of, all consumers so
23 interested; or

24 (d) the Council or State Government on behalf of consumers.

25 (2) The Chairman of the Tribunal and at least one member thereof
26 sitting together shall conduct every proceeding referred to in subsection (1) of
27 this section.

Procedure for
making complaints

28 **70.** In the proceedings of the Tribunal, the District Court Rules in
29 respect of civil proceedings or the Criminal Procedure Code or depending on
30 the venue the Criminal Procedure Act in respect of criminal proceedings shall

1 apply with such modifications as the circumstance may require.

2 71.-(1) Where the Tribunal is satisfied that the product complained
3 against suffers from any of the defects specified in the complaint or that any
4 of the allegations contained in the complaint about the services are proved, it
5 shall issue an order to the opposing party directing him to do one or more of
6 the following:

Findings and
decisions of the
Tribunal

7 (a) to remove the defect from the goods in question;

8 (b) to replace the goods with new goods of similar description
9 which shall be free from any defect;

10 (c) to return to the complainant the price, or as the case may be, the
11 charges paid by the complainant;

12 (d) to pay such amount as may be awarded by it as compensation to
13 the consumer for any loss or injury suffered by the consumer;

14 (e) to settle all the expenses incurred by the complainant or for
15 carrying out the necessary analysis or test in relation to the offending
16 product in question including the cost of the action;

17 (f) to remove the defect or deficiencies in the service in question;

18 (g) not to offer the hazardous product or such product that is
19 injurious to health for sale;

20 (h) to withdraw the hazardous product or such product that is
21 injurious to health from the market;

22 (i) to provide for adequate costs to parties; to levy administrative
23 fines against the offending party; and

24 (k) to make all such other order or orders as the Tribunal may deem
25 fit to make in the circumstances.

26 (2) Every order made by the Tribunal under subsection (1) shall be
27 signed by the Chairman and the members who conducted the proceedings:

28 Provided that where any of the members of the Tribunal differs on any point
29 or issue, he shall state the point or issue and the opinion of the majority shall
30 be the decision of the Tribunal.

Appeals

1 72. Any person aggrieved by an order made by the Tribunal may
2 appeal against such order to the Federal High Court or the High Court as the
3 case may be.

Mobile courts

4 73. Without prejudice to the powers of the High Court or the
5 Magistrate Court to entertain criminal proceedings, such Mobile Courts as may
6 be constituted by the Chief Judge of a state shall have power to entertain
7 criminal proceedings specified under this Act.

Small Claims
Courts

8 74. Without prejudice to the powers of the High Court or the District
9 court to entertain civil proceedings, such Small Claims Courts as may be
10 constituted by the Chief Judge of a state shall have jurisdiction to entertain
11 claims not exceeding N250, 000.

PART 11 - FINANCIAL PROVISIONS

Financial
provisions

12 75.-(1) The Council shall establish and maintain a fund which shall
13 consist of:
14

15 (a) one percent of the allocation from the proceeds of value added tax
16 due to the Federal Government and such other sums as may from time to time
17 be appropriated to the Council by the National Assembly;

18 (b) fees charged by the Council under this Act or any of its subsidiary
19 legislation;

20 (c) such other sums as may accrue to the Council either in the
21 execution of its function under this Act or in respect of any property vested in
22 the Council or otherwise however.

23 (2) The Council may from time to time apply the proceeds of the
24 Fund:

25 (a) to the cost of administration of the Council;

26 (b) for reimbursing members of the Council or of any Committee set
27 up by the Council of such expenses as may be expressly authorized by the
28 Board in accordance with such rates as may be approved from time to time by
29 the Federal Government;

30 (c) to the payment of salaries or other remuneration or allowances and

1 pensions payable to the employees of the Council;

2 (d) for the maintenance of any property acquired or vested in the
3 Council; and

4 (e) for and in connection with all or any of the functions of the
5 Council under this Act.

6 **76.**-(1) The Council may, with the approval of the Board, accept
7 gifts, land, money or other property upon such terms and conditions if any,
8 as may be specified by the person or organisation making the gift.

Power to accept
gifts

9 (2) The Council shall not accept any gift if the conditions attached
10 by the person or organisation making the gifts are incompatible with the
11 functions of the Council.

12 **77.**-(1) The Council may, with the consent of the Board or in
13 accordance with any general guidelines approved by the President,
14 Commander-in-Chief of the Armed Forces, borrow, by way of loan or
15 overdraft from any source, any money required by the Council for meeting
16 its obligations and discharging its functions under this Act.

Borrowing
powers

17 (2) The Council may invest any surplus funds of the Council in
18 such securities as may be approved by the Board.

19 **78.** The Council shall keep proper account and proper records in
20 relation thereto and shall cause such account to be audited annually by a
21 qualified auditor appointed from the list and in accordance with the
22 guidelines supplied by the Auditor-General of the Federation.

Accounts and
audit

23 **79.** The Council shall prepare and submit to the President through
24 the Board a report in such form as he may direct on the activities of the
25 Council during the immediately preceding year and shall include in such
26 report, a copy of the audited accounts of the Council for that year.

Annual reports

27 **PART 12 - LEGAL PROCEEDINGS**

28 **80.**-(1) Subject to the provisions of this Act, the provisions of the
29 Public Officers Protection Act shall apply in relation to any suit instituted
30 against any member or officer or employee of the Council.

Limitation of suits
against the
Council

1 (2) Notwithstanding anything contained in any other law or
2 enactment, no suit against a member of the Board, the Director-General of the
3 Council or any other officer or employee of the Council for any act done in
4 pursuance or execution of this Act or any other law or enactment, or of any
5 public duties or authority or in respect of any alleged neglect or default in the
6 execution of this Act or any other law or enactment, duties or authority, shall lie
7 or be instituted in any court unless it is commenced:

8 (a) within three months next after the act, neglect or default
9 complained of; or

10 (b) in the case of a continuation of damage or injury, within six
11 months next after the ceasing thereof.

12 (3) No suit shall be commenced against a member of the Board, the
13 Director-General of the Council or any other officer or employee of the Council
14 before the expiration of a period of one month after written notice of the
15 intention to commence the suit shall have been served on the Council by the
16 intending plaintiff or his agent.

17 (4) The notice referred to in subsection (3) of this section shall clearly
18 and explicitly state:

19 (a) the cause of action;

20 (b) the particulars of the claim;

21 (c) the name and place of abode of the intending plaintiff; and

22 (d) the relief which he claims.

Service of
documents

23 **81.** A notice, summons or other document required or authorized to
24 be served on the Council under the provisions of this Act or any other law or
25 enactment may be served by delivering it to the Director-General of the
26 Council or by sending it by registered post addressed to the Director-General of
27 the Council at the principal office of the Council.

Restriction on
execution against
property of the
Council

28 **82.**-(1) In any action or suit against the Council, no execution or
29 attachment of process in the nature thereof shall be issued against the Council
30 unless not less than three months notice of the intention to execute or attach has

1 been given to the Council.

2 (2) Any sum of money which by the judgment of any court has been
3 awarded against the Council shall, subject to any direction given by the
4 court, where no notice of appeal against the judgment has been given, be
5 paid from the fund of the Council.

6 **83.** A member of the Board, the Director-General or any officer or
7 employee of the Council shall be indemnified out of the assets of the Council
8 against any liability incurred by him in defending any proceeding, whether
9 civil or criminal, if the proceeding is brought against him in his capacity as a
10 member, Director-General or officer or other employee of the Council as the
11 case may be.

Indemnity of
officers

12 PART 13 - MISCELLANEOUS PROVISIONS

13 **84.** The Minister may give to the Board directives of a general
14 nature with regard to the exercise by the Council of its functions under this
15 Act, and it shall be the duty of the Council to comply with such directions.

Power of the
Minister to give
directives to the
Council

16 **85.** The Council shall with the approval of the Board have power to
17 make regulations as may in its opinion be necessary or expedient for giving
18 full effects to the provisions of this Act and for the administration thereof.

Regulations

19 **86.**-(1) The Council shall:

20 (a) liaise with any regulatory authority on matters of common
21 interest and may monitor, require necessary information from, exchange
22 information with, and receive information from any such authority
23 pertaining to matters of common interest; or a specific complaint or
24 investigation;

Relations with
other regulatory
authorities

25 (b) Negotiate agreements with any regulatory authority to co-
26 ordinate and harmonize the exercise of jurisdiction over consumer matters
27 within the relevant industry or sector and to ensure the consistent application
28 of the principles of this Act;

29 (c) Participate in the proceedings of any regulatory authority; and

30 (d) advise or receive advice from any regulatory authority.

1 (2) A regulatory authority that exercises jurisdiction over consumer
2 matters within a particular industry or sector may negotiate agreements with
3 the Council and shall exercise its jurisdiction by way of such an agreement in
4 respect of a particular matter within its jurisdiction.

Repeal

5 **87.**-(1) The Consumer Protection Council Act Cap C25, Laws of the
6 Federation of Nigeria, 2004 is repealed.

7 (2) Anything done or purported to have been done under the
8 Consumer Protection Council Act, Cap C25 LFN, 2004 remains valid, except
9 otherwise provided under this Act.

Interpretation

10 **88.** In this Act, unless the context otherwise requires:

11 "Chairman" means the Chairman of the Board or Council;

12 "Consumer" means any person who:

13 (a) purchases, uses, maintains or disposes of products or services;

14 (b) buys any goods for consideration which has been paid or partly
15 paid and partly promised, or under any system of deferred payment and
16 includes any user of such goods other than the person who buys such goods for
17 consideration paid or promised or partly paid or partly promised, or under any
18 system of deferred payment when such use is made with the approval of such
19 person, but does not include a person who obtains such goods for resale or for
20 any commercial purpose; or

21 (c) hires or avails of any services for a consideration which has been
22 paid or promised or partly paid or partly promised, or under any system of
23 deferred payment and includes any beneficiary of such services other than the
24 person who hires or avails of the services for consideration paid or promised or
25 partly paid or partly promised or under any system of deferred payment when
26 such services are availed of with the approval of the first mentioned person;
27 (For the purpose of paragraph (b), "commercial purpose" does not include use
28 by a consumer of goods bought and used by him exclusively for the purpose of
29 earning his livelihood, by means of self employment);

30 "Consumer Affairs court" means a body of that name, or a consumer tribunal

1 established pursuant to this Act or any other Act of the National
2 Assembly;

3 "Consumer protection group" means an entity promoting the interests
4 or protection of consumers including Consumer Non governmental
5 organizations;

6 "Council" means the Consumer Protection Council established under
7 section 1 of this Act;

8 "defect" means any material imperfection in the manufacture of the
9 goods or components, or in performance of the services, that renders
10 the goods or results of the service less acceptable than persons
11 generally would be reasonably entitled to expect in the circumstances;
12 or any characteristic of the goods or components that renders the
13 goods or components less useful, practicable or safe than persons
14 generally would be reasonably entitled to expect in the circumstances;

15 "Deficiency" means any fault, imperfection or shortcoming or
16 inadequacy in the quality, nature or manner of performance which is
17 required to be maintained by or under any law for the time being in
18 force or has been undertaken to be performed by a person in pursuance
19 of a contract or otherwise in relation to any service;

20 "failure" means the inability of the goods to perform in the intended
21 manner or to the intended effect;

22 "goods" means goods as defined in the Sale of Goods Act ... and the
23 word shall be interchangeable with the word "product"

24 "hazard" means a design characteristic that has been identified as, or
25 declared to be, a hazard by or in terms of any applicable public
26 regulation; or presents a significant risk of personal injury to any
27 person, or damage to property, when the goods are utilized;

28 "member" means any member of the Board including the Chairman;

~ 29 "Minister" means the Minister charged with responsibility for matters
30 relating to Commerce or any other Ministry under which the

1 Consumer Protection Council may be placed and the expression Ministry shall
2 be construed accordingly;

3 "participant" means a person who enters, competes in or is otherwise eligible to
4 win, a promotional competition;

5 "person" includes a firm or company whether registered or not;

6 "price" includes a unit price;

7 "prize" includes a reward, gift, free good or service, price reduction or
8 concession, enhancement of quantity or quality of goods or services, or other
9 discounted or free thing;

10 "promoter" means a person who directly or indirectly promotes, sponsors,
11 organizes or conducts a promotional competition, or for whose benefit such a
12 competition is promoted, sponsored, organized or conducted;

13 "promotional competition" means any competition, game, scheme,
14 arrangement, system, plan, or device for distributing prizes by lot or chance if:

15 (a) it is conducted in the ordinary course of business for the purpose of
16 promoting a producer, distributor, supplier, or association of any such persons,
17 or the sale of any goods or services; and

18 (b) any prize offered exceeds the sum of N250,000 irrespective
19 whether a participant is required to demonstrate any skill or ability before
20 being awarded a prize;

21 "promotional offer" means an offer or promise, expressed in any manner, of
22 any prize, reward, gift, free good or service, price reduction or concession,
23 enhancement of quantity or quality of goods or services, irrespective whether
24 or not acceptance of the offer is conditional on the offeree entering into any
25 other transaction;

26 "restrictive trade practice" means any trade practice which requires a customer
27 to buy, hire or avail of any goods or, as the case may be, services as a condition
28 precedent for buying, hiring or availing of other goods or services;

29 "service" means service of any description which is made available to potential
30 users and includes but is not limited to the provision of facilities in connection

1 with banking, financial insurance, transport, processing, supply of electrical
2 or other energy, board or lodging or both, housing construction,
3 entertainment, amusement, medical, pharmaceutical, telecommunications
4 or the purveying of news or other information but does not include the
5 rendering of any service free of charge or under a contract of personal
6 service; and

7 "unsafe" means that, due to a design characteristic, failure, defect, or hazard
8 particular goods present an extreme risk of personal injury or property
9 damage to the consumer or to other persons.

10 (2) In this Act a contract for the supply of a service means a contract
11 under which a person agrees to carry out a service.

12 **89.** This Act may be cited as the Consumer Protection Council Act Short Title
13 (Repeal and Re-enactment) Bill, 2016.

14 SCHEDULE

15 *Section 5 (8)*

16 PROCEEDINGS OF THE BOARD

17 **1.-(1)** Subject to this Act and to the section 26 of the Interpretation
18 Act, the Board may make standing orders regulating the proceedings of the
19 Agency or of any committee thereof.

20 (2) The quorum of the Board shall be the Chairman and ten other
21 members, and the quorum of any committee of the Agency shall be
22 determined by the Board.

23 **2.-(1)** The Board shall meet not less than four times in each year
24 and subject thereto, the Board shall meet whenever it is summoned by the
25 Chairman; and if the Chairman is required to do so by notice given to him by
26 not less than nine other members, he shall summon a meeting of the Agency
27 to be held within fourteen days from date on which the notice is given.

28 (2) At any meeting of the Board the Chairman shall preside; but if
29 he is absent, the members present at the meeting shall appoint one of their
30 members to preside at that meeting.

1 (3) Where the Board desires to obtain the advice of any person on a
2 particular matter, the Board may co-opt him as a member for such period as he
3 thinks fit; but a person who is a member by virtue of this subparagraph shall not
4 be entitled to vote at any meeting of the Board and shall not count towards the
5 quorum.

6 (4) Notwithstanding anything in the foregoing provisions of this
7 paragraph, the first meeting of the Board shall be summoned by the Minister.

8 **3.-(1)** The Board may appoint one or more committees to carry out on
9 behalf of the Board such of its functions as the Board may determine.

10 (2) A Committee appointed under this paragraph shall consist of such
11 number of persons (not necessarily all members of the Board) as may be
12 determined by the Board; and a person other than a member of the Board shall
13 hold office on the committee in accordance with the terms of his appointment.

14 (3) A decision of a committee of the Board shall be of no effect until it
15 is confirmed by the Board.

16 **4.-(1)** The fixing of the seal of the Board shall be authenticated by the
17 signature of the Chairman and some of other members authorized generally or
18 specifically to act for that purpose by the Board.

19 (2) Any contract or instrument which if made or executed by a person
20 not being a body corporate will not be required to be under seal may be made or
21 executed on behalf of the Board by the Director-General or any person
22 generally or specially authorized to act for that purpose by the Board.

23 **5.** Members of the Board other than ex-officio members shall be paid
24 out of money at the disposal of the Board, such remuneration, fees or allowance
25 in accordance with such scales as may be approved from time to time by the
26 Minister.

27 **6.** The validity of any proceedings of the Board or of a committee
28 thereof shall not be affected by any vacancy in the membership of the Board or
29 of a Committee, or by reason that a person not entitled to do so took part in the
30 proceedings.

1 7. Any member of the Board and any person holding office on a
2 committee of the Board, who has a personal interest in any contract or
3 arrangement entered into or proposed to be considered by the Board or a
4 committee thereof shall forthwith disclose his interest to the Board or
5 committee and shall not vote on any question relating to the contract or
6 arrangement.

EXPLANATORY MEMORANDUM

The Bill seeks to repeal the Consumer Protection Council Act Cap. C25, Laws of the Federation of Nigeria 2004, and to Re-enact the Consumer Protection Act so as to make comprehensive provisions for consumer protection in Nigeria and to establish the Negotiation Mediation and Conciliation Tribunal.



PUBLIC OFFICES PROTECTION ACT (REPEAL) BILL, 2016

ARRANGEMENT OF SECTIONS

Section:

1. **Repeal of Cap. P41 Laws of the Federation of Nigeria, 2004**
2. **Short title**

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