LAWS OF SOUTHERN SUDAN

CONSUMER PROTECTION ACT, 2011

LAWS OF SOUTH SUDAN

CONSUMER PROTECTION ACT, 2011

Arrangement of Sections

CHAPTER I

PRELIMINARY

1. Short title.
2. Interpretation.
3. Purpose of Act.
4. Application of Act.

CHAPTER II

CONSUMER RIGHT TO FAIR AND RESPONSIBLE MARKETING

5. Unfair or Unjust Transactions.
6. False, Misleading or Deceptive Misrepresentations.
7. Circumstances Surrounding False, etc Misrepresentations.
8. Consumers Right to Safe, Good Quality Goods.
9. Implied Warranty of Quality.
10. Consumers Right to Demand Quality Service.

CHAPTER III

CONSUMER PROTECTION COUNCIL

11. Establishment of the Council.
12. Composition of the Council.
13. Functions of the Council.
14. Remuneration of Members of the Council.
15. Common Seal of the Council.
16. Appointment of Specialized Committees
17. Funds of the Council.
18. Secretariat of the Council.

CHAPTER IV

ENFORCEMENT OF RIGHTS OF CONSUMERS

19. Realization of Consumer Rights.
20. Enforcement of Rights by Consumer.
21. Initiating a Complaint to the Council.
22. Investigation by the Council.
23. Procedure for Initiating and Handling Complaints Under the Act.
24. Powers of Court to Enforce Consumer Rights.

CHAPTER V

GENERAL PROVISIONS ON PROMOTION OF CONSUMER PROTECTION BY COUNCIL

25. Support for Consumer Protection Groups.
26. Consultation with Other Groups.
27. Research and Public Information.
28. Relationship with Other Regulatory Agencies.

CHAPTER VI

MISCELLANEOUS

29. Limitation Period.
30. No Contracting Out.
31. Rights Transferred.
32. Exemption from Liability for Publishers.
33. Summons Issued by Council.
34. Parole Evidence Rule Abolished.
35. Protection from Liability.
36. Acts or Omissions of Employees.
37. Amendment of Schedule.
38. Regulations.

Schedule
Proceedings of the Consumer Protection Council.

LAWS OF SOUTH SUDAN

CONSUMER PROTECTION ACT, 2011

In accordance with the provisions of Article 55 (2) (3) (b) read together with Article 85 (1) of the Transitional Constitution of the Republic of South Sudan, the National Legislative Assembly, with the assent of the President of the Republic of South Sudan, hereby enacts the following:

CHAPTER 1

PRELIMINARY PROVISIONS

1. Short Title and Commencement.

This Act may be cited as the Consumer Protection Act, 2011 and shall come into force on the date of its signature by the President.

2. Interpretation.

In this Act, unless the context otherwise requires —

"**Council**" means the Consumer Protection Council established by section 11;

"consumer" means a natural or legal person who, otherwise than exclusively in the course of business—

(a) receives or has the right to receive goods or services from a supplier; or

(b) has a legal obligation to pay a supplier for goods or services that have been or are to be supplied to another natural or legal person.

"consumer transaction" means —

(a) the supply of goods or services by a supplier to a consumer as a result of a purchase, lease, gift, contest or other arrangement; or

(b) an agreement between a supplier and a consumer, as a result of a purchase, lease, gift, contest or other arrangement, in which the supplier is to supply goods or services to the consumer or to another consumer specified in the agreement, but does not include any transaction specified in section 4 (2);

"Council" means the Consumer Protection Council;

"Directorate" means the Directorate responsible for trade in the Ministry responsible for commerce, industry and investment at the national level;

"Director" or "Director General" means the Director in charge of the Directorate responsible for trade in the Ministry responsible for commerce, industry and *investment* at the national level;

"goods" means any personal property, whether tangible or intangible, and includes chattels that are attached or intended to be attached to real property on or after delivery; and credit, including credit extended solely on the security of land;

"material fact" means any information that a supplier knows or ought reasonably to know would affect the decision of a consumer to enter into a consumer transaction;

"Ministry" means the Ministry of Commerce, Industry and Investment at the national level;

"Minister" means the Minister for Commerce, Industry and Investment at the national level;

"services" includes —

(a) a service offered provided that it involves the addition to or maintenance, repair or alteration of goods; and
(b) a membership in any club or organization if the club or organization is a business formed to make a profit for its owners;

"supplier" means a person who, in the course of the person's business —

(a) provides goods or services to consumers;
(b) manufactures, assembles or produces goods;
(c) promotes the use or purchase of goods or services; or
(d) receives or is entitled to receive money or other consideration as a result of the provision of goods or services to consumers, and includes any employee or agent of the person.

3. Purpose of *the* Act.

The purpose of this Act is to establish a legal framework for the protection of the interests and welfare of consumers in their dealings with producers and suppliers.

4. Application of *the* Act.

(1) This Act applies to any consumer transaction occurring within South Sudan between a supplier and a consumer, unless the transaction is exempted under subsection (2).

(2) This Act does not apply to the following transactions –

(a) acquisition of an estate or interest in any immovable property (except renting of residential property in consideration of rent);
(b) a service to be supplied under an employment contract;
(c) a transaction where the consumer is national Government, a State or an organ of Government or a State;
(d) goods bought at auction; or
(e) a transaction or activity which is regulated under any written law such as insurance, banking, money lending, or financial services.

CHAPTER II

CONSUMER RIGHT TO FAIR AND RESPONSIBLE MARKETING

5. Unfair or Unjust Transactions.

(1) A supplier shall not –
(a) offer to supply, or enter into an agreement to supply, any goods or services on terms that are manifestly unfair or unjust; or
(b) market any goods or services, or negotiate, enter into or administer an agreement for the supply of any goods or services, in a manner that is manifestly unfair or unjust,
having regard to the fair value of the goods or services, the circumstances of the agreement, the nature of the parties to that agreement, their relationship to each other and their relative capacity, education, experience, sophistication and bargaining position.

(2) Without limiting the generality of subsection (1), a transaction is manifestly unfair or unjust if-
(a) the transaction is excessively one-sided in favour of the supplier;
(b) the terms of the transaction are so adverse to the consumer as to be inequitable; or
(c) the consumer relied on a false, misleading or deceptive representation or statement of opinion by or on behalf of the supplier, to the detriment of the consumer.

6. False, Misleading or Deceptive Representations.

(1) With respect to any goods or services that are the subject of a consumer transaction or a proposed consumer transaction between a supplier and a consumer, in the marketing of any such goods or services, the supplier must not, by words or conduct –
(a) directly or indirectly express or imply a false, misleading or deceptive representation concerning a material fact to a consumer or prospective consumer;

(b) use exaggeration, innuendo or ambiguity as to a material fact, or fail to disclose a material fact if that failure amounts to a deception;
(c) knowingly permit a consumer or prospective consumer to believe a false, misleading or deceptive state of facts; or
(d) fail to correct an apparent misapprehension on the part of a consumer or prospective consumer, amounting to a false, misleading or deceptive representation or permit or require any other person to do so on behalf of the supplier.

(2) A person acting on behalf of a supplier of any goods or services shall not engage in any conduct that the supplier is prohibited from engaging in under subsection (1).

(3) Without limiting the generality of subsections (1) and (2), it is a false, misleading or deceptive representation to state or imply, or allow a consumer or prospective consumer to incorrectly believe, that -

(a) goods or services have sponsorship, approval, performance characteristics, accessories, ingredients, components, qualities, uses or benefits that they do not have;
(b) goods or services are of a particular standard, quality, grade, style, model, origin or method of manufacture if they are not;
(c) goods are new or unused if they are not or if they have deteriorated or been altered, reconditioned or reclaimed;
(d) goods have been used to an extent different from the fact or that they have a particular history or use if the supplier knows it is not so;
(e) goods or services are available, or are available for a particular reason, for a particular price, in particular quantities or at a particular time if the supplier knows or can reasonably be expected to know it is not so, unless the representation clearly states any limitation;
(f) a service, part, repair or replacement is needed or desirable if that is not so, or that a service has been provided, a part has been installed, a repair has been made or a replacement has been provided, if that is not so;
(g) a price benefit or advantage exists respecting goods or services where the price benefit or advantage does not exist;
(h) a transaction involving goods and services involves or does not involve rights, remedies or obligations where that representation is deceptive or misleading;
(i) another supplier will provide goods or services at a discounted or reduced price if the supplier making the representation knows or ought to know that the other supplier will not do so;
(j) a particular person has offered or agreed to acquire goods and services whether or not at a stated price if he or she has not;

(k) facilities are available for repair of goods or of spare parts for goods if that is not the case;

(l) goods or services are available at a discounted price for a stated period of time if the supplier knows or ought to know that the goods and services will continue to be so available for a substantially longer period;

(m) goods or services are available at a discounted price for a particular reason that is different from the fact; or

(n) uses small print to conceal a material fact from the consumer or to mislead a consumer as to a material fact, in connection with the supply of goods or services.

7. Circumstances Surrounding the Making of False, Misleading Representations.

A false, misleading or deceptive representation may be made before, during or after a consumer transaction; and may consist of a single act or omission or a series of acts or omissions.

8. Consumers' Rights to Safe, Good Quality Goods.

(1) Unless the consumer has been expressly informed and expressly agreed to accept, or knowingly acted in a manner consistent with accepting particular goods in the specific condition in which they are offered, the consumer has a right to receive goods that –

(a) are reasonably suitable for the purposes for which they are generally intended, subject to subsection (3);

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

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

(d) comply with any applicable standards set under the law governing standards in South Sudan.

(2) In addition to the right set out in subsection (1)(a), if a consumer has specifically informed the supplier of the particular purpose for which the consumer wishes to acquire any goods, or the use to which the consumer intends to apply those goods, and the supplier –

(a) ordinarily offers to supply such goods; or

(b) acts in a manner consistent with being knowledgeable about the use of those goods,

the consumer has a right to expect that the goods are reasonably suitable for the specific purpose that the consumer has indicated.

(3) Irrespective whether a consumer has agreed to accept any goods in the specific condition in which they are offered, or otherwise, the consumer

has a right to receive goods that are free of any failure or defect that would render the utility, practicability or safety of the goods to be less than consumers are generally entitled to expect, having regard to all the circumstances of its supply, including but not limited to –

(a) the manner in which, and the purposes for which, the goods have been marketed, packaged and displayed, the use of any trade description or mark, any instructions for, or warnings with respect to the use of the goods;

(b) the range of things that might reasonably be anticipated to be done with or in relation to the goods; and

(c) the time when the goods were produced and supplied.

(4) For greater certainty in applying subsection (3) –

(a) it is irrelevant whether a product failure or defect was latent or patent, or whether it could have been detected by a consumer before taking delivery of the good; and

(b) a product failure or defect may not be inferred in respect of particular goods solely on the grounds that better goods have subsequently become available from the same or any other producer or supplier.

(5) A consumer has a right to demand confirmation of purchases made with respect to goods sold.

9. Implied Warranty of quality.

(1) In any transaction or agreement pertaining to the supply of goods to a consumer there is an implied provision that the producer or importer, the distributor and the retail supplier each warrant that the goods comply with the requirements and standards contemplated in section 8, except to the extent that those goods have been altered –

(a) contrary to the instructions of the producer or importer, a distributor or the retail supplier; or

(b) after leaving the control of the producer or importer, a distributor or the retail supplier.

(2) The implied warranty imposed by subsection (1) is in addition to –

(a) any other implied warranty or condition imposed by the common law, this Act or any other applicable standards set out under the law governing standards in South Sudan; and

(b) any express warranty or condition stipulated by the producer or importer, distributor or retail supplier.

10. Consumers' Rights to Demand Quality Service.

(1) Where a supplier undertakes to perform any service for or on behalf of a consumer, the consumer has a right to –

(a) the timely performance and completion of the service, and timely notice of any unavoidable delay in the performance of the service;
(b) performance of the service in a manner and quality that persons are generally entitled to expect; and
(c) the use, delivery or installation of goods that are free of defects and of a quality that persons are generally entitled to expect, if any such goods are required for performance of the services.

(2) If a supplier fails to perform a service to the standards contemplated in subsection (1), the consumer may require the supplier to either –
(a) remedy any defect in the quality of the services performed or goods supplied; or
(b) refund to the consumer a reasonable portion of the price paid for the services performed and goods supplied.

CHAPTER III

CONSUMER PROTECTION COUNCIL

11. Establishment of the Council.

(1) There shall be established a Consumer Protection Council in the Directorate responsible for trade in the Ministry responsible for commerce industry and investment.

(2) The Council shall be an administrative agency responsible for the administration and enforcement of this Act.

(3) The Council may perform any of its functions or carry out any of its duties under the name Consumer Protection Council.

12. Composition of the Council.

(1) The Council shall consist of the following members appointed by the Minister upon recommendation by their units:-
(a) a Chairperson who shall be appointed by the Minister from among the members of the Council;
(b) the Director General of the Directorate responsible for trade in the Ministry who shall be the executive secretary of the Council;
(c) a representative of the body responsible for grades and standards in South Sudan;
(d) a representative of the Directorate responsible for private sector development in the Ministry;
(e) a representative of the Ministry responsible for Finance;
(f) a representative of the Ministry responsible for Justice;
(g) a representative of the Ministry responsible for Internal Affairs;

(h) a representative of the Ministry responsible for health;
(i) two representatives of registered consumer organizations in South Sudan;
(j) a representative of the body responsible for environmental management in South Sudan;
(k) a representative of the umbrella association of manufacturers in South Sudan;
(l) two representatives of the Chamber of Commerce;
(m) a representative of the South Sudan Law Society; and
(n) any other relevant body

(2) The members of the Council appointed under subsection (1)(i) to (m) shall hold office for a term of three years and shall be eligible for reappointment.

(3) If the Chairperson by reason of extended illness or absence is unable to perform the duties of his or her office, the Director shall designate one of the Members of the Council to act as chairperson during the absence.

(4) Any other member of the Council referred to in subsection (1)(g) to (m) may –
(a) resign from his or her office in writing addressed to the body or institution represented by the member and copied to the secretary of the Council; or
(b) be removed from office by the Council for inability to perform the functions of the office arising from infirmity of body or mind or from any other cause.

(5) If a member of the Council dies, resigns, is removed from office or for any other reason ceases to hold office before the expiration of the term for which he or she was appointed, the nominating body shall appoint another person to take his or her place.

(6) A person appointed in accordance with subsection (5) shall hold office for the un-expired period of the term of office of the member in whose place he or she is appointed.

13. Functions of the Council.

(1) The functions of the Council shall be –

(a) to co-ordinate and network consumer activities in liaison with consumer organizations and competent authorities and agencies, within and outside South Sudan, to protect consumer interests;
(b) to carry out, promote and participate in consumer education programmes and activities;
(c) to disseminate consumer issues with a view to fostering debate and generating ideas on measures to address the issues concerned;

(d) to provide advice to consumers on their rights and responsibilities under relevant legislation;
(e) to make available to consumers general information affecting their interests;
(f) to create and facilitate the establishment of conflict resolution mechanisms on consumer issues;
(g) to investigate any complaint received regarding consumer issues and, where appropriate, refer the complaint to a relevant regulatory agency or refer the matter to court;
(h) to formulate and submit to the Minister policy and legislative proposals in the interest of consumers;
(i) to review the operation of this Act and advise the Minister on any appropriate review, revision or reform; and
(j) to advise the Minister on matters of national policy relating to consumer protection;
(j) to determine norms and standards regarding consumer protection under this Act that should apply generally throughout South Sudan;
(k) to report annually on market practices and the implications for consumer choice and competition in the consumer market;
(l) to enquire into and report to the Minister on any matter concerning the purpose of this Act;
(m) to advise the Minister in respect of any matter referred to it by the Minister; and
(n) to do anything necessary, incidental or conducive for the purpose of discharging its functions under this Act.

(2) In carrying out its functions, the Council may have regard to international developments in the field of consumer protection and may consult any person, organisation or institution with regard to any matter.

(3) The proceedings of the Council shall be governed by the provisions of the Schedule to this Act.

14. *Funds and* Remuneration of Members of the Council.

Members of the Council shall be paid such remuneration or allowances as may be appropriated by the South Sudan National Legislative Assembly after consultation with the Minister responsible for public service.

15. Common Seal of the Council.

(1) The Council shall have a common seal, and the seal may, from time to time, be altered and made anew as the Council thinks fit.

(2) The common seal of the Council shall be kept in such custody as the Council may direct and shall not be used except on the order of the Council.

(3) The common seal of the Council when affixed to a document and duly authenticated shall be judicially and officially noticed and unless and until the contrary is proved, any necessary order or authorization by the Council under this section shall be presumed to have been duly given.

(4) The Director may in writing, appoint an officer of the Directorate to execute or sign on behalf of the Council an agreement or other instrument not under seal in relation to any matter within the functions of the Council.

16. Appointment of Specialized Committees.

The Council may establish specialized committees, including at States level, comprising wholly of its own members or partly its own members and partly of persons outside the Council or Directorate, or from the States, to assist the Council in the performance of its functions under this Act.

17. Secretariat of the Council.

(1) The Directorate responsible for trade in the Ministry shall be the Secretariat of the Council.

(2) The Director General shall be the Executive Secretary of the Council and shall be responsible for the overall administration and enforcement generally, of the provisions of this Act, subject to the general directive**s** of the Minister.

(3) The Director shall, in consultation with the Minister, designate such number of staff of the Directorate as may be necessary to perform the functions of the Council.

(4) The Director General, as executive secretary of the Council shall be responsible for–

(a) the execution of the policies of the Council;
(b) the day to day operation of the Council;
(c) the management of the funds of the Council;
(d) the administration, organization and control of the staff of the Council;
(e) the co-ordination of the affairs of the Council and those of other consumer groups.

(5) The Director General may delegate in writing all or any of his or her powers, duties or functions under this Act, generally or in any area in

South Sudan, or for such periods or purposes as he or she may specify, to any member of staff of the Directorate and may at any time revoke or vary such delegation.

CHAPTER IV

ENFORCEMENT OF RIGHTS OF CONSUMERS

17. Realization of Consumer Rights.

Any of the persons specified in paragraph (a) to (e) of this section may, approach a court or the Council alleging that a consumer's rights under this Act has been infringed, impaired or threatened, or that a prohibited conduct has occurred or is occurring –

(a) a person acting on his or her own behalf;
(b) an authorised person acting on behalf of another person who cannot act in his or her own name;
(c) a person acting as a member of, or in the interest of, a group or class of persons;
(d) a person acting in the public interest; and

(e) an association acting in the interest of its members.

18. Enforcement of Rights by Consumer.

A consumer may seek to enforce any right under this Act or under a consumer transaction by –

(a) filing a suit in a court with jurisdiction over the matter;
(b) attempting to resolve any dispute with a supplier either directly, or through alternative dispute resolution; or
(c) making a complaint to the Consumer Protection Council.

19. Initiating a Complaint to the Council.

(1) A person may file a complaint with the Council in the prescribed manner and form, alleging that a person has acted in a manner inconsistent with this Act.

(2) The Council may, on its own motion or on the request of a consumer protection group registered and operating in South Sudan or on the request of another regulatory Council, directly initiate a complaint against a supplier.

20. Investigation by the Council.

Upon initiating or receiving a complaint under this Act, the Council may –

(a) issue a notice stopping any proceeding with the complaint to the complainant if the complaint appears to be frivolous or vexatious, or does not allege any facts which, if true, would constitute grounds for a remedy under this Act;

(b) refer the complaint to a consumer protection association, for the purposes of assisting the parties to attempt to resolve the dispute;

(c) refer the complaint to another regulatory body with jurisdiction over the matter for investigation; or

(d) direct an officer of the Council to investigate the complaint as quickly as practicable, in any other case.

21. Procedure for Initiating, Investigating and Handling Complaints.

The Minister may, on the recommendation of the Council, by regulations, prescribe the procedure for-

(a) filing complaints to the Council by consumers;

(b) initiating complaints against suppliers by the Council; and

(c) investigations by the Council.

22. Powers of Court to Enforce Consumer Rights.

(1) In addition to any other order that it may make, a court considering a matter under this Act may –

(a) order a supplier to alter or discontinue any conduct that is inconsistent with this Act;

(b) make any order specifically requested by a consumer; or

(c) award damages against a supplier for collective injury to all or a class of consumers generally, to be paid on any terms or conditions that the Court considers just and equitable and suitable to achieve the purposes of this Act.

(2) This Act does not diminish any right of the consumer or the supplier to recover interest or special damages in any case where by law interest or special damages may be recoverable, or to recover money paid if the consideration for the payment of it has failed.

CHAPTER V

GENERAL PROVISIONS ON PROMOTION OF CONSUMER PROTECTION BY THE COUNCIL

23. Support for Consumer Protection Groups.

The Council may co-operate with, facilitate, or otherwise support any of the following activities carried out by a consumer protection group registered and operating in South Sudan –

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

24. Consultation with Other Organs.

In order to better achieve the purposes of this Act, the Council may consult with each of the 10 States of South Sudan, regulatory authorities, or consumer protection associations, with respect to the delivery of any goods or services, so as to identify any practices that are inconsistent with the purposes and principles of this Act and develop proposals for reform of any such practices or report to the Minister with recommendations for reforms and national policy.

25. Research and Public Information.

The Council shall increase knowledge of the nature and dynamics of the consumer market, and to promote public awareness of consumer protection matters, by implementing education and information measures to develop public awareness of the provisions of this Act and providing guidance to the public.

26. Relations with Other Regulatory Authorities.

The Council may –

(a) liaise with any consumer protection association, a State or other regulatory agency on matters of common interest, and may exchange information with, and receive information from any such institution or association pertaining to matters of common interest or a specific complaint or investigation;
(b) negotiate agreements with consumer protection associations, a State or other regulatory agency to co-ordinate and harmonize the exercise of jurisdiction over consumer matters within the relevant industry or sector, and to ensure the consistent application of the principles of this Act;

(c) advise, or receive advice from consumer protection associations, a State or other regulatory agency.

CHAPTER VI

MISCELLANEOUS

27. Limitation Period.

(1) Notwithstanding the provisions of the law on limitation which specifies periods for commencement of civil actions, no action shall be commenced by any person under this Act, later than one year from —

(a) the date of the occurrence of the last material event on which the action is based; or

(b) the earliest date on which the consumer had knowledge that the supplier had violated a consumer's rights under this Act.

(2) The limitation period under subsection (1) shall not apply if, on the date from which the period of limitation begins to run, the person was under a disability; in which case, the action may be brought at any time before the expiration of one year from the date when the person ceased to be under a disability or died, whichever event first occurred, notwithstanding that the period of limitation has expired.

28. No Contracting Out.

(1) The provisions of this Act shall prevail notwithstanding any agreement to the contrary and any term contained in a contract is void, if and to the extent that it is inconsistent with the provisions of this Act.

(2) Any waiver or release given of any right, benefit or protection conferred under this Act shall be void.

(3) Subsections (1) and (2) shall not apply to any release made by a person in settlement of a dispute.

29. Rights Transferred.

Where, other than in the course of business, an individual, as heir or representative of a consumer, receives goods or services, that individual has the same rights as the consumer to seek and obtain redress from the supplier under this Act.

30. Exemption from Liability for Publishers.

A person who, on behalf of a supplier, prints, publishes, distributes, broadcasts or telecasts an advertisement in good faith and in the ordinary course of his or her business shall not be liable under this Act in respect of any statement, representation or omission in that advertisement.

31. Summons Issued by Council.

(1) At any time during an investigation being conducted by the Council under this Act, the Council may issue a summons to any person who is believed to be able to furnish any information on the subject of the investigation, or to have possession or control of any book, document or other object that has a bearing on that subject –

(a) to appear before the Council or a person authorised by the Council, to be questioned at a time and place specified in the summons; or

(b) to deliver or produce to the Commission, or to an inspector or independent investigator, any book, document or other object referred to in paragraph (a) at a time and place specified in the summons.

(2) A summons under subsection (1) shall be signed by the Director, or by an employee of the Council designated by the Director General.

32. Parole Evidence Rule Abolished.

(1) Notwithstanding the relevant sections of law on evidence in South Sudan, parole or extrinsic evidence establishing the existence of an express warranty is admissible in any action relating to a consumer transaction between a consumer and a supplier even though it adds to, varies or contradicts a written contract.

(2) Subsection (1) shall not be applicable to establish the existence of any express warranty in respect of goods or services intended for business use.

33. Protection From Personal Liability.

No matter or thing done by a member of the Council or any officer, employee or agent of the Council shall, if the matter or thing is done *bone fide* in execution of the functions, powers or duties of the Council, render the member, officer, employee or agent or any person acting on his or her directions personally liable to any action, claim or demand.

34. Acts or Omissions of Employees or Agents.

An act or omission by an employee or agent of a supplier is deemed also to be an act or omission of the supplier if –

(a) the act or omission occurred in the course of the employee's employment with the supplier; or

(b) the employee or agent was exercising the powers or performing the duties on behalf of the supplier within the scope of the employee's or agent's actual or apparent authority.

35. Amendment of Schedule.

The Minister may, on the recommendation of the Council, by order published in the Gazette, amend the Schedule to this Act.

36. Regulations.

(1) The Minister may make such regulations as may be necessary or expedient for the purposes of this Act.

(2) Without limiting to the generality of subsection (1), the Minister may make regulations for all or any of the following –

(a) time periods;
(b) information required;
(c) filing fees payable under this Act;
(d) access to confidential information;
(e) manner and form of participation in South Sudan Consumer Protection Council procedures;
(f) any forms required to be used for the purposes of this Act;
(g) prescribe any incidental matter that may be considered necessary or
(h) expedient to prescribe in order to achieve the objects of this Act.

SCHEDULE

PROCEEDINGS OF THE CONSUMER PROTECTION COUNCIL

(1) The chairperson of the Council or, in his or her absence, the secretary shall convene meetings of the Council at least once in every four months, and whenever he or she receives a written request signed by at least five members.

(2) The chairperson shall preside at every meeting of the Council and in his or her absence the Director General shall act and in the absence of both an officer assigned by the Director General in accordance with section 18(6).

(3) The quorum of the Council shall be six.

(4) Subject to this Act, the Council shall regulate its own procedure.

(5) All questions before the Council shall be decided by consensus or, where this fails, by a majority of the members present.

(6) Except insofar as may be necessary for the purposes of giving effect to any decision of the Council, confidentiality shall be maintained in all proceedings conducted by the Council.

(7) The Council may act notwithstanding a vacancy in its membership and the presence or participation of a person not entitled to be present at or to participate in the proceedings of the Council shall not invalidate those proceedings.

(8) A member of the Council shall declare to the Council, the nature and extent of all conflicts of interest or potential conflicts of interest, if any, with his or her duties or interests as a member of the Council.

(9) Where the Council, is satisfied that a member of the Council is unable to carry out his or her duties properly and effectively on account of any conflict of interest or potential conflict of interest referred to in paragraph (8), the Council may direct that member to abstain from taking part in any proceedings relating to any matter affected by his or her conflict of interest or potential conflict of interest.

Assent of the President of the Republic of South Sudan

In accordance with the provision of Article 85 (1) of the Transitional Constitution of the Republic South Sudan, 2011, I, Gen. Salva Kiir Mayardit, President of the Republic of South Sudan, hereby Assent to the Consumer Protection Act, 2011 and sign it into law.

Signed under my hands in Juba, this 23rd day of the month of DEC.

in the year, 2011.

Gen. Salva Kiir Mayardit
President
Republic of South Sudan
RSS/ Juba.