



government
printing

Department:
Government Printing Works
REPUBLIC OF SOUTH AFRICA

WEBSITE CONSUMER PROTECTION RIGHTS NOTICE

Government Printing Works

Public Web

Version 1.1



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1. Applicability

Government Printing Works (GPW) is a South African security-printing specialist that deals with the printing of passports, visas, birth certificates, smart card identification documents and examination materials, as well as government stationery and publications. GPW also functions as the publisher and editor of the South African Government Gazette and uses its additional capacity to print non-security printed matter such as posters, annual reports, brochures and high volume standard forms that are used by government departments for administration purposes.

GPW provides goods and services to:

- South African Government Departments, Provincial Institutions and Local Authorities;
- Consumers;
- Non-consumers; and
- Various international natural and juristic persons and governments.

South African consumer protection rights arise largely from the Constitution of South Africa 1996, the Consumer Protection Act, 68 of 2008 (CPA) and Chapter VII of the Electronic Communications and Transactions Act, 25 of 2002 (ECT).

NOT ALL OF THE ORGANISATIONS AND PERSONS MENTIONED IN 1 ABOVE ARE CONSUMERS AFFORDED RIGHTS UNDER SOUTH AFRICAN CONSUMER PROTECTION LEGISLATION, AS SUCH, VARIOUS TERMS AND CONDITIONS ARE PROVIDED ON THE WEBSITE, EACH IS SPECIFIC TO THE APPLICABLE AUDIENCE.

THIS CONSUMER PROTECTION RIGHTS NOTICE IS A GENERAL NOTICE PROVIDED FOR INFORMATION PURPOSES ONLY. IT IS ADDRESSED TO CONSUMERS AS DEFINED IN CPA. IT MUST BE NOTED THAT CPA DOES NOT ALWAYS APPLY, SOMETIMES OTHER LAWS SOMETIMES TAKE PRECEDENCE.

2. Purpose

GPW is committed to ensuring the protection of your rights as a consumer in terms of South African law.

The purpose of this GPW Website Consumer Protection Rights Notice is to inform visitors to the Websites located at <http://www.gpw.gov.za> and <http://www.gpwnonline.co.za> about how we treat you as a consumer and to inform you about your rights.

If you feel we are not meeting our obligations to you please contact the GPW Consumer Protection Officer directly. Contact details are provided at 6 below.



3. The Consumer Protection Act, 68 of 2008

The summary of the Consumer Protection Act set out below has been reproduced from the website <http://www.thedti.gov.za> of the Department of Trade and Industry, Republic of South Africa, with minor amendments. This summary must be read with the Act and the Regulations under the Act.

The Consumer Protection Act, 68 of 2008 (CPA) has been legislated to

- Promote a fair, accessible and sustainable marketplace for consumer products and services;
- Establish national norms and standards to ensure consumer protection;
- Make provision for improved standards of consumer information and prohibit certain marketing and business practices;
- Promote responsible consumer behaviour;
- Promote a consistent legislative enforcement framework related to consumer transactions and agreements;
- Establish the National Consumer Commission; and
- Replace, in a new and simplified manner, existing provisions from five statutes.

Who may lodge consumer complaints

- An individual;
- An authorised person acting on behalf of another;
- A person acting as a member of, or in the interests of, an affected group or class; or
- A person acting in the public interest.

The Act applies to the following

- Every consumer transaction occurring in the Republic of South Africa;
- The marketing, promotion or supply of goods and services occurring within the Republic; and
- The supply of goods or rendering of services within the Republic in terms of transactions mentioned in the Consumer Protection Act.

The Act does not apply in respect of

- Goods or services promoted or supplied to the state;
- Industry-wide exemption granted to regulatory authorities;
- Credit agreements in terms of the National Credit Act, 34 of 2005;
- Service and employment agreements;
- Agreements giving effect to collective bargaining agreements; and
- Agreements giving effect to bargaining agreements in terms of the Labour Regulations Act, 66 of 1995.

Implementation date

The Act has become effective in 2 phases. The provisions establishing consumer protection bodies and those authorising the Minister of Trade and Industry to make regulations came into effect on 24 April 2010. All other provisions came into effect on 31 March 2011.

Who is a 'consumer'

Consumers are natural persons and juristic persons with an asset value or annual turnover, at the time of the transaction, under the 'threshold' determined by the Minister of Trade and Industry. The threshold is currently two million South African Rand (ZAR 2m).

Franchisees under franchise agreements are also considered to be consumers.

Consumers are persons to whom goods or services are marketed, who have entered into transactions with suppliers and who are users of goods or recipients or beneficiaries of services.

What are consumer rights

The Bill of Rights enshrines the rights of South Africans, including their consumer rights. The Consumer Protection Act details the key consumer rights which include the following:

Right to equality in the consumer market and protection against discriminatory marketing practices;

- Right to privacy;
- Right to choose;
- Right to disclosure of information;
- Right to fair and responsible marketing;
- Right to fair and honest dealing;



- Right to fair, just and reasonable terms and conditions;
- Right to fair value, good quality and safety; and
- Right to accountability by suppliers.

4. The 9 consumer rights

Consumer right number 1

Right to equality in the consumer market and protection against discriminatory marketing practices

Your right to free and unlimited access to goods and services;

- suppliers may not limit access to goods and services
- suppliers are not permitted to prioritise one consumer group over another

Your right to high-quality goods and services;

- suppliers are not permitted to vary the quality of the goods and services in a discriminatory manner
- consumers have the right to query inferior quality

Your right to fair pricing of goods and services;

- suppliers are not permitted to charge unfair prices
- consumers should be treated equally irrespective of gender, race, socio-economic status or geographic location

Your right to lodge complaints with the Equality Court in respect of alleged contraventions;

- proceedings may be instituted before an Equality Court
- complaints may be filed with the National Consumer Commission which is required to refer complaints, if they appear valid, to the Equality Court

Consumer right number 2

Right to privacy

Your right to restrict unwanted direct marketing;

- consumers have the right to protect their privacy and confidentiality in respect of unwanted or unsolicited correspondence
- consumers have the right to refuse unwanted SMSs, telephone calls, letters and spam email



Your right to discontinue receipt of direct marketing;

- consumers have the right to 'opt out' of receiving unsolicited direct marketing services by blocking the supplier or marketer
- consumers have the right to accept, restrict or refuse unwanted direct marketing
- companies and suppliers are not permitted to continue unsolicited direct marketing of goods and services in the event that consumers have opted out

Consumer right number 3

Right to choose

Your right to select the supplier of your choice;

- consumers have the right to 'shop around' for the best prices, goods and services
- consumers are not obliged to enter into additional ('bundled') agreements
- suppliers may not force consumers to enter into agreements with third parties

Your right to cancel or renew a fixed term contract;

- consumers have the right to cancel fixed-term agreements upon expiry of the contract period without penalty or charge
- consumers are obliged to provide suppliers with 20 (twenty) business day's notice of cancellation of a fixed term agreement
- suppliers must extend fixed-term agreements on a month-to-month basis if the consumer fails to request cancellation of a fixed term agreement

Your right to request pre-authorisation for repairs or maintenance services;

- consumers have the right to request written cost estimates or quotations from suppliers
- suppliers may not charge consumers for drawing up cost estimates or quotations
- consumers may refuse additional repairs or maintenance services
- consumers are not liable to pay for repairs or maintenance undertaken without prior approval
- suppliers are not permitted to charge consumers for diagnostic work or inspections required to compile cost estimates or quotations



Your right to cancel direct marketing contracts within the 'cooling-off' period;

- suppliers are required to include a 'cooling-off' period in direct marketing transactions. 'Cooling-off' periods are generally five (5) business days
- consumers have the right to cancel agreements in the 'cooling-off' period without providing reasons or incurring penalties
- suppliers are required to return payments received from consumers within fifteen (15) business days of receiving the cancellation notice

Your right to cancel advance reservations, bookings or orders;

- consumers have the right to cancel advance reservations, bookings or orders
- suppliers are entitled to request a reasonable, advance deposit for reservations, bookings or orders
- suppliers are entitled to impose a reasonable charge for the cancellation of reservations, bookings or orders

Your right to choose to examine goods even after purchase and delivery;

- suppliers have the right to charge consumers for loss or damage to property if it resulted from gross negligence, recklessness or deliberate action
- consumers have the right to refuse previously 'opened' goods and goods that have been on 'display'
- consumers may reject goods that do not correspond with the pre-approved samples
- suppliers must provide consumers with a reasonable opportunity to examine goods purchased or delivered

Your right to return goods and seek redress for unsatisfactory service;

- consumers have the right to return unsafe or defective goods within a reasonable period and request a full refund
- consumers have the right to return goods that were not pre-examined prior to delivery

Your right to retain and not pay for unsolicited goods and services;

- consumers have the right to return unsolicited goods and services at risk and cost to the supplier
- consumers are entitled to retain unsolicited goods or services after twenty business days



Consumer right number 4

Right to disclosure of information

Your right to sales records;

consumers have the right to demand invoices and receipts

suppliers are required to include the following on invoices and receipts;

- supplier's full contact information, addresses, business names and VAT registration numbers
- name and description of goods
- date of transaction
- unit price of goods purchased
- quantity of goods purchased
- total price of the transaction, including applicable taxes

Your right to disclosure by intermediaries;

- intermediaries such as brokers, sales representatives and estate agents are required to disclose their relationships, associations or affiliations with the entities or persons they represent

Your right to identification of deliverers, installers and others;

- deliverers, installers and others are required to display name badges or similar identification to the satisfaction of consumers when delivering or installing goods and products
- consumers have the right to demand identification from deliverers, installers and others prior to allowing the delivery and installation of goods

Consumer right number 5

Right to fair and responsible marketing

Your right to protection against 'bait' marketing;

- suppliers are not permitted to mislead consumers in respect of the pricing, nature, properties, advantages, uses and availability of goods and services advertised
- suppliers are obliged to include limitations in respect of the availability of goods or services when advertising



Your right to protection against 'negative option' marketing;

- suppliers are not permitted to market and promote goods or services and automatically enter consumers into agreements for the supply of goods and services

Your right to protection against direct marketing;

- suppliers or service providers that directly market and promote goods or services to consumers must inform them of their right to cancel the agreement within the 'cooling-off' period under CPA of five (5) business days
- suppliers or service providers which directly market unsolicited goods and services to consumers are not permitted, subject to certain conditions, to solicit payment for these items

The right to protection in 'catalogue' marketing;

suppliers are required to disclose the following;

- supplier name, registration and licence number
- address and contact details
- sales records
- currency for sales
- delivery arrangements
- cancellation, return, exchange or refund policy
- instructions on lodging a complaint

Your right to protection in terms of trade coupons and similar promotions;

persons are not permitted to make promotional offers with the intention of not fulfilling them or fulfilling them in a manner other than offered

persons making promotional offers are required to;

- specify the nature of the prize, reward, gift, free goods or services, price reduction, enhancement of quality, discount or free item
- specify the goods or services to which the offer relates
- specify the steps required by consumers to accept the offer or receive the benefits
- specify the particulars of a person from whom, a place where and a date and time on which the consumer may receive the benefits



- ensure that the supply of the benefit is sufficient to accommodate reasonably anticipated demand resulting from the offer
- not limit or restrict capacity to supply such goods or services in response to acceptance of the offer
- not require the consumer to accept inferior quality of such goods or services
- not impose a monetary charge for the administration, processing or handling of a transaction when the consumer tenders a trade coupon for membership fees

Your right to protection in customer 'loyalty programmes';

persons must not offer participation in a 'loyalty programme' or 'loyalty credit award' with the intention of not providing it or providing it in a manner other than as offered

a document setting out an offer must clearly state the following;

- the nature of the programme, credit or award being offered
- the goods or services to which the offer relates
- the procedures to be followed for participation
- the contact details of where consumers may gain access to the 'loyalty programme' or 'loyalty credit award'

Consumer right number 6

Right to fair and honest dealing

Your right to protection against 'unconscionable' (unethical or improper) conduct;

suppliers are not permitted to use physical force, coercion, undue influence, pressure, duress, harassment, unfair tactics or other similar conduct against consumers when undertaking the following;

- marketing goods or services
- supplying goods or services
- negotiating, concluding, executing or enforcing agreements to supply goods or services
- demanding or collecting payment
- recovering goods or terminating services



suppliers are not permitted to take advantage of consumers who are unable to protect their interests due to mental or physical disability, poor literacy, ignorance or inability to understand the language of an agreement

Your right to protection against false, misleading or deceptive representations;

- suppliers are not permitted to provide consumers with false, misleading or deceptive representations regarding goods or services
- suppliers are not permitted to use exaggeration, innuendo or ambiguity when referring to goods or services

Your right to protection against fraudulent schemes and offers;

- persons are not permitted to initiate, sponsor, promote or knowingly participate in communications or activities with the intent to defraud others
- persons are not permitted to produce counterfeit currency or purport to increase the sum of money through scientific means or otherwise
- persons are not permitted to engage in fraudulent or lawless financial transactions

Your right to protection against 'pyramid' and related schemes;

persons are not permitted to promote, join, enter into or participate in the following schemes;

- multiplication schemes
- pyramid schemes
- chain letter schemes
- other fraudulent schemes or scams

Your right to assume that suppliers are entitled to sell goods;

- consumers have the right to assume that suppliers have the legal right to supply goods and products
- consumers have the right to assume that lessors have the legal right to lease goods or products

Procedure for sale by auction;

- when auctioning goods or products in lots suppliers are required to auction lots separately
- auctioneers are required to close auctions by visibly or audibly announcing their completion
- auctioneers should give notice that a sale by auction is subject to reserve or upset price



Your right to changes, deferrals, waivers and substitution of goods;

- deferrals, waivers and substitutions to original agreements must be treated as changes to existing agreements
- consumers have the right to substitute goods or products
- suppliers are required to provide consumers with amended sales agreements or records describing the substituted goods

Your right to protection against over-selling and over-booking;

suppliers are not permitted to accept payment or other consideration for goods or services if;

- they had no intention of supplying those goods or providing the services
- the intention was to supply goods that are materially different from the goods or services for which payment is accepted
- suppliers are required to supply the goods and services on the dates and times agreed to
- consumers have the right to demand refunds for the full amount paid as well as interest at prescribed rates

Consumer right number 7

Right to fair, just and reasonable terms and conditions

Your right to protection against unfair, unreasonable and unjust contract terms;

- suppliers are not permitted to market, supply or enter into an agreement to supply goods and services at prices or terms that are unfair, unreasonable or unjust
- suppliers are not permitted to require consumers to waive any right, assume any obligation or waive the liability of the supplier on terms that are unfair and unreasonable or unjust

Your right to notice in respect of certain terms and conditions;

- suppliers are required to provide consumers with prior written notice of clauses in agreements that may constitute potential risk or liability for consumers
- suppliers must specifically draw the attention of consumers to the fact and the nature of the potential risk. Consumers must accept responsibility



Your right to obtain free copies of agreements and contracts;

- consumers are entitled to obtain free copies or free electronic access to copies of agreements irrespective of whether consumers have entered into such agreements or not
- a free copy should include an itemised breakdown of financial obligations under such agreements
- suppliers are required to keep records of transactions entered into over the telephone or other 'recordable' forms if the agreement is not in writing

Your right to refuse prohibited transactions, agreements and terms and conditions;

suppliers are not permitted to make an agreement subject to terms and conditions that are;

- contrary to this Act (CPA)
- mislead or deceive consumers
- subject consumers to fraudulent conduct
- directly or indirectly deprive consumers of rights in terms of this Act
- avoid supplier obligations and duties in terms of this Act
- limit or exempt suppliers from liability for loss directly or indirectly attributable to the gross negligence of suppliers
- constitute an assumption of risk or liability by the consumer for loss
- impose an obligation on consumers to pay for damage or require consumers to enter into supplementary agreements
- falsely express an acknowledgement by the consumer that before the agreement was entered into no representations or warranties were made by the supplier
- require consumers to forfeit money to the supplier

Your right to approach a court to ensure fair and just conduct, terms and conditions;

- if consumers are not satisfied with the outcome of the National Consumer Tribunal's investigation into alleged unconscionable, unjust or unfair conduct they may approach a court for relief



Consumer right number 8

Right to fair value, good quality and safety

Your right to demand quality service;

Consumers are entitled to the following;

- timely performance and completion of services
- timely notice of unavoidable delays in performance
- high-quality services
- delivery and installation of goods that are free from defects and of a generally accepted quality

Suppliers are required to remedy defects in the quality of services performed and goods supplied or to refund the consumer a reasonable portion of the price paid

Your right to safe, good quality goods;

- Consumers are entitled to receive goods or services that comply with applicable standards, are of good quality, in good working order and free from defects

Your right to implied warranty of quality;

- it is an implied provision that the producer, importer, distributor and retailer of goods warrant that the goods comply with the requirements and standards of safety, quality and durability
- consumers are permitted to return goods to suppliers without penalty and at the supplier's risk and expense within six (6) months of delivery if the goods are of inferior quality, unsafe or defective
- suppliers are obliged to refund, repair or replace the failed, unsafe and defective goods
- suppliers are obliged to replace goods or refund the consumer the price paid for the goods within a period of three (3) months of repairs undertaken if the repaired goods are found to be defective, have failed or are considered unsafe

Your right to a warranty on repaired goods;

- suppliers are obliged to warrant, for a period of three months after the date of installation, every new and reconditioned part installed during repair or maintenance work and the labour required to install it. (Warranties are null and void if consumers are found to be misusing and abusing goods or property while under warranty)



Your right to receive warnings on the fact and the nature of risk;

- suppliers are obliged to make consumers aware of risk of an unusual character or nature
- suppliers are obliged to bring to the consumer's attention the specific hazards of unsafe goods and, thereafter, provide the consumer with adequate instructions for the safe handling and use of those goods

Your right to recovery and safe disposal of designated product components;

- suppliers are responsible for disposing of waste deemed unsuitable for disposal in common waste systems

Your right to have products monitored for safety or recalled;

- industry codes will make provision for the return or recall of hazardous, unsafe or defective goods

Your right to claim damages for injuries caused by unsafe or defective goods;

Producers, importers, distributors and retailers are liable for harm caused, wholly or in part, as a consequence of the following;

- supplying unsafe goods
- hazardous goods, a failure of or defect in goods
- inadequate instructions or warnings provided to the consumer pertaining to the hazard arising from or associated with the use of the goods

Consumer right number 9

Right to accountability by suppliers

Your right to protection in 'lay-bye' agreements;

- consumers are entitled to the following in 'lay-bye' agreements;
- equivalent or superior products if the supplier fails to deliver the original products
- a full refund of money paid, inclusive of interest
- to have their deposits kept in an interest-bearing account

Your right to protection with regard to pre-paid certificates, credits, vouchers and access to pre-paid services and service facilities;



suppliers in possession of pre-paid certificates, credits, vouchers, membership fees or other money belonging to consumers must do the following;

- not treat such property as their own
- exercise due diligence, care and skill
- assume liability for losses suffered by consumers

5. About Complaints and Where to complain

The Consumer Protection Act aims to promote consumer activism by making provision for the accreditation of consumer groups tasked with lodging complaints on behalf of consumers as well as making available support for activities such as consumer advice, education, publications, research and alternative dispute resolution through mediation or conciliation.

The Act gives rise to the establishment of the National Consumer Commission, a body assigned to investigate consumer complaints.

Complaints can also be lodged with the National Consumer Tribunal which was created by the National Credit Act and is responsible for the adjudication of violations and transgressions of the National Credit Act and the Consumer Protection Act.

Department of Trade and Industry (DTI) – Complaints	
Consumer helpline via the DTI Customer Contact Centre	0861 843 384
The DTI Office of Consumer Protection (OCP)	+27(0)12 3941436 / 1558 / 1076
The DTI email address	contactus@thedti.gov.za
The DTI website address	http://www.thedti.gov.za

National Consumer Tribunal (NCT) – Complaints	
The NCT phone number	+27(0)12 663 5615
The NCT email address	Registry@thenct.org.za
The NCT website	http://www.thenct.org.za



National Consumer Commission (NCC) - Complaints	
The NCC phone number	0860 266 786
The NCC fax number	0861 515 259

6. GPW Consumer Protection Officer

GPW has appointed a dedicated Consumer Protection Officer who is responsible for the processing of complaints made directly to GPW or in connection with a formal complaint as in 5 above.

In the event of a complaint, we encourage you to contact us directly. Our policy is to promote the resolution of consumer protection complaints as the quickest and most satisfactory way of resolving complaints. Details are provided in the table below on how to contact the GPW Consumer Protection Officer.

GPW Consumer Protection Officer(s)	
Name	Office of the CEO
Phone Number	+27(0)12 334 4500
Facsimile Number	+27(0)12 323 0009
Email Address	webmaster@gpwonline.co.za webmaster@gpw.gov.za

7. GPW Information and How to Contact Us

Details	
Name	Government Printing Works (GPW)
Legal form of entity:	In accordance with Schedule 3 of the Public Service Act – Section 7(5)(c), the Government Printing Works is classified as a government component
Organisational registration number	Not Applicable
VAT registration number	4220102869
Chief executive officer	Prof AD Mbewu



Details	
Registered office	149 Bosman Street Pretoria 0002
Physical address	149 Bosman Street Pretoria 0002
Postal address	Private Bag X 85 Pretoria 0001
Phone number	+27(0)12 334 4500
Facsimile number	+27(0)12 323 0009
Email address	webmaster@gpw.gov.za webmaster@gpwnonline.co.za
Auditors	The Auditor-General of South Africa
Bankers	ABSA Reserve Bank
Accounting officer	Prof AD Mbewu