



# The Consumer Protection Act 68 of 2008

Providing you with the essential information and tools you need to ensure that your business complies with the CPA

For the full details about this workshop and for online bookings go to [www.ees.co.za](http://www.ees.co.za)



## Introduction

This two-day seminar will provide you with the essential information and tools you will need to ensure that your business complies with the CPA.

The Consumer Protection Act 68 of 2008 (the CPA) was signed into law in April 2009 and will come into full effect in October 2010. The CPA governs the sale and provision of all goods and services in South Africa and has implications for how goods are manufactured, marketed and the terms on which goods and services are supplied. The CPA will affect all businesses in South Africa in some way or another.

## Aims of the course

**After the two-day seminar, delegates will:**

- ◆ Understand the need for consumer protection and why it could benefit their businesses and the economy.
- ◆ Have a thorough understanding of the provisions of the CPA relating to the provision of goods and services and the terms on which those goods are supplied.
- ◆ Be able to gauge whether and how the CPA will apply to their businesses.
- ◆ Be able to identify areas of increased or additional liability for their businesses.
- ◆ Know how to bring and defend claims brought in terms of the CPA.
- ◆ Understand the enforcement structures contemplated in the CPA.
- ◆ Be aware of the challenges for the proper implementation of the CPA faced by consumers, the courts and businesses.

## About your expert presenter

**Elizabeth de Stadler** is an admitted Attorney of the High Court of South Africa. She practiced as attorney with Webber Wentzel, a leading commercial law firm. In 2009 she joined the Law Faculty of the University of Cape Town as Teaching and Research Assistant and is currently completing her postgraduate studies in consumer law. Elizabeth specialises in commercial and contract law, commercial litigation, risk management and regulatory compliance, with specific emphasis on consumer related matters.

**DAY 1****Introduction: What is the Consumer Protection Act?**

- Why do we need consumer protection legislation and why is it good for the economy?
- How does the rest of the world address consumer protection and why is this relevant for RSA?
- What are the mechanisms used to protect consumers?
- What are consumer rights?
- Does the CPA apply to your business and does it apply to all aspects of your business?
- Where does the CPA fit within the existing legal framework?
- Does the CPA impose any new obligations on businesses?

**Enforcement: Does the CPA have any teeth?**

- Who will be responsible for the enforcement of the CPA?
- Who can bring a claim under the CPA?
- Where will consumers bring their claims?
- Can these claims be defended and how?
- What are the possible sanctions a business may be faced with as a result of non-compliance?
- How will the CPA interact with existing consumer protection regulations in various industries?

**The pre-contractual phase: How do we communicate with consumers?****Marketing**

- How will the CPA interact with existing regulations regarding marketing?
- Which forms of marketing are prohibited in terms of the CPA?
- Are there any new regulations which should be taken into account when devising marketing strategies?
- How does the CPA effect activities such as promotional competitions and loyalty programmes?

**Consumer protection and the right to privacy**

- How does the CPA protect the privacy of consumers?
- How will the CPA interact with the new Protection of Private Information Bill?

**The right to information and disclosure**

- How does the CPA affect the way in which we communicate with consumers?
- What does plain language mean?
- Which information must be disclosed to consumers?
- How does the CPA affect the way in which goods and prices are packaged and displayed?

**Fair and honest dealing**

- How far is too far when trying to persuade a consumer to enter into a transaction? Has the CPA changed the law?
- How does the CPA influence the representations which may be made to consumers regarding products?
- Could suppliers be faced with additional liability based on the representations which they make?
- What is over-selling and over-booking? When will this still be acceptable?

**DAY 2****Concluding a contract**

- Must contracts be in writing?
- When must the content of a contract be specifically explained to a consumer?
- How must standard terms and conditions be communicated to a consumer?
- Can businesses still limit their liability for losses suffered by the consumer?
- Are 'voetstoots' clauses still allowed?
- Are fixed term agreements still allowed?
- Can consumers 'opt out' of the protection of the CPA?
- What other terms and conditions are problematic?
- What happens if an unreasonable term is included in a contract? What are the consumer's remedies?

**Performance of contracts**

- How does the CPA affect the way in which goods are delivered?
- Does the consumer have a right to inspect goods before delivery?
- When can a consumer return goods and at whose cost?
- Who bears the risk of damage or destruction of the goods before they are delivered?
- How does the CPA affect payment methods such as lay-by's, prepaid vouchers etc? How does the CPA affect goods which were delivered on credit?
- Are there any other duties imposed on suppliers which have not been imposed up until now?

**Regulation of the quality of goods and services**

- What does 'quality' mean? What level of quality can a consumer expect when entering into a contract for goods or services?
- When will goods be considered defective or unsafe?
- When will service provision be considered sub-standard?
- What remedies will a consumer have if sub-standard goods are provided?
- Does the CPA force suppliers to give an additional warranty to consumers?
- Can suppliers still have their own warranties? When will a consumer be entitled to insist on a refund or on the repair of the goods?
- What remedies do consumers have when goods are sub-standard, defective or unsafe?
- What steps must be taken to warn consumers of potentially unsafe goods?
- What can a consumer claim in respect of damage caused by defective goods and who can a consumer claim it from?
- Does the CPA impose strict (no fault) liability for damage caused by goods which are sub-standard or defective?
- What defences are available to suppliers when faced with a damages claim?

**Concluding remarks**



Name of workshop/seminar: \_\_\_\_\_

Date of workshop/seminar: \_\_\_\_\_

Fees per delegate: \_\_\_\_\_

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**PAYMENT (PLEASE NOTE THAT FEES ARE PAYABLE PRIOR TO THE START OF THE WORKSHOP):**

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## TERMS AND CONDITIONS

1. **Cancellations:** Should you be unable to attend, we will accept your written cancellation by no later than 7 working days prior to the start of the workshop, in which event a cancellation fee of 25% will be charged. Thereafter, we regret we are unable to refund any fees, although in such cases we would be happy to welcome a colleague who would substitute your attendance or keep the credit for a following workshop with the same monetary value. Please note that the cancellation fee of 25% will still apply in such event. All cancellations must be confirmed in writing. 'No shows' on the dates of the workshop are still liable for the full payment. This clause also applies where we have received your registration form, invoiced you and awaiting your payment.

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