

**The Fair Trading Commission
Seychelles**



**Memorandum of Understanding on the Promotion of Consumer
Protection in Seychelles
Between
Fair Trading Commission
and
National Consumers Forum**

1. This Memorandum of Understanding between National Consumer Forum hereinafter referred as NATCOF and the Fair Trading Commission hereinafter referred to as FTC (both are referred to collectively as the "Parties"), is done with the aim of promoting cooperation in the enforcement of consumer protection, aiming to create favourable conditions for the development of mutual relations, based on the principles of equality and mutual benefit.
 - 1.1 This memorandum of understanding provides a framework for communication, cooperation and coordination between FTC and NATCOF, so that they can, both collectively and within each of their own jurisdictions, most effectively protect and empower consumers and promote fair trading In Seychelles.
 - 1.2 Both Parties each recognise that communication, cooperation and coordination are desirable and necessary to:
 - a. Discharge their respective functions
 - b. Maximise the effective and consistent implementation of the Consumer Protection Act 2010 (CPA) and other consumer related laws
 - c. Promote efficient and streamlined use of resources for the benefit of consumers

- 1.3 Both parties each recognise the need for ongoing communication, cooperation and coordination in the promotion of consumer education, consumer sensitisation, and enforcement of existing consumer legislations in order to protect consumers from unfair trade practices.
- 1.4 This MOU sits alongside the general principles that both parties use when working with partners, to promote compliance with the Consumer Protection Laws from Unfair Trading Practices.
- 1.5 This MOU is based on the principle that FTC primarily deals with both the promotion and the enforcement of consumer protection law in a fair and transparent manner, whilst NATCOF commits primarily to defend the interest of consumers by upholding their rights and promote an environment of responsible consumerism.
- 1.6 The terms of any domestic or international agreements that the Parties have entered into will not be changed by this MOU.
- 1.7 Cooperation between the Parties under this MOU is subject to the Laws of Seychelles.
- 1.8 This MOU is a statement of intent that does not give rise to legally binding obligations on either NATCOF or FTC.

2. ROLES AND RESPONSIBILITIES OF THE PARTIES

Roles and responsibilities of FTC

- 2.1 FTC is responsible for administering, and enforcing consumer protection and competition laws. It does this by promoting compliance with and enforcing the provisions of the Consumer Protection Act and the Fair Competition Act.
- 2.2 The role of FTC under the Fair Trading Commission Act 2009 is to facilitate and encourage compliance with the laws it enforces by:
 - Reviewing commercial activities
 - Receiving and evaluating consumer complaints

- Educating and assisting consumers in resolving complaints
- Investigating whether businesses are engaged in restrictive practices
- Monitoring and determining the standard of services applicable to providers

Roles and responsibilities of NATCOF

2.3 NATCOF has a far reaching role on the Consumer community. In accordance with the Constitution of NATCOF and its rules of operations it protects and promotes the interest of consumers by:

- Advising and educating consumers on their rights and responsibilities;
- Educating the consumers on changes in legislations and policy;
- Lobbying the authority to effect policy and legislative changes to ensure the effectiveness of consumer protection;
- Uphold the rights of its members towards: the right to basic needs; the rights to safety: the right to be informed; the right to choice; the right to be heard; the right to redress; the right to healthy environment; the right to consumer education;
- Wherever possible assisting consumers to resolve disputes with traders and service providers;
- Investigating complaints about unfair trading practices.

3. MATTER OF MUTUAL INTERESTS

3.1 Both parties recognise the individual roles of each other both as complementary and distinctive in nature and thus, this MOU only handles matters of mutual interests. Thus, the two parties agree to communicate, cooperate and coordinate with one another through the following elements of understanding:

- Communication, Cooperation and coordination
- Complaint handling
- Information sharing and confidentiality
- Awareness & Advocacy activities

3.2 Communication, Cooperation and Coordination

- a. Monitor compliance in the trade and consumer market
- b. Enforce the consumer laws through the exchange of information and intelligence;
- c. Manage consumer complaints
- d. Inform the general public and educate consumers and business about the consumers laws; and
- e. Report and review compliance and enforcement of the law

3.3 Both Parties also agree that they will:

- a. Explore opportunities to communicate, cooperate and coordinate efforts activities within the framework of this MOU;
- b. Inform one another regularly of the general compliance and enforcement activities and priorities;
- c. Consult one another in relation to judgements, law reform, policy issues and other matters of mutual interest;
- d. Consult and collaborate with one another to develop publications, awareness materials and liaise with stakeholders on consumer protection matters of mutual interest; and
- e. Consider and implement any appropriate opportunities for collaboration between both Parties in training and staff development

3.4 Complaint Handling

- a. Both Parties agree that they will collaborate to promote consistency in complaint management practices and principles to achieve effective outcomes for consumers.
- b. Both Parties recognise that in some cases it may be appropriate for a party to refer a consumer complaint or inquiry to another party.

- c. When a party considers that a consumer complaint or inquiry is appropriate for referral to the party, the parties agree that the referring party will, while having regard to all the circumstance of the particular complaint or inquiry:
 - i) Initiate the referral for consideration by the receiving Party as soon as practicable; and
 - ii) Provide the receiving Party with any information and documentation held by the referring Party that will assist the efficient management of the complaint or inquiry subject to any legal restrictions on the disclosure of information.

4. INFORMATION SHARING AND CONFIDENTIALITY

- 4.1 Both Parties agree to collaborate to ensure that, as far as possible, procedures exists to support the effective sharing of complaint and investigation information. This may include establishing frameworks for
 - (a) Providing information to a requesting Party at that Party's request;
 - (b) Promoting policy development, where appropriate, to enable information sharing between the Parties to occur more freely.

5. COMPLIANCE STRATEGIES

- 5.1 Both Parties agree to cooperatively develop strategies to address actual or prospective consumer harm, particularly in circumstances where that harm affects, or is likely to affect, consumers across a community or the entire Seychelles population. These strategies may involve, but not be limited to:
 - (a) Education campaigns
 - (b) Targeted and general guidance for consumers and businesses; and
 - (c) Liaisons and consultation involving both Parties with consumers and business representatives

- 5.2 In developing education and guidance materials both Parties will, to the extent possible, develop consistent materials.
- 5.3 Where appropriate, a Party will consider inviting the staff of another Party to participate in compliance visits or other outreach activities.

6. ENFORCEMENT ACTIVITIES

- 6.1 Where both Parties consider that consumer harm throughout a community or Seychelles is imminent, and may be most effectively addressed by way of mutual investigation, litigation or other enforcement action, both Parties may agree to establish an arrangement, independently of this MOU within the limits of their respective jurisdictions.
- 6.2 The cooperative working arrangement is subject to any confidentially obligations and contingent on the circumstances of the matter concerned, and subject to agreement between both Parties on a case by case basis.

7. ADMINISTRATIVE ARRANGEMENTS

This MOU shall take place on and from the date that it is signed by both Parties.

Review and amendment of this MOU

- 7.1 Both Parties will review the operations of this MOU every two (2) years at a date considered appropriate by both Parties with a view to improving its operation and resolving any issues that may arise.
- 7.2 The MOU may be amended at any time in writing by agreement of all Parties.

Dispute resolution

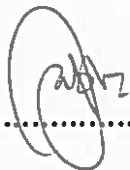
- 7.3 Any Party may give notice to the other of a dispute concerning the operation of this MOU.
- 7.4 Where there is a conflict or disagreement between the two Parties over any issue relating to covered by this MOU, the Parties will attempt to resolve the issue by negotiation.

8. TERMINATION OF THE MOU

- 8.1 The Memorandum of Understanding may be terminated by either Party through a written notification of that Party's intention to terminate the Memorandum of Understanding. Such a notification shall be given 2 months prior to the effective date of termination.
- 8.2 Termination of the present Memorandum of Understanding will not affect any programmes and projects started on the basis of it.

This Memorandum of Understanding between FTC and NATCOF is signed

on February 15th 2013



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Mr. Daniel Gappy
Chief Executive Officer
Fair Trading Commission



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Mrs. Raymonde Course
Chairperson
National Consumers Forum