



**The Fair Trading Commission
Seychelles**



**Public Health Authority
Seychelles**

**Memorandum of Understanding on the Promotion of Consumer
Protection in Seychelles
Between
Fair Trading Commission
and
Public Health Authority**

1. This Memorandum of Understanding between the **Public Health Authority** hereinafter referred to as **PHA** 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 the **PHA**, 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 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), Food Act, Public Health Act and other consumer protection 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 protection related legislations in order to protect consumers and public health 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 related 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 the **PHA** commits primarily to defend public health by upholding their rights and promoting an environment of responsible and safe 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 the **PHA** 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 and responsibilities of **FTC** under the Fair Trading Commission Act 2009 is to facilitate and encourage compliance with the Consumer Protection Act 2010 and the Fair Competition Act 2009 by:

- a) Reviewing commercial activities to ensure that practices that may adversely or unfairly affect the interests of consumers and businesses are prevented or terminated
- b) Receiving and evaluating consumer complaints by providing an accessible, efficient harmonised and effective system of redress for consumers
- c) Educating and assisting consumers in resolving complaints
- d) Investigating whether businesses are engaged in restrictive business practices
- e) Monitoring the standards of services supplied by service providers to ensure compliance
- f) Determining the standard of services applicable to service providers
- g) Promoting consumer confidence, empowerment and development of a culture of consumer responsibility through education and advocacy

Roles and responsibilities of PHA.

2.3 The role of **PHA** is to regulate public and private health sector and health related services in Seychelles. Its functions are to:

- a. To ensure that the provision of health care services both in the public and the private sector meet standards set out in the various pieces of legislation
- b. Register all premises and practices delivering health care and health care related activities.
- c. Act as main inspectorate for all health care facilities for regulatory purposes.
- d. To ensure that medicines imported from the country are of acceptable quality and meet set and known standards;
- e. To provide inspectorate and regulatory services for all facilities that provide services to the public such as food outlets, water supplies and

4. INFORMATION SHARING AND CONFIDENTIALITY

4.1 Both Parties agree to collaborate to ensure that, as far as possible, procedures exist 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. AWARENESS AND ADVOCACY ACTIVITIES

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 the **PHA** is signed

on 9th April 2015



Mr. Georges Tirant
Chief Executive Officer
Fair Trading Commission



Dr. Jude Gedeon
Public Health Commissioner
Public Health Authority

