

REPUBLIQUE DU CAMEROUN

Paix – Travail – Patrie

REPUBLIC OF CAMEROON

Peace – Work – Fatherland

**LAW N° 2011/012 OF 06 MAY 2011
FRAMEWORK ON CONSUMER PROTECTION IN CAMEROON**

The National Assembly deliberated and adopted,
The President of the Republic hereby enacts the law set out below :

**CHAPTER I
GENERAL PROVISIONS**

SECTION 1. - (1) This law lays down the general framework of consumer protection.

(2) It shall apply to all transactions relating to the supply, distribution, sale and exchange of technology, goods and services relating to consumer protection.

(3) The transactions referred to in Subsection (2) above shall concern notably the health, pharmacy, food, water, housing, educating, financial services, banking, transport, energy, and communication sectors.

SECTION 2.- The following definitions shall apply under this law and its implementation instruments:

- consumer: any person who uses products to meet his own needs and those of his dependents rather than to resell, process or use them within the context of his profession, or any person enjoying the services provided;

- **restrictive business practice:** any business practice that requires the consumer to buy, lease or purchase any technology, good or service as a condition or precondition to buy, rent or obtain any other technology, good or service;

- **unfair business practice:** any business practice that, within the framework of the promotion of the sale, use or supply of a good, service or technology, adopts a method, including an oral or written declaration or a visual representation that compromises fairness in a transaction;

- **abusive clause:** any clause that is or that seems to be imposed on the consumer by a supplier or service provider having a better economic situation compared to the consumer, giving the first an unfair, unreasonable or excessive advantage over the latter;

- **consumer contract:** a contract, excluding the lease or employment contract, concluded between a consumer and a supplier of a good or service provider for the sale or supply of a good, technology or service.

CHAPTER II
CONSUMER PROTECTION PRINCIPLES

SECTION 3: The national consumer protection policy shall be based on treaties, laws and regulations in force, in particular the following principles:

- a) the principle of protection according to which consumers have the right to the preservation of life, health, safety and environment in the consumption of technology, goods or services;
- b) the principle of satisfaction according to which consumers have the right to satisfy their basic or essential needs in the health, food, water, housing, education, energy, transport, communication and any other domains mentioned under this law;
- c) the principle of information according to which consumers have the right to access to information to enable them to make an informed choice during any transaction concerning the supply of technology, goods and services;
- d) the principle of equity according to which consumers have the right to fair, non-discriminatory treatment by suppliers of technology, goods and services;
- e) the principle of redress according to which consumers have the right to full compensation for the wrongs or losses suffered which, according to this law or other regulations, shall be attributable to suppliers or providers.
- f) the principle of participation according to which consumers have the right and freedom to form voluntary autonomous and independent consumer associations or organizations to promote and protect or participate in the promotion and protection of the rights provided for under this law

CHAPTER III
PROTECTION OF CONSUMERS' ECONOMIC AND TECHNOLOGICAL INTERESTS

SECTION 4.- Unfair, restrictive or anticompetitive business practices, as well as abusive terms in consumer contracts shall be regulated and monitored and, as much as possible, prohibited in all contracts and transactions governed by this law. '

SECTION 5.- (1) Contractual clauses that:

- exempt, exclude, reduce or limit the liability of suppliers or service providers for defects, deficiencies or shortages of any kind in technology, the good supplied or service rendered;
- imply the loss of rights and freedoms guaranteed consumers or limit the exercise thereof;
- create unjust, unreasonable, unfair or repressive contractual terms or conditions, or that transfer liability for defects, deficiencies or shortages not immediately obvious to the consumer;
- impose a unilateral arbitration clause; shall be void.

(2) A competent court may automatically declare the contractual terms referred to in

Subsection (1) above void.

SECTION 6.- (1) Standard agreements or adhesion contracts must be drafted in English and French in characters that are visible and legible at first glance by anyone with normal vision. They must be regulated and controlled to provide legal protection to the consumer.

(2) The agreement or contracts referred to in subsection (1) above should also contain terms that are clear and easy for the public to understand, without making reference to other contracts, rules, practices, instruments and documents unknown to the public or not pub at its disposal before or during the execution of such contracts.

(3) Parties to an agreement or contract shall each be given and shall keep a copy of the instruments or documents containing or providing evidence for the transaction.

SECTION 7.- The consumer shall have the right to withdraw, within a period not exceeding 14 (fourteen) days with effect from the date of signature or execution of a contract, from receiving a technology, good or service when the contract is concluded, irrespective of the venue, on the initiative of the supplier, vendor or his employees, agents or servants.

SECTION 8.- (1) Restrictive and unfair trade practices that may impinge on consumers' rights, notably accords, mergers, abuse of dominant position, market sharing, false, deceptive or abusive advertising, shall be strictly prohibited.

(2) Business practices that limit or may limit a competitor's access to the market shall be prohibited.

SECTION 9.- Concerning the granting of loans to consumers for the supply of technology, goods and services, the supplier or service provider must inform the consumer in writing about the cash price, interest amount, annual interest rate, interest rate on arrears, number of instalments, frequency and periodicity of such instalments and total amount payable.

SECTION 10.- (1) The vendor, supplier or provider of a technology should provide or deliver to the consumer a product, technology, good or service that meets the minimum requirements of sustainability, utilization and reliability and guarantees his legitimate satisfaction.

(2) The technology, good or service provided or delivered must be accompanied by a manual, receipt or any other document containing, inter alia, information on technical features, mode of operation, utilization and warranty.

(3) An after-sales service must be provided to consumers for transactions relating to durables.

SECTION 11: Where defective, used, reconditioned or repaired goods are sold to consumers, mention must be expressly, clearly and distinctly made thereof on invoices, receipts, vouchers or accounting documents.

SECTION 12.- (1) The sale or purchase of a technology, good or service that is conditional on the purchase by the same consumer of another technology, good or service shall be prohibited and punishable.

(2) The consumer should not be deprived of the opportunity to acquire a technology, good or service, except where a specific instrument bars him from doing so.

SECTION 13.- Each technology, good or service supplier or provider must provide the consumer with correct, adequate, clear and legible information, in English and French, concerning the goods and services offered to enable him make appropriate and rational choices before concluding a contract.

SECTION 14.- Any advertising intended for consumers must comply with laws and regulations governing the display of prices and conditions of sale.

CHAPTER IV **PHYSICAL SAFETY AND ENVIRONMENTAL PROTECTION**

SECTION 15.- The competent authorities and consumer groups should establish and strengthen appropriate institutional frameworks to ensure that activities relating to the management, collection and disposal of hazardous or toxic waste, water management and wastewater treatment comply with the laws and regulations in force governing environmental protection.

SECTION 16.- (1) Any locally produced or imported technology or good must be inspected, tested and measured by the relevant authorities to ensure that it is safe for consumption and complies with national and international environmental, health and safety standards.

(2) The sale of a technology or good that has not initially complied with national environmental, health and safety standards shall be prohibited.

(3) Any technology or product that constitutes a potential hazard should, upon ascertaining that state, be immediately withdrawn from the market and returned for testing at the supplier's or vendor's expense, without prejudice to other penalties provided for by the laws and regulations in force.

SECTION 17: Standards for food, pharmaceutical products and drugs shall be compulsory and comply with those laid down by relevant international organizations and cover chemical and biological safety.

SECTION 18 (1) Any consumer good or service posing a risk to human and animal health and the environment must include a user manual in English and French, comprising readily visible warnings to allow normal use under maximum security conditions.

(2) The producer or supplier of a technology, good or service supplied or sold to a consumer shall be liable for damage caused by such technology, good or service, where it is established that the consumer was not adequately informed about the risk posed by the technology, good or service.

SECTION 19.- (1) The sale of unpackaged foods, with the exception of raw products, shall be prohibited.

(2) The packaging of any product sold must comply with the standard on the labelling of pre-packaged foods in Cameroon.

SECTION 20.- The granting of patents, trademarks, copyrights, brands, licenses, permits or any other document issued by the competent authorities to producers or suppliers of goods, technology or services shall not exempt beneficiaries thereof from liability for harm effectively caused to customers attributable to them or others in the hazardous goods distribution chain.

CHAPTER V **CONSUMER EDUCATION AND PARTICIPATION IN DECISION-MAKING**

SECTION 21: - Consumers shall have the right and freedom to form voluntary, autonomous and independent consumer associations or organizations with well-defined domains and areas of intervention. They may participate in public decision-making structures.

SECTION 22.- Consumer associations shall be apolitical and non-profit making groups. Within the framework of their activities, they must refrain from:

- promoting commercial and/or political activities;
- inserting commercial advertisements in their publications;
- making selective commercial use of information and advice intended for consumers.

SECTION 23.- The objectives of consumer associations shall be, among others, to:

- promote and protect consumers' interests;
- represent the individual or collective interests of consumers before the State or public and private sector suppliers and providers;
- collect and process objective information on goods and services available on the market;
- implement consumer training and education programmes.

SECTION 24.- Consumer education and information programmes shall focus notably on:

- health;
- nutrition and prevention of water-and food-borne diseases, as well as food spoilage;
- food sanitation;
- environmental health;
- safety and hazards associated with products;
- standards, particularly those relating to product labelling;
- information on weights and measures, prices and quality, availability of goods and services and environmental conservation;
- laws and regulations governing consumption, notably concerning compensation for harm caused by technologies, goods and services provided.

SECTION 25.- (1) A National Consumer Council placed under the Minister in charge of consumption is hereby established.

(2) The National Consumer Council shall be an advisory body with the duty to:

- promote the exchange of ideas between public authorities, consumers' and employers' organizations;
- foster dialogue between persons defending consumers' interests and delegates of employers' organizations on issues relating to consumer protection;

- give opinions on all draft laws and regulations likely to affect the consumption of goods and services or consumer protection;
- examine all issues relating to the consumption of goods and services or consumer protection submitted to it by the Government.

(3) The organization and functioning of the National Consumer Council provided for under Section 25 (1) above shall be laid down by regulation.

CHAPTER VI **COMPENSATION FOR DAMAGE SUFFERED BY CONSUMERS**

SECTION 26.- (1) The defence of the interests of a consumer or group of consumers in court or before any arbitration body may be individual or collective.

(2) Individual defence shall be the one carried out by the aggrieved consumer or his successors.

(3) Collective defence shall be conducted by a consumers' organization or non-governmental organization involved in consumer protection.

SECTION 27.- (1) The injured consumer or his successor, or one of the structures referred to in Section 26 (3) above shall lodge an action before the competent courts or arbitration bodies to defend the interests of consumers.

(2) The action referred to in Subsection (1) above may be preventive or remedial.

(3) Preventive action shall be that which seeks to remove the threat of infringement of consumers' rights. It may be lodged only by a consumers' association or a non-governmental organization.

(4) Remedial action shall be that which stems from the infringement of the rights of a consumer or group of consumers.

SECTION 28.- During any trial proceedings concerning consumer protection, the burden of evidence to the contrary of the allegations shall lie with the vendor, supplier or service provider.

SECTION 29.- Decisions taken within the framework of proceedings instituted by a consumers' organization or non-governmental organization shall have all their beneficial effects on all consumers and may be invoked by a consumer or group of consumers to obtain compensation for the loss suffered.

SECTION 30: (1) As part of consumer protection, an appeals committee responsible for public arbitration services in disputes related to consumer protection is hereby established in each subdivision.

(2) The organization and functioning of the committees referred to in subsection (1) above shall be laid down by regulation.

SECTION 31.-(1) The consumer may request the cancellation or revision of the contract,

without prejudice to the right to compensation for the damage suffered.

(2) The request for cancellation shall be based on hidden defects or faults affecting the quality of the technology, good or service under contract.

(3) The consumer may request the replacement or repair of the technology, good or service at the expense of the vendor, supplier or service provider, without prejudice to his right to compensation for the damage suffered.

(4) During the repair period which shall not exceed 15 (fifteen) days with effect from the date of return of the good or discovery of a defective technology or service, the vendor, supplier or service provider must provide the consumer with an alternative good, technology or service in order not to inconvenience him. Failure or inability to supply shall give rise to damages negotiated with the consumer.

(5) Under the terms of the negotiation provided for in Subsection (4) above, the unsatisfied consumer shall have the right to appeal.

CHAPTER VII **PENAL PROVISIONS**

SECTION 32.- (1) Whoever gives false information on the quality of technology, goods or services supplied to a consumer shall be punished with imprisonment of from six months to two years or with a fine of from 200 000 (two hundred thousand) to 1 000 000 (one million) francs, or with both such imprisonment and fine.

(2) Whoever gives false information to the competent authorities or to any consumer structure, body or association during an investigation under this law shall be punished with the penalties provided for in Subsection (1) above.

(3) The consumer may request the replacement or repair of the technology, good or service at the expense of the vendor, supplier or service provider, without prejudice to his right to compensation for the damage suffered.

(4) During the repair period which shall not exceed 15 (fifteen) days with effect from the date of return of the good or discovery of a defective technology or service, the vendor, supplier or service provider must provide the consumer with an alternative good, technology or service in order not to inconvenience him. Failure or inability to supply shall give rise to damages negotiated with the consumer.

(5) Under the terms of the negotiation provided for in Subsection (4) above, the unsatisfied consumer shall have the right to appeal.

SECTION 33.- Corporate bodies may, without prejudice to the criminal liability of the executives or employees of sales, supply or service, technology or commodity companies, be sentenced to double the fines provided for in Section 32 above, if their executives or employees committed offences during or in the exercise of their functions within the structures.

SECTION 34.- (1) Where one of the offences referred to in this chapter is prejudicial to a consumer, the amount of compensation for the damage suffered shall be doubled, plus legal interest with effect from the date of receipt or loss.

(2) In such case, the temporary execution of the reimbursement of the principal shall be imposed irrespective of any appeal.

SECTION 35. – Any clause exempting, limiting liability or reducing the scope of guarantees contained in the contract for sale, supply of goods or technology or delivery of a service to a consumer shall be null and void.

SECTION 36: Corporate bodies whose executives are found guilty of offences under this law may be subject to additional penalties laid down by the Penal Code.

CHAPTER VIII **MISCELLANEOUS AND FINAL PROVISIONS**

SECTION 37.- Consumer contracts shall be interpreted to preserve the rights of consumers.

SECTION 38.- The conditions for applying this law shall, as and when necessary, be laid down by regulation.

SECTION 39.- This law, which repeals all previous provisions repugnant thereto, shall be registered, published according to the procedure of urgency and inserted in the Official Gazette in English and French./-

Yaounde, 06 May 2011
(Signed) Paul BIYA
President of the Republic