FTC

FAIR TRADING COMMISSION
SEYCHELLES

ESTD 2009

A PRACTICAL GUIDE FOR SUPPLIERS - RETAILERS & WHOLESALERS

Developed & Published by The Fair Trading Commission



ABOUT THIS BOOKLET

This booklet has been developed to provide you as a supplier in the Retail and Wholesale sector, with essential guidance on your responsibilities and obligations when supplying goods and services. It aims to enhance your awareness and understanding of the requirements under the Fair Trading Act, 2022 and its related regulations, while also encouraging your businesses to adopt transparent, responsible and consumer focused practices in your daily operations.

The booklet provides you with practical guidance on key areas including product labelling & trade description, language, disclosure of prices, product quality, proper management of goods (expiry), issuance of receipts and the effective handling of consumer concerns, among others. It is designed to support you in understanding your role in promoting consumer protection and maintaining compliance.

By applying the principles and guidance outlined in this booklet, suppliers you can contribute to the development of a fair and compliant marketplace, thereby strengthening consumer confidence and improving your business compliance levels.

This publication has been prepared for information and awareness purposes and does not constitute legal advice.

THE MANDATE OF THE FAIR TRADING COMMISSION

The Fair Trading Commission (FTC) of Seychelles is mandated to:

- **Safeguard the interests of consumers.**
- **Conduct market inquiries and inspections.**
- **Monitor and investigate the conduct of business enterprises.**
- **Promote fair competition and prevent anti-competitive conducts.**
- **Co-operate with other regulatory bodies and other entities for the purpose of enforcing consumer protection and fair competition.**
- **Conducting consumer and business education and advocacy programmes.**
- **Publish reports and information on matters affecting the interest of consumers and enterprises.**
- **Ensuring suppliers of goods and services comply with their obligations and responsibilities under the Fair Trading Act, 2022.**

WHO IS A SUPPLIER?

A supplier is a person who supplies goods or services in the course of business.

The Act applies to suppliers whether they operate for profit or otherwise, and includes individuals, companies, partnerships, trusts, the Republic, public authorities and public bodies, among others

For the purpose of this booklet, the focus is on you;



Supply of goods means:

To supply or re-supply by way of sale, rent, exchange, lease, hire or hire-purchase or disposal of good by other means.

To offer to sell, rent, exchange, lease, hire or otherwise dispose of such goods, right or interest.

INFORMATION IN PLAIN & UNDERSTANDABLE LANGUAGE

Guidelines to help determine whether notices, documents or visual representations comply with the plain language requirement.



- **Use clear, simple and everyday language.**
- **Avoid legal or technical jargon where possible.**
- **Keep sentences and paragraphs short.**
- **Organise information using clear headings and bullet points.**
- **Make key information easy to find.**
- **Use a readable font, appropriate font size and clear layout.**
- **Ensure images, symbols and graphics are clear.**
- **Clearly explain important terms, conditions, fees and consumer rights.**
- **Avoid ambiguous, misleading or contradictory statements.**
- **Consider whether an ordinary consumer can easily understand the information without needing further explanation.**

Note: A visual representation refers to any image, illustration or representation that can be reproduced on a surface (for example, through printing), but it does not include trademarks.

PRODUCT LABELLING & TRADE DESCRIPTION

Any goods imported or manufactured in Seychelles should have a label applied to clearly indicate the trade description.

As a supplier, you are required to ensure that the label is;

- In English, French or Creole.
- It must be clearly visible on the good.
- In a reasonable font size that is clearly readable.

The trade description should clearly state:

Pre-Packed Food, Processed Food, Beverages & Alcohol

- Name of food
- Quantity
- Weight
- List of Ingredients
- Place of Origin
- Expiry Date
- Distributor

Non-PrePacked-Food

- Name of the food
- Presence of any allergens which includes celery, cereals containing gluten, crustaceans, eggs, fish, lupin, milk, molluscs, mustard, peanuts, sesame, soybeans, sulphur dioxide and sulphites and tree nuts.

Wholesalers are responsible to request for and verify the labelling on the goods prior to importation & distribution on the local market. Retailers are equally responsible for verifying that the goods they offer for sale comply with the applicable labelling requirements before supplying them to consumers.



Send your labels for review at the Commission prior to Importation and/or distribution.

PRODUCT LABELLING & TRADE DESCRIPTION

It is **prohibited** for you to alter, deface or remove trade descriptions from goods in a manner to mislead consumers.

It is also prohibited to supply goods where the trade description has been altered, defaced or removed in a manner that may mislead consumers.

Some examples are;

1. Changing the expiry date: Replacing or covering the original expiry date with a later date.
2. Changing the weight or quantity: Altering a label from 500 g to 1 kg to mislead consumers about the quantity.
3. Removing the country of origin: Removing or covering information showing where the product was made or produced.
4. Changing product information: Altering ingredients or other product information to give consumers a false impression about the product.
5. Changing product specifications: Altering information about a product's model, features or specifications to make it appear different from what it is.
6. Removing safety information: Removing or covering mandatory safety warnings or instructions required for safe use.

PRODUCT LABELLING & TRADE DESCRIPTION

It is **prohibited** to supply goods with trade description indicating that the good should be sold in an other jurisdiction other than the Seychelles.









Note:
It is important to check with supplier before importation and supplying on the Seychelles market

Mandatory information must be in one of the national languages:

Product information plays a crucial role in consumer decision making. By effectively displaying this information in one of the national languages (**i.e. English, French or Creole**), you ensure compliance with the FTA 2022 and its regulations. Your compliance ensures that consumers are well-informed about their purchases.

Most importantly, you protect yourselves from potential fines under the FTA 2022



DISCLOSURE OF PRICES OF GOODS AND SERVICES

The prices should be displayed in a way that is clear to consumers and it should be clear that the price indicated is applicable to the particular good.

You must clearly inform consumers of the price of goods or services so that consumers can make informed purchasing decisions and freely choose whether to purchase.

You are under obligation to honor any displayed price for goods or services. So, you cannot require a consumer to pay higher that the displayed price.

Prices must be disclosed in the local currency i.e. Seychelles rupees.



DISCLOSURE OF PRICES OF GOODS AND SERVICES

Unit prices for goods sold by weight volume or measure must also be clearly displayed.









DUAL PRICING



Where two prices are displayed in relation to goods or services, the lower price is to be applied and consumers have the right to demand paying the lower price displayed.

PROHIBITION OF SUPPLY WITHOUT DISPLAYING SHELF LIFE

SHELF LIFE



Shelf Life

(will also include Month and Year)

Shelf life means the lenght of time for which an item remain usable, fit for consumption or saleable and includes the expiry date, sell-by date, best before date or similar other dates stated in relation to the goods, being the date after which the goods are considered unsuitable for sale use or consumption.



Customers have the right to receive goods that are safe and within their valid shelf life. Supplying or displaying expired goods is a prohibited conduct.



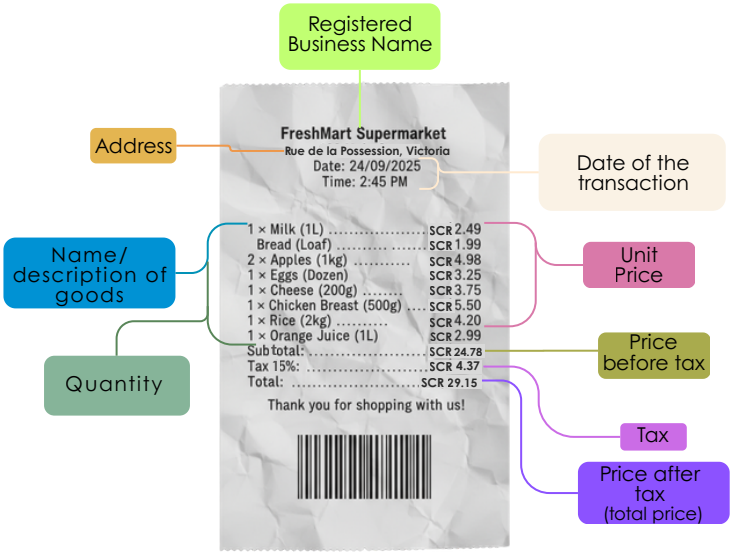
Implement proper stock rotation procedures within your business to ensure that you manage the shelf-life of your goods in stock. Know when you need to discount goods to clear goods near end of shelf-life. You are not obliged to take goods from suppliers if the shelf-life is too short.

All expiry information must be accurate, clear and provided to consumers to enable informed purchasing decisions.

RECORD OF TRANSACTION

A receipt is a written acknowledgment of having received, or taken into one's possession, an amount of money, goods or services. Under the law, Consumers are entitled to a written record of each transaction for any goods or services which you supply.

A receipt shoud clearly display the following:



WARRANTY ON GOODS

EXPRESS WARRANTY

An express warranty of good is a **promise** from you as a supplier or from a manufacturer that the goods will meet conditions of quality or performance. It also outlines the terms and conditions where the consumer is entiltled to a refund, replacement or repair of the defective good.

Under the FTA, 2022, when you sell a good to a consumer, there is an automatic guarantee (known as an implied warranty) that the goods are of merchantable quality and meet the required standards.

If a good does not meet one or any of the quality standards under the Act, consumers have a right of return for the goods to you within 6 months of purchase. At the direction of the consumer, you may be required to refund, replace or repair the defective good. You may also be required to refund any costs associated with the delivery, use or installation with the goods. However, the Act provides for proportionate remedies or considerations where applicable.

This warranty applies automatically and cannot be removed, cancelled or excluded by you through any agreement or terms of sale.

WARRANTY ON GOODS

REPAIR

Where a repair is required, you must evaluate and assess the repair and report to the consumer within 10 days. The repair should be completed within 60 days, unless there are unavoidable circumstances beyond the supplier's control. If you are unable to repair the goods within a reasonable time, or if the repair is unsuccessful, the consumer may be entitled to a replacement or refund, depending on the circumstances and the nature of the defect. If within 3 months of repair, the same issue arise, you will be required to refund or replace the good.

BEYOND 6 MONTHS

If more than six months have passed since the goods were delivered, a consumer may still lodge a complaint with the Commission, provided that the complaint is within the applicable prescription period. The complaint will be assessed, taking into consideration the requirements of the Act, including the quality, condition, safety, suitability and expected durability of the goods. Where the goods qualify for a remedy, this may include repair, replacement or refund, depending on the circumstances of the case.

NEW OR RECONDITIONED PARTS

Where new or reconditioned parts are installed during repair or maintenance work within the warranty period, a 6-month warranty concurrent to the implied or express warranty will apply for those parts.

RECALL OF GOODS

If a product or service presents a safety risk or is non-compliant with a mandatory standard or ban, it may need to be taken off the market or 'recalled'.

Recalls can be initiated **voluntarily by a supplier or in response to an order by the Commission**.

VOLUNTARY RECALL

Where, as a supplier you voluntarily undertake action to recall unsafe goods, the Commission must be notified, in writing, within 2 days prior to taking that action.

The notification must include the details of the good subject to recall and the nature of defect or dangerous characteristic of the good. The recall notice must be published and must be adequately disclosed to the public. Should you fail to recall unsafe good, the Commisison will do a compulsory recall.

COMPULSORY RECALL

The Commission may require you to recall goods that are unsafe, do not comply with applicable standards, or pose a risk of injury to consumers. You will also be required to inform consumers of the risks and repair, replace or refund the affected goods at your own expense.

RECALL OF GOODS

SUPPLIER PRODUCT RECALL CHECKLIST

Use this checklist when goods supplied or placed on the market may present a risk to consumers or otherwise require recall.

□ Identify the good by name, brand, model/batch/serial number and quantity.
□ Identify the risk by clearly establishing the defect or dangerous characteristic.
□ Immediately stop supplying the affected goods.
□ Notify those affected including retailers, distributors, and others, where applicable.
□ Notify the Commission of the voluntary recall in writing prior taking recall action.
□ Recall the goods stating the goods subject to recall; the nature of defect in, or dangerous characteristics or circumstances of use in which the goods are dangerous.
□ Provide clear instructions for return, repair, replacement, refund or disposal, and other information as guided by the Commission, or as applicable.
□ Keep records of the products recalled and actions taken.

FALSE REPRESENTATION



Incorrect way to display a return policy:

Vague wording
"Returns accepted under certain conditions."

"Goods once sold are not refundable/returnable"

Missing important details
"Items can be returned or replaced"

Lacking conditions that respect consumer rights

Return period, item condition requirements, whether a receipt is needed, refund method, or who pays return shipping."



The correct way to display a return policy:

Clear wording
"Goods once sold cannot be returned or exchanged. This does not affect your consumer rights"

Clear conditions
State the conditions under which you will not be accepting returns or exchange.

"No returns or exchange if you simply change your mind"

"Returns or exchanges accepted within 10 day. Packing and receipt should be produced. This does not affect your consumer statutory rights"

GENERAL STANDARD FOR ADVERTISING

Advertisements must be clear, accurate and not misleading. You must not make false, deceptive or misleading claims about the nature, quality, price, benefits, supply conditions, sponsorship or any other material aspect of the goods or services they offer.

PROHIBITION OF BAIT ADVERTISING

You must not advertise goods or services at a specified price if you do not intend to supply them or do not have reasonable grounds to believe that you can supply them in reasonable quantities and for a reasonable period. If the advertised goods or services are unavailable, you should, where appropriate, offer to supply the advertised goods within a reasonable time or provide an equivalent product or service at the advertised price.





RESTRICITONS ON PROMOTION OF SALES

When promoting goods or services at a discounted price, you must ensure that the original price from which the discount is applied is accurate. You need to show the price before and then the applicable discount.

You must also not provide price information that is false or misleading, including by displaying incorrect discounts, concealing additional charges, or making price comparisons or claims about future price changes that are inaccurate or unsupported.





MISLEADING OR DECEPTIVE CONDUCT AND FALSE REPRESENTATION

You must not engage in any conduct or make any statement that is false, misleading or likely to deceive consumers. This includes making inaccurate claims about the quality, standard, value, price, condition, origin, characteristics, benefits, sponsorship or availability of goods or services. You must also not make false claims about warranties, guarantees, repairs, spare parts or a consumer's rights.



QUALITY, STANDARD, VALUE, PRICE, CONDITION, ORIGIN, CHARACTERISTICS SHOULD NOT MISLEAD CONSUMERS.

DISHONESTY ACCEPTING PAYMENT

You must not accept payment for goods or services if you do not intend to supply them or if you intend to provide goods or services that are materially different from those that were agreed upon.



UNDERSTAND FTC PROCEDURES WHEN CONDUCTING AN INSPECTION

1. An inspection may be conducted as part of the Commission's routine schedule or in response to a complaint indicating a possible breach of the Fair Trading Act, 2022.

2. Upon arrival at the business premises, the authorized officer shall identify themselves by presenting their official Commission identification and inform the Owner/Manager or the person in charge that an inspection is being conducted.

3. The authorized officer shall explain the purpose of the inspection to the owner, manager or person in charge of the business.

4. The officers shall verify the business license and VAT registration to ascertain that the business is duly licensed and registered to conduct its trading activities.

5. The officers then proceed with verification for compliance to the FTA. They shall record all observations and document any instances of non-compliance. Where necessary they shall also obtain evidence, including photographs, copies of documents or other materials to support the inspection findings.

6. The authorized officer will explain the inspection findings with the owner, manager, or person in charge of the business and provide clarification on the relevant legal requirements where appropriate and the person will be required to sign the form.

7. The authorized officer return to office and prepare a comprehensive inspection report detailing the inspection conducted, observations made, evidence collected, identified breaches and any representations made by the business.

8. Where non-compliance is identified, the appropriate enforcement action, including the issuance of a Compliance Notice or a Fixed Penalty Notice, where applicable under the Fair Trading Act, 2022 shall be determined based on evidence and breach.

9. The authorised officer may also refer matters to other relevant regulatory bodies where other forms of non-compliance or breaches of applicable trading conditions are identified.

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Fair Trading Commission
Block B, Third Floor
Unity House
Victoria
P.O. BOX 1207.

Mahe: (+248) 4325250
Market surveillance Section: 4289109
Praslin: (+248) 4233109
Email: info@ftc.gov.sc
Website: www.ftc.gov.sc