

CONSUMER PROTECTION (FAIR TRADING) ORDER, 2011

SECOND SCHEDULE

SPECIFIC UNFAIR PRACTICES

1. Representing that goods or services have sponsorship, approval, performance characteristics, accessories, ingredients, components, qualities, uses or benefits that they do not have.



2. Representing that goods or services are of a particular standard, quality, grade, style, model, origin or method of manufacture if they are not.



3. Representing that goods are new or unused if they are not or if they have deteriorated or been altered, reconditioned or reclaimed.



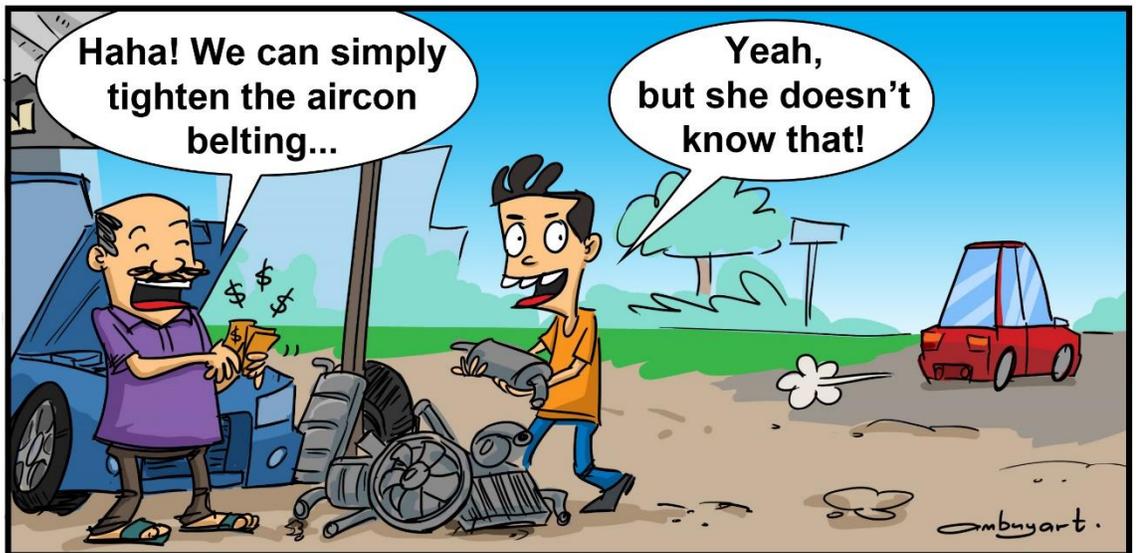
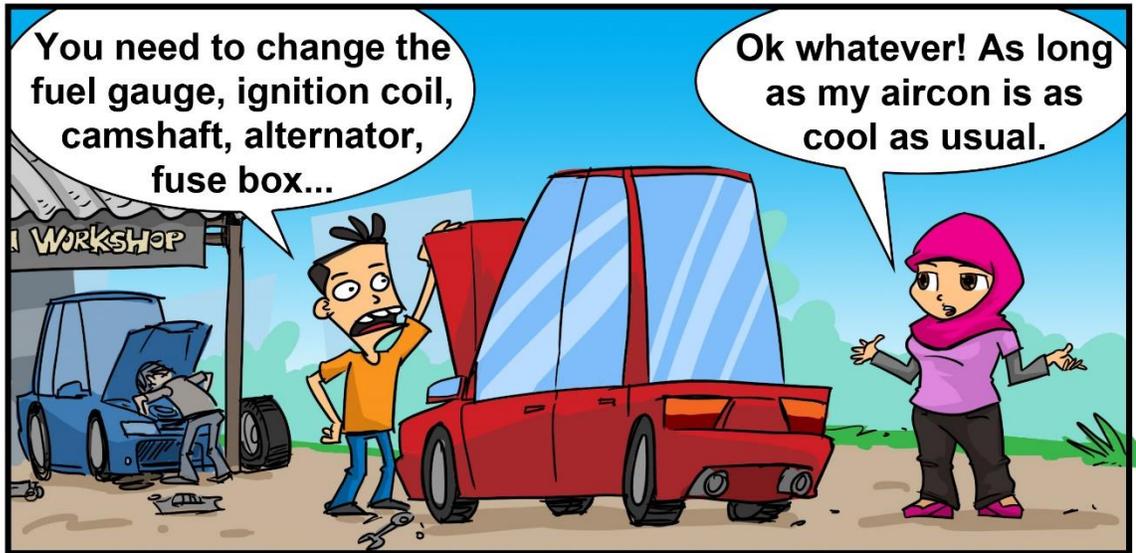
4. Representing that goods have been used to an extent different from the fact or that they have a particular history or use if the supplier knows it is not so.



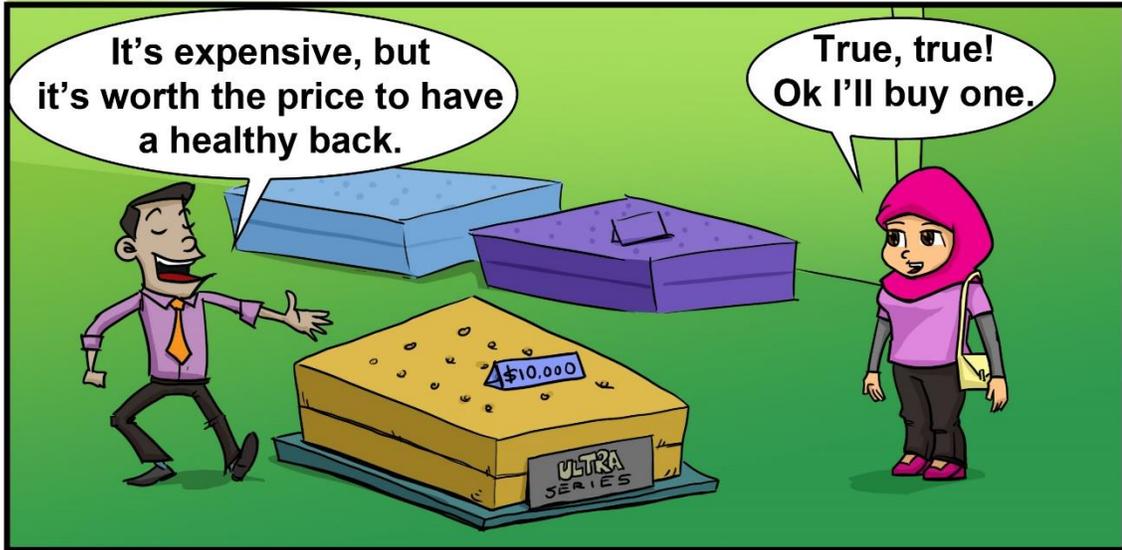
5. Representing that goods or services are available or are available for a particular reason, for a particular price, in particular quantities or at a particular time if the supplier knows or can reasonably be expected to know it is not so, unless the representation clearly states any limitation.



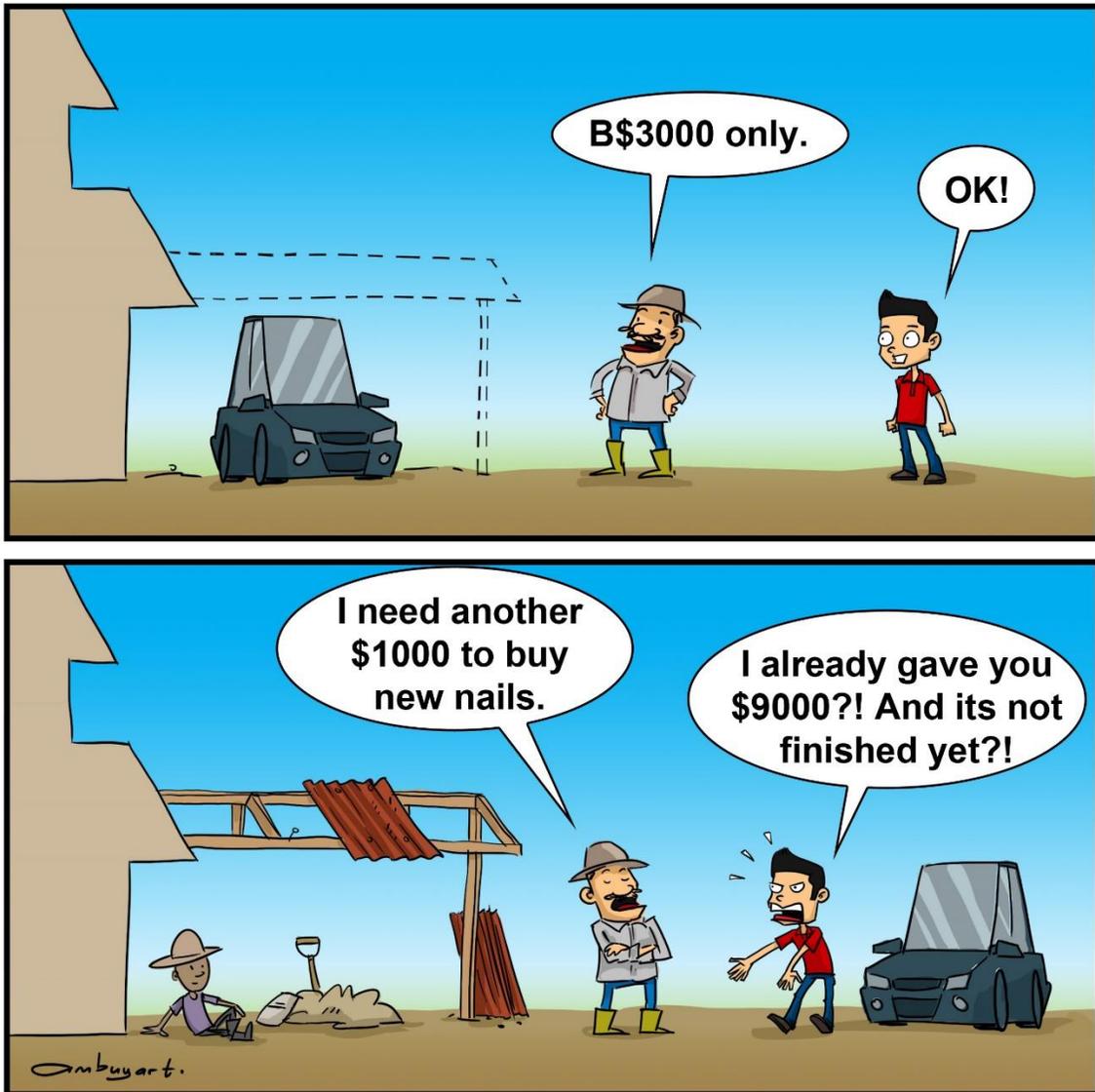
6. Representing that a service, part, repair or replacement is needed or desirable if that is not so, or that a service has been provided, a part has been installed, a repair has been made or a replacement has been provided, if that is not so.



7. Representing that a price benefit or advantage exists respecting goods or services where the price benefit or advantage does not exist.



8. Charging a price for goods or services that is substantially higher than an estimate provided to the consumer, except where the consumer has expressly agreed to the higher price in advance.



9. Representing that a transaction involving goods or services involves or does not involve rights, remedies or obligations where that representation is deceptive or misleading.



10. Representing that a person has or does not have the authority to negotiate the final terms of an agreement involving goods or services if the representation is different from the fact.



11. Taking advantage of a consumer by including in an agreement terms or conditions that are harsh, oppressive or excessively one-sided so as to be unconscionable.



12. Taking advantage of a consumer by exerting undue pressure or undue influence on the consumer to enter into a transaction involving goods or services.



13. Representing in relation to a voucher that another supplier will provide goods or services at a discounted or reduced price if the supplier making the representation knows or ought to know that the other supplier will not do so.



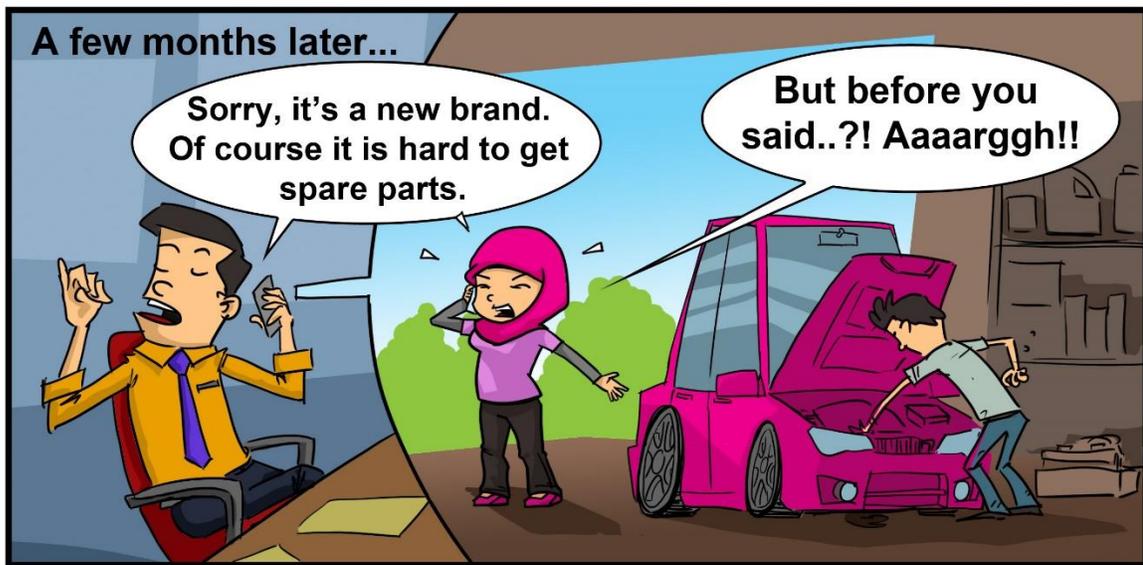
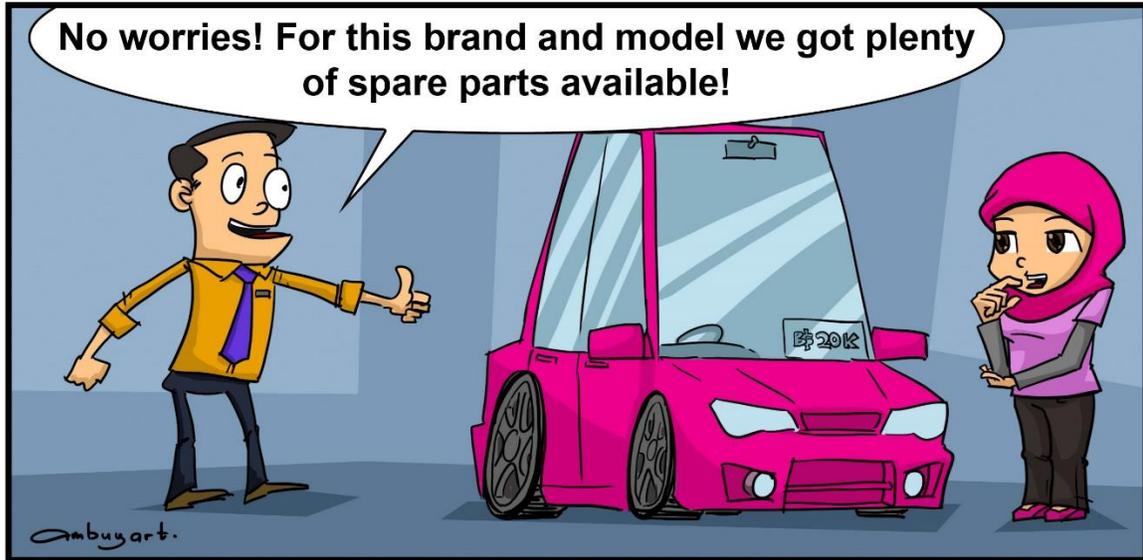
14. Making a representation that appears in an objective form such as an editorial, documentary or scientific report when the representation is primarily made to sell goods or services, unless the representation states that it is an advertisement or a promotion.



15. Representing that a particular person has offered or agreed to acquire goods or services whether or not at a stated price if he has not.



16. Representing the availability of facilities for repair of goods or of spare parts for goods if that is not the case.



17. Offering gifts, prizes or other free items in connection with the supply of goods or services if the supplier knows or ought to know that the items will not be provided or provided as offered.



18. Representing that goods or services are available at a discounted price for a stated period of time if the supplier knows or ought to know that the goods or services will continue to be so available for a substantially longer period.



19. Representing that goods or services are available at a discounted price for a particular reason that is different from the fact.



20. Using small print to conceal a material fact from the consumer or to mislead a consumer as to a material fact, in connection with the supply of goods or services.

