



Consumer Affairs Department

The Government Agency entrusted with enforcing consumer protection laws within the Federation of St. Kitts & Nevis

465-2521 Ext 3211 | 3350 | 1550 | 2616 | 2640 | 1641

consumeraffairs@gov.kn

miticca.gov.kn

St Kitts Consumer Affairs Department

Ground Floor NAGICO Bldg, Bladen's Commercial Development,
Basseterre, St. Kitts.



Consumer Protection Act 2023

Passed in the Federal Parliament on 30th October, 2023.

Agenda

ABOUT US

CONSUMER LAW & PROTECTION

CONSUMER RIGHTS

POWER TO OBTAIN
INFORMATION

SUPPLIERS DUTIES

NO REFUND SIGNS

UNFAIR TRADE PRACTICES

MINIMUM PURCHASE AMOUNT FOR
DEBIT CARD TRANSACTIONS

FIXED PENALTIES

FREQUENT CONSUMER COMPLAINTS



About Us

The Consumer Affairs Department was established to inform, educate, and empower consumers to protect themselves in the marketplace.

We currently operate under the newly enacted Consumer Protection Act, 2023.

We safeguard the interests of all consumers, sellers and suppliers of goods and services.

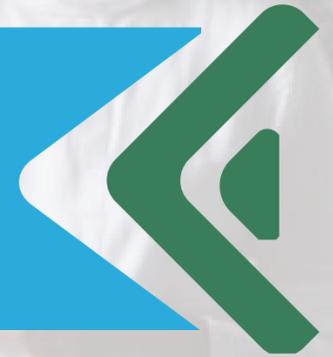
We aim to fulfill our mandate through Consumer Redress, Protection, Consumer Education, Empowerment and Consumer Research.

Consumer Law and Protection



Consumer Law:
Regulates the law relationship between individual consumers and businesses that sell goods and services

Consumer Law:
Deals with product safety, service and sales contracts, pricing and much more



Consumer Protection:
Safeguards the interests and rights of consumers

Consumer Protection:
Protects consumers from unscrupulous and unethical business practices and provides redressal for grievances



Consumer Rights

THE RIGHT TO A HEALTHY ENVIRONMENT

To live and work in an environment that is non-threatening to the well-being of present and future generations

THE RIGHT TO SATISFACTION OF BASIC NEEDS

To have access to basic, essential goods and services such as adequate food, clothing, shelter, health care, education, public utilities, water, and sanitation

THE RIGHT TO CONSUMER EDUCATION

to acquire knowledge and skills needed to make informed, confident choices about goods and services, while being aware of basic consumer rights and responsibilities and how to act on them

THE RIGHT TO SAFETY

To be protected against products, production processes and services that are hazardous to health or life

THE RIGHT TO REDRESS

To receive a fair settlement of just claims, including compensation for misrepresentation, shoddy goods or unsatisfactory services

THE RIGHT TO BE INFORMED

To be given the facts needed to make an informed choice, and to be protected against dishonest or misleading advertising and labelling

THE RIGHT TO BE HEARD

To have consumer interests represented in the making and execution of government policy, and in the development of products and services

THE RIGHT TO CHOOSE

To be able to select from a range of products and services, offered at competitive prices with an assurance of satisfactory quality



Power to obtain information, documents and evidence

Fostering a thriving retail environment that benefits both businesses and consumers

Please be guided on the Investigative Powers of the Department

1. Director's Authority to Gather Information:

The Director or their appointed officer can request information, documents, or evidence from suppliers, consumers, or others involved in an investigation.

2. Investigative Powers:

The Director or authorized officer can enter premises for investigation purposes.

They can inspect premises, take samples, examine relevant documents, and inspect equipment.

Warrant Requirement:

- A warrant is necessary for entry and exercise of powers under subsection (2)

Penalties for Obstruction

- Interference during execution of a warrant is an offense punishable by fine or imprisonment.

Supplier Duties and Responsibilities



Section 83: Product labelling and trade descriptions

- **Accurately label goods**
- **Do not alter or obscure trade descriptions or trademarks in a way that could mislead consumers.**
- **"Trade description" speaks to various aspects of goods, including size, origin, ingredients, and manufacturing processes, among others.**

Fixed Penalty for non compliance : \$750

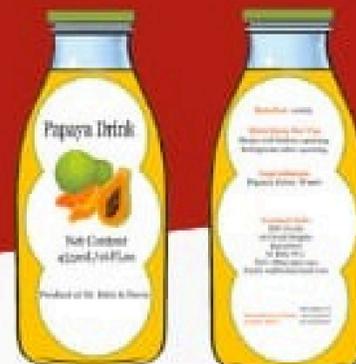
KNOW YOUR REGULATIONS



According to the Labelling of Pre-packaged Foods Regulation, persons should ensure that their label lists the following:

1. Product name
2. Allergens
3. Ingredients
4. Quantitative ingredient declaration (QUID)
5. Net Quantity
6. Date indication
7. Storage conditions/ Conditions of use
8. Business name and address
9. Country of Origin
10. Instructions for use
11. Alcoholic strength
12. Nutrition information

Visit our office at LaGuerite if you would like assistance with the proper labelling of your product(s). The regulation can be viewed by visiting www.sknbs.org under the "Approved Regulations" tab.



For more regulations visit
www.sknbs.org



Supplier Duties and Responsibilities



Section 87: Expiry date on packaged food products

- Imported and locally produced bottled, packed, or canned food products sold must display essential information such as:
 - product type
 - ingredients
 - weight/volume
 - production and expiry dates
 - duration of use
 - usage directions

Expired products can potentially jeopardize public health.

Fixed Penalty for non-compliance: \$1,000

“Expiration date” vs “Best if used by” date

The ‘**expiration date**’ indicates the last day a product should be consumed.

The ‘**best if used by**’ date tells you when you can expect the quality of the product to be at its peak.

Both will be removed from the shelves



Section 88: Prohibition of selling expired good

- The sale, offer, or display for sale of goods that have passed their expiry date is prohibited.
- Officers have authority to instruct suppliers to cease selling expired goods and to remove them from display.
- You **CANNOT** put the removed items back on shelves for sale.

Supplier Duties and Responsibilities



Section 85: Disclosure of conditions of goods

- Refrain from making false claims about products or services.
- Clearly label any used, re-conditioned, re-built, or re-made goods. Provide accurate information about their condition.
- Consumers are entitled to some form of redress regardless if the faulty product was acquired at a discounted price or was pre-owned.

Fixed Penalty for non compliance: \$750



Section 92: Warranties

- Implied warranties are not explicitly stated or written down but are automatically applied to the sale and repair of goods for a 6 month period
- Explicit warranties are specific promises or guarantees made by the seller or manufacturer and are typically in writing or conveyed verbally during the sales process.
- If a manufacturer's warranty is provided with the goods, the supplier is considered to have issued that warranty, and is responsible for honoring it, even if there are geographical limitations.

Fixed Penalty for non compliance: \$750

Supplier Duties and Responsibilities



Section 91: Disclosure of price of goods and services

Legal Requirement:

- Prices must be visibly attached to goods, listed in catalogs, or represented clearly.
- If providing an estimate for services, the final price cannot exceed the estimate without consumer consent.

Customer Complaints:

- Every time I go into the supermarket, I have to go to the cashier to find out the price of items I am interested in.
- When I go to the cashier for a price check, I get a different price than what it was a few days ago.
- It is frustrating that the prices are not on the shelves, and I have to wait until I am cashing out to find out the price of certain items.

Fixed Penalty for non compliance : \$750

Supplier Duties and Responsibilities



Section 99: Sales Record

Provide consumers a written record of each transaction, including:

- Registered business name.
- Business Address
- Date of the transaction.
- Description and quantity of goods or service.
- Unit price and total price before taxes.
- Amount of applicable taxes.
- Total price including taxes.
- Any other information required by law.

The written record must be durable.

Fixed Penalty for non compliance: \$750

Supplier Duties and Responsibilities



Section 105: Return of defective goods

- Consumers can return defective goods if they were misled by the supplier's description.
- Upon return, the supplier must either replace the goods within 30 days or refund the value as agreed.
- Goods must be returned in the condition purchased or with minimal damage from normal use.
- Consumers are not entitled to a refund if they simply change their mind about goods after leaving the store.

Fixed Penalty for non compliance: \$750



Section 108: Return of electrical goods

If a consumer buys electrical goods thinking they work but find out they're faulty upon use:

- they can return them within 30 days.

Unless the supplier proves the damage was due to consumer neglect, abuse, or an Act of God:

- the consumer can either exchange the faulty goods for new, similar, working ones or get a refund of what they paid.

Fixed Penalty for non compliance: \$750

No Refund Signs

No Refund Signs

- Suppliers cannot put up signs saying "no refund" or similar.
- You cannot deny consumers a refund if there's a legitimate problem with the item purchased.

Return and Restocking Policies

- Clearly display store's return and restocking policies.
- These policies must be visible to all consumers before they make a purchase.

Fixed Penalty for non compliance: \$750

Restocking Fees

- Suppliers can only charge a restocking fee if the returned product is in a condition that prevents resale at the original price.

Unfair Trade Practices

Section 125: Dual Pricing

- If multiple prices are displayed on goods, consumers have the right to pay the lowest price shown
- However, a defense is available if the violation was caused by another person or unforeseeable circumstances, and the supplier took reasonable precautions to prevent it.

Fixed Penalty for non compliance: \$750

1 Handbag

The price on the shelf is
\$150

1 Box Cereal

The price on the shelf is
\$20

**Which Price
should the
customer pay?**

1 Handbag

At the register, the price in the
system is \$160

1 Box Cereal

At the register, the price in the
system is \$18

Unfair Trade Practices

Section 122: Unconscionable conduct

The law Prohibits:

Unfair behavior by suppliers towards consumers.

This includes actions like:

- Using force, pressure, or unfair tactics during marketing, sales, negotiation, payment collection, or reclaiming goods.
- Overcharging, providing no benefit to the consumer, or having unfair contract terms.

An unreasonable transaction is unenforceable against a consumer.

Fixed Penalty for non compliance: \$1,500

Unfair Trade Practices

Section 117: False, misleading or deceptive representation

The Law Prohibits:

- Any false, misleading, or deceptive representations or conduct during trade or commerce, especially regarding the nature, characteristics, or quality of goods or services.
- Misleading consumers about the availability, condition, or benefits of goods or services.
- Suppliers expressing or implying false information, using exaggeration, or failing to disclose material facts.

They must also correct any misunderstandings that could mislead consumers.

Consumer agreements based on false representations are unenforceable, and violators may face fines or imprisonment.

Fixed Penalty for non compliance: \$1,500





Minimum Purchase amount for VISA Debit Card transactions

- **The imposition of a minimum purchase requirement infringes upon consumer rights and is in violation of VISA rules and regulations**
- **A minimum purchase amount compels consumers to spend more than they intend to or acquire items they do not necessarily require solely to facilitate payment with their card.**
- **Non-compliance with these regulations could result in the removal of the card machine from the merchant's establishment and, in some cases, the termination of their business account.**

Fixed Penalties under the Consumer Protection Act, 2023

Offence

Section

Fixed Penalty

Part VII

- 83 – Product labelling and trade descriptions
- 85 – Disclosure of used, re-conditioned, re-built or re-made goods
- 87 – Expiry date, etc. to appear outside packaged food products
- 88 – Prohibition respecting selling expired goods
- 90 - Information to consumer
- 91 – Disclosure of price of goods or services
- 92 – Warranties
- 97 – Over-selling and over-booking
- 99 – Sales record
- 105 – Return of defective goods
- 108 – Return of electrical goods
- 109 – Suppliers offering repair services
- 110 - Promotion of goods or services

Duties of Suppliers

\$750 applied to All sections
EXCEPT Section 87 which is
\$1,000

Fixed Penalties under the Consumer Protection Act, 2023

Offence

Section

Fixed Penalty

Unfair Trade Practices

Part VIII

- 117 – False, misleading or deceptive representation
- 118 – Restrictive Trade
- 119 – Unfair method, deceptive practice or misleading public
- 122 – Unconscionable conduct
- 125 – Dual Pricing

\$1,000 applied to All sections EXCEPT Section 125 which is **\$750**

Consumer Safety

Part IX

- 133 - General consumer safety requirement
- 136 – Contravention of consumer safety requirement
- 138 – Imposition of permanent ban

\$2,000 applied to All sections

"No Refund" signs

Part XIII

- 171 – “No refund” signs

\$750

Frequent Consumer Complaints

A concerned individual shared an unfortunate experience during the construction of their home involving Company X. They entrusted Company X to provide and pour concrete for their roof. Despite diligently following the instructions to wet the concrete daily, cracks emerged within a few weeks, leading to leaks in multiple areas of the roof.

Upon notifying Company X, workers were dispatched and they visited the property and inspected the damage. They promised to return for repairs, yet they failed to follow through. Despite attempts to seek a resolution through customer service, including promises that a manager would address the issue, communication ceased, leaving the problem unresolved for over five months.

This new home owner is now stuck with a leaky roof on a newly built house.

■ Home & Building Retailers

- How does your company handle a complaint of this nature? What is your warranty on this specific service?
- What measures would you implement to address such concerns promptly and effectively, ensuring customer satisfaction and trust in your services?
- Are you aware of what the Law says in regard to redress for defective products and services?

Frequent Consumer Complaints

A customer recently reported an unsettling incident they observed at Store X, where employees were seen tampering with on shelf products by removing their expiration dates. Upon investigation by the Department, it was discovered that some products expiration dates were not visible. The store owner claimed ignorance, stating that the products were imported without expiration dates. However, a quick online search revealed that these products indeed come with expiration dates printed on them by the manufacturer.

Questions for Business Owners:

Are you knowingly involved in tampering with product labels or selling expired goods?
How do you keep track of the expiration dates on the items on the shelves?

Note: Tampering with product labeling carries a fine of \$750, while selling expired items can result in a \$1,000 fine.



Frequent Consumer Complaints

During a recent blowout sale at Company X, I purchased a used phone at a reduced price of EC\$475. I was skeptical of purchasing a used phone but I was assured that the phone was in good working condition. After using the phone for about 3 weeks, it began shutting off on its own.

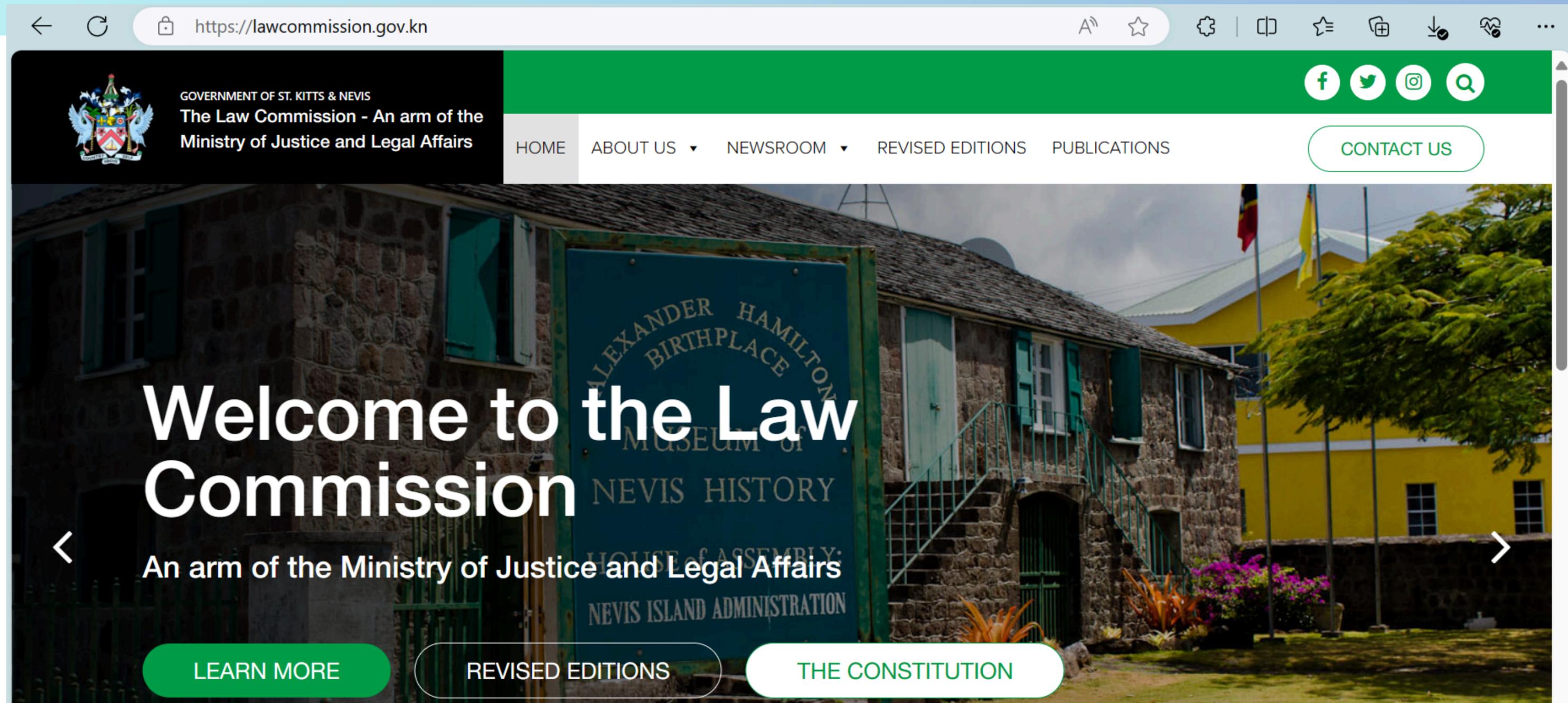
I contacted Company X and spoke to an in-store representative and asked for a refund. However I was told that because the phone was used and purchased during a sale, I was not entitled to a refund and that all sale items are final. I am outraged.

■ Retailers

- Do you have a NO REFUND sign displayed in your business?
- Do you think the customer has a right to redress in this situation?
- How would you handle this situation?

Where can I access the online version of the Consumer Protection Act, 2023

All laws are published on the Law commission website : <https://lawcommission.gov.kn>



The screenshot shows the homepage of the Law Commission website for St. Kitts & Nevis. The browser address bar displays <https://lawcommission.gov.kn>. The website header includes the Government of St. Kitts & Nevis logo and the text "GOVERNMENT OF ST. KITTS & NEVIS The Law Commission - An arm of the Ministry of Justice and Legal Affairs". A navigation menu contains links for HOME, ABOUT US, NEWSROOM, REVISED EDITIONS, PUBLICATIONS, and a CONTACT US button. The main content area features a large image of a stone building with a sign that reads "ALEXANDER HAMILTON BIRTHPLACE MUSEUM of NEVIS HISTORY HOUSE of ASSEMBLY: NEVIS ISLAND ADMINISTRATION". Overlaid on this image is the text "Welcome to the Law Commission" and "An arm of the Ministry of Justice and Legal Affairs". At the bottom, there are three buttons: LEARN MORE, REVISED EDITIONS, and THE CONSTITUTION.

Q & A Segment

■ Please feel free to ask any questions you may have at this time.



Contact Us

Phone Number

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Email Address

consumeraffairs@gov.kn

Facebook

stkittsconsumeraffairsdepartment

Website

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