

GOVERNMENT NOTICE No. 305 published on 29/08/2014

THE FAIR COMPETITION ACT,

(CAP 285)

THE STANDARD FORM (CONSUMER CONTRACTS) REGULATIONS, 2014

(Made under Sections 36 and 98)

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THE FAIR COMPETITION ACT,

(CAP 285)

REGULATIONS

(Made under Sections 36 and 98)

THE STANDARD FORM (CONSUMER CONTRACTS) REGULATIONS, 2014

PART I

PRELIMINARY PROVISIONS

Citation	1. These Regulations may be cited as the Standard Form (Consumer Contracts) Regulations, 2014
Application	2. These Regulations shall apply to traditional and online Standard Form Consumer Contracts involving business to consumer transactions.
Interpretation	3. In these Regulations, unless the context otherwise requires-
Cap 285	“ Act ” means the Fair Competition Act;
	“capital value” means the total worth of a company or business undertaking;
	“commission” means Fair Competition Commission established under section 62 of the Act;
	“ Consumer” includes any person who purchases or offers to purchase goods or services otherwise than for the purpose of resale but does not include a person who purchases any goods or services for the purpose of using them in the production or manufacture of any goods or articles for sale;
	“consumer contracts” includes standard form contracts concluded between a producer of goods or services and a consumer;
	“contract terms” or “contractual terms” means terms, conditions, agreement and consent, including announcement and notice excluding or

restricts liability;

“cooling – off period” means the period of time after a purchase during which the purchaser has the right to return goods for a refund or to cancel a contract without penalty;

“court” means court of competent jurisdiction;

“Director General” means the Director General appointed under section 62(7) of the Act;

“firm” means any commercial organization that operates for-profit basis and participates in selling goods or services to consumers;

“investigation officer” means an officer or employee of the Commission designated by the Commission to investigate consumer issues, competition matters and other matters pertaining to the conduct of producer;

“official cover” means an outer page of a legal document designed to show what the legal document is and who it is from with peculiar characteristics;

“producer” includes manufacturers, suppliers, sellers, service providers and operators;

“recognised consumer organisation” means an advocacy group that seeks to protect consumers from unfair and misleading market conduct;

“register” means a book in which particulars of standard form consumer contract and any related matters are recorded;

“standard business terms” include all contractual terms pre-established for a multitude of contracts which one party presents to the other party upon the conclusion of the contract;

“standard form contract” means an agreement created by one party that employ standardized, non-negotiated terms and conditions, usually in preprinted forms;

“trade association” means a group of business people in the same trade or industry organized for the advancement of common interests;

“Tribunal” means the Fair Competition Tribunal established by section

83 of the Act.

PART II

INCORPORATION OF STANDARD BUSINESS TERMS INTO CONSUMER CONTRACTS

Contractual obligations by
means of standard business
terms

4.-(1) Contractual term shall not constitute standard business terms if there is an individual negotiation between the parties.

(2) The standard business terms are incorporated into the contract if, during the conclusion of the contract the producer-

(a) expressly draws the attention of the other party or if, on account of the way in which the contract is concluded, it is difficult to make express reference to them;

(b) draws his attention to them by means of a clearly visible sign at the place where the contract is concluded ; and

(c) gives the other party, in a reasonable manner that takes account of any physical handicap of the other party, discernible by the producer, the possibility of gaining knowledge of his content, if the other party agrees to apply;

(3). Subject to sub-regulation (2), the parties may agree in advance that particular standard business terms may apply to a particular type of legal transaction.

Standardized contractual
terms

5.-(1) A producer or trade association, for the purpose of establishing a sound order of trade and prevent unfair contractual terms from circulating, may prepare a set of standard contractual terms to be used in a particular field of trade and request the Commission to examine the terms to determine whether the terms are in contravention of these Regulations.

(2) Any trade association, firm or recognized consumer organization may request the Commission to prepare a set of standard business terms to be used in a field of trade in which consumer injury is frequent.

(3) Subject to the provision of sub regulation (2) when an investigation attributes frequent consumer injury reported in a particular field of trade to the absence of standard business terms or use of unfair terms, the Commission may recommend a trade association, firm or recognized consumer organization to prepare a set of standard business terms for the

field and submit them to the Commission for examination.

(4) Where a trade association, firm or recognized consumer organization fails to follow recommendations made under sub regulation (3), within six months from the day of receiving it, the Commission may prepare a set of standard business terms in consultation with interested parties as well as the relevant Ministries, Departments or Agencies.

(5) The Commission may issue a public notice of standard business terms that have passed a legal test or those prepared under this regulation requiring trade associations, firms and recognized consumer organizations to use those standards.

(6) If a trade association, firm or recognized consumer organization uses standard business terms that are different from the standardized contractual terms recommended by the Commission, the said trade association, firm or recognized consumer organization shall indicate such differences to consumers in a clear and easily understandable manner.

Official cover page

6.-(1) The Commission may create an official cover page for standard form contracts using standardized contractual terms and permit a trade association, firm or recognized consumer organization to use such cover page for their contracts.

(2) A trade association, firm or recognized consumer organization shall not use the official cover page for a contract using contractual terms different from the standardized contractual terms.

(3) If a trade association, firm or recognized consumer organization uses official cover page in contravention with sub-regulation (2) any contractual terms that appears to be less favourable to the consumer than comparable standardized terms shall be void.

(4) Any person who contravenes Sub-regulation (2) commits an offence under these Regulations.

Investigations

7. (1) The Commission may initiate an investigation or market surveillance to determine whether contractual terms are in contravention with these Regulations, either as a basis for recommending or ordering corrective measures or actions under regulation 19(2) or in response to a request for examination of such contractual terms under regulation 5(2).

(2) The Investigation Officer authorized to conduct an investigation in accordance with the provision of Sub regulation (1) shall carry proof of

authority from the Commission and present it to the concerned parties.

Precedence over standard
business terms

8. Individually negotiated terms shall take precedence over standard business terms.

Exemptions

9. These Regulations shall not apply to contractual terms which reflect-

(a) succession and family matters;

(b) industrial relations and collective bargaining agreements between employers and employees; or

(c) Business to Business standard contracts.

PART III

SPECIFIC REQUIREMENTS FOR STANDARD FORMS OF CONSUMER CONTRACTS

Contract to have effect for
definite term

10. A contract shall be expressed to have effect for a definite period.

Producer's obligations

11.-(1) A contract shall specify the obligations of the producer with respect to supply of goods or services.

(2) The producer shall state on the goods or services the following information:-

(a) nature of each good or service;

(b) way of advertising;

(c) way of offering it; and

(d) way of signing it.

(3) The producer shall comply with the following standard specifications on goods or services:-

(a) name of the good or service;

(b) country of origin;

(c) name of the producer, trade name, address and trademark;

(d) production and expiry dates;

- (e) conditions of distribution and storage;
- (f) kinds, features, dimensions, weights and ingredients;
- (g) price display;
- (h) services to be performed with reasonable care;
- (i) information about the trader or service to be binding;
- (j) reasonable price to be paid for a service ;
- (k) service to be performed within a reasonable time, if :-
 - i. the contract does not expressly fix the time for the service to be performed, and does not say how it is to be fixed, and
 - ii. the information to be included as a term of the contract does not fix the time either.

(4) A contract shall contain the following specific information-

- (a) description of the applicable business, system, trademark or any other intellectual property owned by the producer or licensed to the producer which is, or may be used in the transaction and the conditions under which they may be used;
- (b) the effect of the termination or expiration of the contract;
- (c) a summary of the terms and conditions relating to termination and renewal of the terms and conditions; and
- (d) the name, identity number, telephone contact number, e-mail address, town of residence, job titles and qualifications of the supplier's officers.

(5) Where the use of the goods may harm the consumer's health and safety, the producer shall attach a guideline indicating the appropriate way of using the product, avoiding and treating if any, potential harms.

(6) Without prejudice to the provision of Regulation 11(2), (3), and (4)(a) the producer shall, as the case may be, state the information required by these Regulations in a clear and legible manner, and such information shall be made in accordance to the

nature of each good and the way of advertising, offering it or signing a contract concerning it, according to Tanzanian standard specifications and such information shall be written:-

- (a) in one or more languages provided that one of them is Kiswahili or English;
- (b) in a way that would be hard to remove; and
- (c) on the good itself, or if not applicable, on labels attached to the good or its container.

Consumer's obligations

12.-(1) A contract to which a consumer is a party shall specify the obligations of the consumer, including the requirement to pay for the goods supplied and services provided under the contract.

(2) A contract shall contain specific information on the use of goods or services and in accordance to-

- (a) available information and instructions; and
- (b) take precautions.

Consumer's duty to notify producer

13. A consumer shall have the duty to notify the producer or any other relevant authority, of the defect of goods or services within fourteen days from the date of purchase.

Matters beyond the control of consumer or producer

14- (1) A consumer or producer shall have a duty to notify the other party of any events which occurs beyond the control of the producer or consumer.

(2) Subject to sub-regulation (1) a producer shall notify the public on occurrence of any event by television, radio, newspaper and any other reasonable means.

(3) Notwithstanding sub-regulation (1) the consumer or producer shall not be required to perform his obligations if the event continues.

(4) A consumer or producer shall fulfill the obligation in accordance with the contract entered between the parties taking into consideration the event beyond his control.

Cooling -off period

15. (1) A consumer shall have the right, at his discretion, to rescind a contract within the period of ten days after the contract is entered into and this right shall be specified in the standard form contract.

(2) A contract shall prohibit the producer from supplying goods or services under the cooling-off period unless the consumer requests for supply of the said goods or services.

(3) A contract shall require the consumer to pay the producer for goods supplied or services rendered in connection with the supply if-

(a) at the request of the consumer, goods are supplied to the consumer during the cooling –off period; and

b) goods are perishable in nature.

PART IV

REGISTRATION OF STANDARD FORM CONTRACTS

Registration of Standard
Form Contracts

16-(1) Any person who uses the standard business terms in a contract shall apply to the Commission for registration within twenty one days before conclusion of the contract.

(2) The applicant under this regulation shall fill SFC Form No. 1 as set out in the First Schedule to these Regulations.

(3) For the purpose of this regulation “applicant” includes any person who submits the contract for registration or review.

Fees

17.-(1) The applicant shall pay a non-refundable initial standard form contract registration fee prescribed in the Second Schedule to these Regulations.

(2) The application referred to under Regulation 16 (1) shall contain the following information:-

(a) the date, name description and address of the applicant;

(b) purpose of the application;

(c) brief statement on the purpose of the contract;

(d) declaration on the statements made; and

(e) three copies of the original draft of the contract.

(3) The Minister may, from time to time, review the fees stated under

Sub-regulation (1).

Endorsement of a contract

18. The Commission shall, upon receipt of the contract endorse:-

- (a) the date and time when it has been received; and
- (b) enter into the register all relevant particulars as may be necessary for registration and review of such contract.

Review of contract

19.- (1) The Division responsible for consumer protection shall, within fourteen days after receiving of a contract, review the contract and advise the Director General on the unfairness of the terms and conditions that may be therein and make recommendations on appropriate measures to be taken by the applicant.,

(2) Without prejudice to sub-regulation (1) the division responsible for consumer protection may recommend corrective measures or actions including removal, amendment, replacement of unfair terms or advise the applicant otherwise.

(3) Without prejudice to Sub-regulations (1) and (2) the Commission within twenty one days shall complete the process.

Registration of contract

20. Subject to Section 36 of the Act any Standard Form Contract shall be registered with the Commission.

Approval or non-approval of standard business terms in a contract

21-(1) The Commission may approve or refuse to approve standard business terms in a contract submitted in accordance with the provisions of these Regulations.

(2) The Commission shall not approve the standard business terms in a contract if it considers that the standard business terms-

- (a) do not meet specific requirements in respect of such contracts; or
- (b) are inconsistency with the provision of the Act or any other written law.

(3) Upon refusal to approve the standard business terms in a contract under sub regulation (2) the Commission shall in writing, within twenty one days, notify the applicant of the refusal and the reasons thereof.

(4) Where the Commission approves the standard business terms in a

contract it shall issue a certificate of approval.

Amendment or replacement of standard business terms of a contract.

22.- Any person who wishes to amend or replace the contract approved by or reviewed by the Commission shall apply to the Commission by filling in SFC Form No.5 as set out in the First Schedule

Offence and penalty

23.- (1) Any person who fails to submit a standard form contract for -

- (a) registration;
- (b) review; or
- (c) amendment or replacement,

commits an offence and, on conviction, is liable to a fine of not less than five hundred thousand shillings and not more than two million shillings.

(2) Where the offence is committed by a body corporate, the body corporate is liable, on conviction, to a fine of not less than three million shillings and not more than five million shillings.

PART V

UNFAIR TERMS IN CONSUMER CONTRACTS

Unfair Terms

24- (1) For the purpose of these Regulations “unfair terms” include contractual terms which:-

- (a) cause a significant imbalance in the parties’ rights and obligations arising under the contract;
- (b) are not reasonably necessary to protect the legitimate interests of the producer; and
- (c) cause financial or non financial detriment to a consumer.

2) Where a specific term or aspect of it in a contract has been individually negotiated, these Regulations shall apply to the rest of the terms in a contract if an overall assessment of it indicates that it is a standard form contract.

Assessment of unfair terms

25-(1) The unfairness of a contractual term shall be assessed by taking into consideration the nature of the goods or services for which the contract was concluded and by referring, at the time of conclusion of the contract, to-

- (a) all the circumstances attending the conclusion of the contract;
- (b) all the other terms of the contract or of another contract on which it is dependent.

(2) The plain language assessment of fairness of a term used by a producer shall not relate to:-

- (a) the definition of the main subject matter of the contract; or
- (b) the adequacy of the price or remuneration, as against the goods or services supplied in exchange.

Language and meaning of the terms

26-(1) A producer shall ensure that any written terms of a contract are expressed in plain language.

(2) Where there is any doubt about the meaning of a written term, the interpretation which is most favourable to the consumer shall prevail.

Effect of unfair term

27-(1) An unfair term in a contract concluded with a consumer by a producer shall be void to the extent of unfair term.

(2) The contract that contains unfair term shall continue to bind the parties if it is capable of continuing in existence after the exclusion of unfair term.

PART VI

COMPLAINTS

Lodging a complaint

28-(1) Any person may lodge a complaint to the Commission, alleging that the other person has acted in a manner inconsistent with the

provisions of the Act and these Regulations.

(2) Any person who lodges the complaint under this regulation shall fill the complaint form SFC 2 prescribed under the First Schedule.

(3) The Commission shall not entertain a complaint if the similar complaint or part of it is pending before any competent authority or was previously determined by any competent authority.

(4) Where the Commission has no jurisdiction to entertain the complaint, the Commission shall, within fourteen days from the date of receipt of that complaint, return it to the complainant and state the reasons thereof.

Determination of complaint

29- (1) Upon receipt of the complaint, the Commission shall notify the producer in manner set out in form SFC 3 of the First Schedule.

(2) The producer shall, within seven days from the date of receipt of the notice under this regulation, reply in a manner set out in form SFC 4 of First Schedule.

(3) The Commission shall determine the complaint within twenty one days from the date of receipt of reply by the producer.

Powers of the Commission in relation to complaints on Unfair terms

30. The Commission shall consider any complaint made to it, and may dismiss any complaint that appears to the Commission to be frivolous or vexatious.

Powers of the Commission to obtain documents and information

31-(1)The Commission shall exercise the power conferred upon it by this regulation for the purposes of-

(a) facilitating its consideration of a complaint that a contract term drawn up for general use is unfair ; or

(b) ascertaining whether a person has complied with a court order regarding, a term in a contract concluded with consumers.

(2) The Commission may require any person to supply to it:-

(a) a copy of any document which that person has used or recommended for use, at the time the notice referred to in sub-regulation (3) is issued, as a pre-formulated standard contract in dealing with consumers; and

(b) information regarding the use, or recommendation for use, by that person of that document or any other document in dealing with consumers.

(3) The powers conferred by this regulation shall be exercised by a notice in writing which shall specify the way in which and the time within which it is to be complied with.

Failure to provide information or to submit document

32. Any person who refuses or fails to provide information or to submit documents requested by Commission within prescribed time commits an offence.

Publication of applications

33. The Commission shall publish details of any application made by the Commission to enforce a previous order made by relevant authority in such form and manner as it consider appropriate.

Appeal

34. Any person aggrieved by the decision of the Commission may, within twenty eight days from the decision, appeal to the Tribunal.

PART VII

GENERAL PROVISIONS

Dissemination of Information by the Commission

35. The Commission may arrange for dissemination of information to the public and advice concerning the operation of these Regulations in such form and manner as it considers appropriate.

Invalid contract

36. Where some standard business terms have not become part of the contract or are invalid, the remainder of the contract shall continue to be valid.

Indicative list of unfair terms

37. The Standard business terms may consist of the following non exhaustive indicative list of unfair terms-

- (a) a provision which provides for an increase in the remuneration for goods or services that are to be supplied within a prescribed period of the conclusion of the contract, except to goods or services supplied in the course of a recurring obligation;
- (b) a provision by which a right of retention of the contractual partner of the producer, in so far as it arises from the same contractual

relationship, is excluded or restricted, by making it subject to recognition by the producer of the existence of defects;

- (c) inappropriately excluding or limiting the legal rights of the consumer *vis a vis* the producer or another party in the event of total or partial non- performance or inadequate performance by the producer of any of the contractual obligations , including the opinion of off -setting a debt owed to the producer against any claim which the consumer may have against him;
- (d) a provision by which the producer is relieved of the statutory requirement to give notice to the other party to perform or to fix a period for performance or supplementary performance by him:
- (e) a provision by which the producer is entitled to receive payment of a penalty in the event of non-acceptance or late acceptance of performance, delay in payment or in the event that the other party withdraws from the contract;
- (f) exclusion or limitation of liability for losses arising out of death, injury to body or health caused by negligent breach of duty by the producer deliberate or negligent breach of duty to his statutory agent or a person employed by him to perform the contract;
- (g) exclusion or limitation of liability for other losses caused by a grossly negligent breach of duty by the producer or a deliberate or grossly negligent breach of duty by a statutory agent of the producer or by a person employed by him to perform the contract;
- (h) a provision which, upon a breach of duty for which the producer is responsible and which does not consist in a defect of the thing sold or the work, excludes or restricts the other party's right to withdraw from the contract;
- (i) claims against the producer are restricted, entirely or with regard to individual elements to a right to supplementary performance, unless the other party is given an express right to claim a price reduction if supplementary performance is successful or, except where the defects liability is in respect of building work, to choose to terminate the contract;
- (j) the producer's obligation to bear the expenditure necessary for supplementary performance, in particular the costs of carriage,

labour and materials, is excluded or restricted;

- (k) the producer makes supplementary performance conditional on the prior payment of the entire price or having regard to the defect, an unreasonably high proportion thereof;
- (l) a provision whereby in sales contracts, contracts for the supply of services or contracts for work a third party assume the rights and obligations of the producer under the contract, unless the provision-
 - (i) specifies the third party by name ; or
 - (ii) gives the other party the right to withdraw from the contract;
- (m) a provision by which the producer imposes on an agent who concludes the contract for the other party-
 - (i) the agent's own liability or duty to perform the contractual obligation without having made an express and separate declaration in that regard; or
 - (ii) where the agent lacks authority;
- (n) a provision by which the producer alters the burden of proof to the detriment of the other party in particular by
 - (i) imposing the burden in respect of circumstances which fall within the scope of the producer's responsibility; or
 - (ii) requiring the other party to acknowledge particular facts although item (i) does not apply to acknowledgements of receipt which are separately signed or bear a separate, qualified electronic signature;
- (o) a provision by which notices or declarations to be given to the producer or third party is subject to a strict requirement than the need for writing or to special requirements with regard to receipt;
- (p) making an agreement binding on the consumer whereas provision of services by the producer is subject to a condition whose realization depends on his own will alone;
- (q) permitting the producer to retain sums paid by the consumer where the latter decides not to conclude or perform the contract, without providing for the consumer a right to receive compensation of an

equivalent amount from the producer where the latter is the party cancelling the contract;

- (r) requiring any consumer who fails to fulfill his obligations to pay a disproportionately high sum in compensation;
- (s) authorizing the producer to dissolve the contract on a discretionary basis where the same facility is not granted to the consumer , or permitting the producer to retain the sums paid for goods or services not yet supplied by him where it is the producer himself who dissolves the contract;
- (t) enabling the producer to terminate a contract of indeterminate duration without reasonable notice except where there are serious grounds of doing so;
- (u) automatically extending a contract of fixed duration where the consumer does not indicate otherwise, when the deadline fixed for the consumer to express his desire not to extend the contract is unreasonably early;
- (v) irrevocably binding the consumer to terms with which he had no real opportunity of becoming acquainted before the conclusion of the contract;
- (w) enabling the producer to alter the terms of the contract unilaterally without a valid reason which is specified in the contract;
- (x) enabling the producer to alter unilaterally without a valid reason any characteristics of the product or service to be provided;
- (y) providing for the price of goods to be determined at the time of delivery or allowing a producer to increase their price without in both cases giving the consumer the corresponding right to cancel the contract if the final price is too high in relation to the price agreed when the contract was concluded;
- (z) giving the producer the right to determine whether the goods or services supplied are in conformity with the contract ,or giving him the exclusive right to interpret any term of the contract;
- (aa) limiting the producer's obligation to respect commitment undertaken by his agents or making his commitments subject to

compliance with a particular formality;

- (bb) obliging the consumer to fulfill all his obligations where the producer does not perform his obligations;
- (cc) giving the producer the possibility of transferring his rights and obligations under the contract , where this may serve to reduce the guarantees for the consumer, without the latter's agreement ;
- (dd) excluding or hindering the consumer's right to take legal action or exercise any other legal remedy, particularly by requiring the consumer to take disputes exclusively to arbitration not covered by legal provisions, unduly restricting the evidence available to him or imposing on him a burden of proof which, according to the applicable law, should lie with another party to the contract;
- (ee) excluding or limiting the legal liability of a producer in the event of the death of a consumer or personal injury to the later resulting from an act or omission of that producer;
- (ff) inappropriately excluding or limiting the legal rights of the consumer *vis a vis* the producer or another party in the event of total or partial non-performance or inadequate performance by the producer of any of the contractual obligations, including the option of offsetting a debt owed to the producer against any claim which the consumer may have against him.

Transition

38. Any person who uses standard form contract before coming into operation of these Regulations shall, within six months, amend terms and conditions of that contract to comply with these Regulations.

39. Any person other than stated under regulation 13 who contravenes the provisions of these Regulations and where there is no specific penalty provided, commits an offence and on conviction is liable to pay a fine of not less than three hundred thousand shillings and not more than five million shillings.

FIRST SCHEDULE

FORMS



FAIR COMPETITION COMMISSION



FCC/SFC No. 1/.....

**THE FAIR COMPETITION COMMISSION STANDARD FORM (CONSUMER
CONTRACTS) REGULATIONS, 2014**

(Made under regulation 16 (2))

REGISTRATION OF STANDARD FORM CONTRACT

(Application Form)

To: The Fair Competition Commission

Application is hereby made for approval of the Standard Form Contract.

This Application shall be accompanied by registration fees prescribed under Regulation 17 (1) and Second Schedule to these Regulations.

1. The Applicant's particulars

i) Name and address

Name of Applicant

Address: Postal

Physical

Telephone:

E-mail address:

ii) Descriptions of the business.....

.....

.....

iii) Address for service of documents

.....

.....

2. Purpose of application (Please tick the appropriate box)

Registration

Amendment

Replacement

3. Standard Form Contract

i) Description of the goods or services to which the standard Form Contract relate

.....

.....

.....

ii) Type of the Standard Form Contract (goods/services)

.....

.....

.....

iii) Benefits of the Contract to Consumer.....
.....
.....
.....

4. Additional information

Name and address of person authorized by Applicant to provide additional information in relation to this application
.....
.....

5. Declaration

I confirm, to the best of my knowledge, that the information given above is true and accurate.

Dated

Signed by/ on behalf of the Applicant

.....

(Signature)

.....

(Full Name)

.....

Position to the company

6. Attachments

- i. Three copies of original Standard Form Contract
- ii. Any other copies of relevant documents (e.g. valid business license,)

7. For Official Use Only:

Commission file Number

Date and time Filed

Received by

Signature and stamp

8. Contact:

The Fair Competition Commission
P. O. Box 7883
Dar es Salaam
Tanzania
Tel: +255 22 2461565
Fax: +255 22 2461 567
Email: info@competition.or.tz
Website: www.competition.or.tz



FAIR COMPETITION COMMISSION



FCC/SFC No. 2/.....

**THE FAIR COMPETITION COMMISSION STANDARD FORM (CONSUMER
CONTRACTS) REGULATIONS, 2014**

(Made under regulation 28(2))

COMPLAINT FORM

1. PARTICULARS

i. Particulars of Complainant

Name of Complainant

Address: Postal

Physical

Telephone:

E-mail address:

Occupation:

ii. Particulars of Producer

Name of Producer

Address: Postal

Physical

Telephone:

E-mail address:

Type of business:

2. NATURE/FACTS OF THE COMPLAINT

(State the facts disclosing the cause of action precisely and concisely)

.....
.....
.....
.....
.....

3. ATTACH SUPPORTING DOCUMENTS (IF ANY)

- i.
- ii.
- iii.
- iv.
- v.

4. ADJUDICATION TO ANY OTHER AUTHORITY

If yes, please give explanation

.....

5. RELIEF (S) SOUGHT

.....
.....
.....

6. DECLARATION

I confirm, to the best of my knowledge, that the information given above is true and accurate.

Dated

Signed by/ on behalf of the Complainant

.....

(Signature)

.....

(Full Name)

7. FOR OFFICIAL USE ONLY

Commission file Number

Date and time Filed

Received by

Signature and stamp

8. CONTACT

The Fair Competition Commission

P. O. Box 7883

Dar es Salaam

Tanzania

Tel: +255 22 2461565

Fax: +255 22 2461 567

Email: info@competition.or.tz

Website: www.competition.or.tz



FAIR COMPETITION COMMISSION



FCC/SFC No. 3/.....

THE FAIR COMPETITION COMMISSION STANDARD FORM (CONSUMER CONTRACTS) REGULATIONS, 2014

(Made under regulation 29(1))

NOTIFICATION ON COMPLAINT FILED WITH THE COMMISSION

To:

You are hereby notified that:-

1. There is a complaint lodged against you on Standard Form Contract, the copy is attached herewith.
2. You are required to submit your defense within fourteen days from the date of receiving this notification
3. This Notice has been issued on

DIRECTOR GENERAL (Signature)

.....

Date

Contact:

The Fair Competition Commission

P. O. Box 7883

Dar es Salaam

Tanzania

Tel: +255 22 2461 565

Fax: +255 22 2461 567

Email: info@competition.or.tz

Website: www.competition.or.tz



FAIR COMPETITION COMMISSION



FCC/SFC No. 4/.....

THE FAIR COMPETITION COMMISSION STANDARD FORM (CONSUMER CONTRACTS) REGULATIONS, 2014

(Made under regulation 29(2))

REPLY TO NOTIFICATION ON COMPLAINT OF THE USE OF UNFAIR TERMS

To. The Fair Competition Commission

1. The Producer's particulars

i) Name and address

Name

Address: Postal

Physical

Telephone:

E-mail address:

Type of business:

ii) Descriptions of the business

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iii) Address for service of documents

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2. Response to the complaint

i. Description of the complaint

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ii. Response to the complaint

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iii. Prayers to the Commission.....

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3. Declaration

I confirm, to the best of my knowledge, that the information given above is true and accurate.

Dated

Signed
.....

(Signature)
.....

(Full Name)
.....

Position to the company

4. For Official Use Only:

Commission file Number

Date Filed

Received by

Signature and stamp

5. Contact:

The Fair Competition Commission

P. O. Box 7883

Dar es Salaam

Tanzania

Tel: +255 22 2461565

Fax: +255 22 2461 567

Email: info@competition.or.tz

Website: www.competition.or.tz



FAIR COMPETITION COMMISSION



FCC/SFC No. 5/.....

THE FAIR COMPETITION COMMISSION STANDARD FORM (CONSUMER CONTRACTS) REGULATIONS, 2014

(Made under Regulation 22)

SUBMISSION OF AMENDMENT/REPLACEMENT OF STANDARD FORM CONTRACTS

Application is hereby made for replacement/amendment and approval of the Standard Form Contracts.

This application shall be accompanied by replacement/amendment fees prescribed under Regulation 17 (1) and Second Schedule to these Regulations.

1. The Applicant's Particulars

i. Name and address

Name of Applicant

Address: Postal

Physical

Telephone:

E-mail address:

Type of business:

ii. Description of the business

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iii. Address for service of documents

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2. Standard Form Contract

i) Description of the previous Standard Form Contracts

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ii) Specify the provisions to be amended /replaced

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iii) Contents of the amended/replaced Standard Form Contract

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iv) Benefit of the contract to Consumer

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3. Additional Information

Name and address of person authorized by Applicant to provide additional information in relation to this application

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4. Declaration

I confirm, to the best of my knowledge, that the information given above is true and accurate.

Dated

Signed by/ on behalf of the Applicant

.....

(Signature)

.....

(Full Name)

.....

Position to the company

5. For Official Use Only:

Commission file Number

Date Filed

Received by

Signature and stamp

6. Contact:

The Fair Competition Commission
P. O. Box 7883
Dar es Salaam
Tanzania
Tel: +255 22 2461565
Fax: +255 22 2461 567
Email: info@competition.or.tz
Website: www.competition.or.tz

SECOND SCHEDULE (Made under Regulation 17(1))

FEES

1) REGISTRATION FEES

The following are charges of the registration fees to be paid once in period of three years in accordance with the capital value.

Capital (Tshs)	fees to be charged
Below -5 million	15,000/=
5.1-10 million	30,000/=
10.1-100million	50,000/=
101-500 million	200,000/=
501million and above	300,000/=

2) REPLACEMENT AND AMENDMENT FEE

The following are charges for replacement and amendment fees per standard form contract in accordance with the capital value.

Capital (Tshs)	fees to be charged
Below -5 million	10,000/=
5.1-10 million	20,000/=
10.1-100 million	40,000/=
101-500 million	100,000/=
501million and above	200,000/= DAR

ES SALAAM

28th July, 2014

ABDALLAH O. KIGODA

Minister of Industry and Trade