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## GENERAL NOTICE

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### NOTICE 850 OF 2014

#### DEPARTMENT OF TRADE AND INDUSTRY

#### DRAFT CONSUMER GOODS AND SERVICES SECTOR CODE OF CONDUCT

#### INVITATION FOR THE PUBLIC TO COMMENT ON THE DRAFT CONSUMER GOODS AND SERVICES SECTOR CODE OF CONDUCT

I, Dr Rob Davies, Minister of Trade and Industry, hereby in terms of Section 120(2)(a) of the Consumer Protection Act, 2008 (Act 68 of 2008) publish the draft Consumer Goods and Services Sector Code of Conduct for broader public comments.

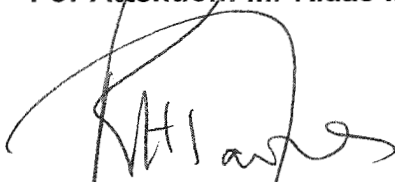
Interested persons may submit written comments on the proposed code of conduct not later than thirty (30) days from the date of publication of this notice to:

**Director-General, Department of Trade and Industry**  
Private Bag X84  
Pretoria  
0001

Or hand deliver to:

77 Meintjies Street  
Block B, 1st Floor  
Sunnyside  
Pretoria

Tel : 012 394 5646  
Fax No: 012 394 6646  
Email : [KMokaba@thedti.gov.za](mailto:KMokaba@thedti.gov.za)  
**For Attention: Mr Klaas Mokaba**



**Dr Rob Davies (MP)**

**Minister of Trade and Industry**

Date: 21/9/2014

## THE CONSUMER GOODS AND SERVICES OMBUD

### THE CONSUMER GOODS AND SERVICE INDUSTRY

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#### CODE OF CONDUCT

The Consumer Goods and Services Ombud

[www.cgso.org.za](http://www.cgso.org.za)

Email: [info@cgso.co.za](mailto:info@cgso.co.za)

Tel: 0860 000 272 (CPA)

Fax: 021 532 2095

The Consumer Goods and Service Industry Code of Conduct and the office of the Consumer Goods and Services Ombud are the Industry Code and Ombud Scheme for the Consumer Goods and Services Industry set up in accordance with and accredited in terms of section 82 (6) of the Consumer Protection Act 68 of 2008.

**CONTENTS****Section A: INTROUDCTION**

1. Preamble ... ..	2
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**Section B: PURPOSE, INTERPRETATION & APPLICATION**

2. Purpose and Objectives ... ..	2
3. Interpretation ... ..	3
4. Application, Scope and Type of Participant ... ..	7

**Section C: CONSUMER AND INDUSTRY AWARENESS**

5. Consumer and Industry Awareness ... ..	8
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**Section D: ESTABLISHMENT AND POWERS OF THE CONSUMER GOODS AND SERVICES OMBUD OFFICE**

6. Establishment and Powers of the Consumer Goods and Services Ombud Office ... ..	10
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**Section E: TERMS OF REFERENCE AND OPERATING PROCEDURES FOR THE CONSUMER GOODS AND SERVICES OMBUD**

7. Introduction: Terms of Reference and Operating Procedures for CGSO ... ..	10
8. Maintaining Independence of the CGSO ... ..	11
9. Functions of the Office of the Consumer Goods and Services Ombud ... ..	11
10. The Office of the Consumer Goods and Services Ombud's Jurisdiction ... ..	14

**Section F: THE COMPLAINTS PROCESS**

11. The Complaints Process ... ..	15
11.1. Stage 1: Laying the Complaint ... ..	15
11.2. Stage 2: Referral to the Office of the CGSO ... ..	15
11.3. Stage 3: Complaint Resolution by the Participant ... ..	17
11.4. Stage 4: Investigation and Complaint Resolution by CGSO ... ..	18

**Section G: CONFIDENTIALITY**

12. Confidentiality ... ..	20
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**Annexures:**

Annexure A: Matters Relating to the Appointment, Tenure and Powers of the Ombudsman	22
Annexure B: Sector Industry Categories ... ..	25
Annexure C: CGSO Complaints Form ... ..	28

## SECTION A

### 1. PREAMBLE

The Consumer Goods and Services Code of Conduct and the office of the Consumer Goods and Services Ombud are the Industry Code and Ombud Scheme for the Consumer Goods and Service Industry set up in accordance with and accredited in terms of section 82 of the Consumer Protection Act 2008 (Act No. 68 of 2008).

The Code and CGSO were established to guide Industry as to what is considered the minimum standards of conduct expected when engaging with Consumers and to assist in resolving Disputes that arise between Consumers and Industry in terms of the CPA.

In light of the Code being recognised under the CPA, the Code shall be enforceable against Consumer Goods and Service Industry Participants.

This Code shall enforceable by the CGSO in line with the Terms of Reference herein

## SECTION B

### 2. PURPOSE AND OBJECTIVES

2.1. The Code for the Industry is an industry code drafted by Industry in line with the draft guidelines issued by the National Consumer Commission (“NCC”).

2.2. The Code regulates interaction between Participants conducting business within the Industry and the Consumer, and provides for an alternative Dispute resolution mechanism as described in section 82 (6) of the CPA should there be a Dispute between Industry and Consumers.

2.3. The Purpose of the Code is to:

- 2.3.1. Raise the standards of conduct in the Industry without endangering the vitality and growth of business;
- 2.3.2. Generate growth in the Industry by increasing the level of certainty for all Participants ;
- 2.3.3. Offer Guidance to Participants in the Industry as to the implementation of and the compliance with the CPA and what constitutes fair business practices to be followed when operating within the Industry;
- 2.3.4. Educate Consumers as to their rights and redress available to them should a Participant breach the CPA or the Code; and
- 2.3.5. Provide for a scheme of alternative dispute resolution as described in section 82 (6) of the CPA.

- 2.4. The Participant within the Industry are required to pursue the objectives as set out in section 3 of the CPA, especially to:
- 2.4.1. Reduce and ameliorate any disadvantages experienced by Consumers in accessing the supply of any Goods and Services;
  - 2.4.2. Promote fair business practices;
  - 2.4.3. Protect Consumers from:
    - 2.4.3.1. Unconscionable, unfair, unreasonable, unjust or otherwise improper trade practices; and
    - 2.4.3.2. Deceptive, misleading, unfair or fraudulent conduct.
  - 2.4.4. Provide for a consistent, accessible and efficient system of consensual resolution of Disputes arising from consumer transactions.
- 2.5. The Code contains reference to certain principles, practices and legislation and for the purposes of application these need to be referred as to their interpretation and application where quoted in the Code.
- 2.6. Conflict that may arise between one or more sets of industry codes and disputes or challenges regarding competencies and/or jurisdictions of the CGSO must be reported to the NCC.

### 3. INTERPRETATION

- 3.1. In this Code, unless inconsistent or otherwise indicated by the context, the following words and expressions will have the meanings set out below:
- 3.1.1. “**Business Day**” means any days from Monday to Friday excluding public holidays in the Republic of South Africa;
  - 3.1.2. “**Board**” means the Board of the CGSO incorporate under the Companies Act 2008 (No.71 of 2008) as an NPC as more fully dealt with in terms of the CGSO’s memorandum of incorporation which can be found on the CGSO’s website;
  - 3.1.3. “**CGSO**” means the Consumer Goods and Services Ombud, a Ombud Scheme set up in accordance with and accredited in terms of section 82 (6) of the CPA which is enforceable against Participants;
  - 3.1.4. “**Code**” means this accredited Industry Code for the Consumer Goods and Services Industry;
  - 3.1.5. “**Complaint**” means an expression of dissatisfaction made by a Consumer to a Participant related to its Goods and/or Services or the complaints-handling process pursued or alternatively embarked on thus far by the Consumer;

- 3.1.6. **“Complainant”** means and Consumer or Consumer’s representative (which may not be a “legal practitioner”), including an accredited, recognised Consumer Protection Group referred to in Section 78 (1) of the CPA, making a Complaint in respect of any Goods or Services provided by the Participant concerned;
- 3.1.7. **“Confidential Information”** has the meaning given to it in terms of Consumer Protection Act Regulations, Regulation 43 (1) as published in Government Gazette 34180 which includes any information containing or consisting of:
- 3.1.7.1. trade secrets;
  - 3.1.7.2. financial, commercial, scientific or technical information, if disclosure of the information is likely to cause harm to the commercial or financial interests of a person; or
  - 3.1.7.3. information supplied in confidence by a person, if the disclosure of the information could reasonably be expected to:
    - 3.1.7.3.1. put that person at a disadvantage in contractual or other negotiations; or
    - 3.1.7.3.2. prejudice that person in commercial competition;
- 3.1.8. **“Consumer”** has the meaning given to it in terms of section 1 of the Consumer Protection Act 2008 (No.68 of 2008);
- 3.1.9. **“Consumer Goods and Services”** means the Goods and Services provided to the Consumers by all Participants within the Industry, including but not limited to Retailers, Suppliers, Wholesalers, Distributors, Manufacturers, Producers, Importers and their agents;
- 3.1.10. **“Consumer Goods and Services Industry”** means all Participants and/or entities including but not limited to Retailers, Suppliers, Wholesalers, Distributors, Manufacturers, Producers and their agents, that provide, market, offer to supply Goods and Services to the Consumer, as more fully described but not limited to in 4.2 below unless excluded in terms of 4.1 and 4.5 hereof;
- 3.1.11. **“Consumer Goods and Service Ombud”** means the office of the Consumer Goods and Services Ombud and shall also be termed **“CGSO”**;
- 3.1.12. **“Consumer Goods and Services Ombudsman”** means the person who:
- 3.1.12.1. is appointed and acts in accordance with *“Matters Relating to the Appointment, Tenure and Powers of the Ombudsman”* as more fully described in Annexure **“A”** hereto; and

- 3.1.12.2. is appointed as Ombudsman and the head of the Office of the CGSO from time to time by the Board.
- 3.1.13. “**Consumer Protection Group**” has the meaning given to it in terms of section 1 of the Consumer Protection Act 2008 (No.68 of 2008);
- 3.1.14. “**CPA**” means the Consumer Protection Act 2008 (No.68 of 2008) the Regulations thereto and any amendments that are effected from time to time;
- 3.1.15. “**Dispute**” means a disagreement, arising from a Complaint submitted to a Participant in relation to Goods and/or Services provided to a Consumer of that Participant, which have not be resolved by the Parties;
- 3.1.16. “**Designated Officer**” means a person responsible for the complaint resolution within the Participant’s organisation as identified by the Participant and communicated to CGSO;
- 3.1.17. “**Distributor**” has the meaning given to it in terms of section 1 of the Consumer Protection Act 2008 (No.68 of 2008);
- 3.1.18. “**Facilitate, Facilitation and Facilitated Settlement**” means a Dispute resolution method in which the Dispute resolver, being the CGSO, communicates its initial position to the Parties and a settlement is sought through making one or more offers or counter offers;
- 3.1.19. “**Goods**” has the meaning given to it in terms of section 1 of the Consumer Protection Act 2008 (No.68 of 2008);
- 3.1.20. “**Importer**” has the meaning given to it in terms of section 1 of the Consumer Protection Act 2008 (No.68 of 2008);
- 3.1.21. “**Industry**” means the Consumer Goods and Services Industry as defined in clause 3.1.10 above and shall have the meaning prescribed therein;
- 3.1.22. “**Internal Complaints-Handling Process**” means a complaints-handling process as adopted by a particular Participant;
- 3.1.23. “**Juristic Person**” has the meaning given to it in terms of section 1 of the Consumer Protection Act 2008 (No.68 of 2008);
- 3.1.24. “**Manufacturer**” means any Participant that makes, fabricates, produce any Good regardless of scale either to a Consumer or any other person operating in the Supply Chain;

- 3.1.25. “**Mediation**” means the active participation of a Dispute resolver, being the CGSO, intended to assist the Parties to identify the issues, to generate options, to consider alternatives and to endeavour to reach an agreement;
- 3.1.26. “**Minister**” has the meaning given to it in terms of section 1 of the Consumer Protection Act 2008 (No.68 of 2008);
- 3.1.27. “**MOI**” means the Memorandum of Incorporation, including the schedules attached thereto, as amended from time to time, under which the office of the CGSO is established and as published on the CGSO’s website;
- 3.1.28. “**Ombud with Jurisdiction**” has the meaning given to it in terms of section 1 of the Consumer Protection Act 2008 (No.68 of 2008);
- 3.1.29. “**Participant**” means any entity operating within the Industry unless expressly excluded by clause 4.1 and 4.5 and is bound by the Code;
- 3.1.30. “**Parties**” means the Consumer and Participant;
- 3.1.31. “**Person**” includes Juristic Person;
- 3.1.32. “**Producer**” has the meaning given to it in terms of section 1 of the Consumer Protection Act 2008 (No.68 of 2008);
- 3.1.33. “**Recommendations**” means a Dispute resolution method in which the Parties are given written suggestions on how factual, legal and other issues should be resolved, on possible outcomes and how they can be achieved;
- 3.1.34. “**Retailer**” has the meaning given to it on terms of section 1 of the Consumer Protection Act 2008 (No.68 of 2008);
- 3.1.35. “**Service**” has the meaning given to it on terms of section 1 of the Consumer Protection Act 2008 (No.68 of 2008);
- 3.1.36. “**Service Provider**” has the meaning given to it on terms of section 1 of the Consumer Protection Act 2008 (No.68 of 2008);
- 3.1.37. “**Supplier**” has the meaning given to it in terms of section 1 of the Consumer Protection Act 2008 (No.68 of 2008);
- 3.1.38. “**Supply Chain**” has the meaning given to it in terms of section 1 of the Consumer Protection Act 2008 (No.68 of 2008);
- 3.2. Unless the context clearly indicates otherwise:



3.2.1. all words and expressions not expressly defined in this Code or as reference in the Code will have such meaning as may be given to them in the CPA barring the definition of Complaint as defined in clause 3.1.5 above;

3.2.2. all references to:

3.2.2.1. a singular noun will be deemed to include the plural and vice versa;

3.2.2.2. a masculine gender will be deemed to include the other genders and vice versa;

3.2.3. the provisions of any law will be deemed to include amendments or substitutions thereof that will be effected from time to time; all section headings and arrangements contained in this Code are intended for reference purposes only and will not affect or be taken into account in the interpretation of any of the paragraphs or sections to which they relate.

#### **4. APPLICATION, SCOPE & TYPE OF PARTICIPANT**

4.1. The Code applies to all Participants in the Industry, including but not limited to, Retailers, Suppliers, Wholesalers, Distributors, Manufacturers, Producers, Importers, intermediaries, logistic and supply chain agents, unless they are regulated elsewhere by a Code prescribed by the Minister in terms of section 82 of the CPA and/or where a complaint falls within the jurisdiction of an Ombud with Jurisdiction, or an industry ombud accredited in terms of section 82 (6) of the CPA.

4.2. This Code will apply to all the Participants in the Industry who produce/supply and/or provide services relating to but not limited to the following products (including the packaging of these goods): food, tobacco and beverages, pet food and pet products, electrical appliances, general merchandise, which includes tools, DIY, sport goods, home-care products, furniture, textiles, building material, hardware supplies, jewellery, cosmetics, toiletries and fragrances, LP Gas, clothing and footwear apparel as well as toys and stationery. A detailed list of Sector Industry Categories is annexed hereto and marked as Annexure "B".

4.3. It is mandatory for all Participants as listed in 4.2 above to comply with the provisions of this Code, to register with the CGSO in accordance with the procedures provided on the CGSO website from time to time, and contribute towards the funding of the CGSO in accordance with the funding model as set out in clause 6.2 below if they wish to operate in the Industry.

4.4. This Code shall not be construed as to diminish a Consumers rights under the CPA or any other law but it shall enhance the Consumers rights to be equivalent to or better than the provisions of the CPA.

- 4.5. This Code excludes motor vehicles, banking and insurance, credit, travel club, education, competition law issues, broadcasting, debt counselling, debt collection, electricity, petroleum, estate agents, leasing, Telecommunications Services as defined in section 1 of the Telecommunications Act 1996 (Act No.103 of 1996) and complaints against the State.

## SECTION C

### 5. CONSUMER AND INDUSTRY AWARENESS

#### 5.1. The Participants under this Code are required to:

- 5.1.1. Establish an effective internal complaints-handling process that is accessible and understandable to all Consumers which includes but is not limited to:
  - 5.1.1.1. process of Internal-Complaints handling;
  - 5.1.1.2. design of the Internal-Complaints handling procedure; and
  - 5.1.1.3. monitoring processes for the internal-complaints procedure and effectiveness.
- 5.1.2. Display prominently on all their trading premises by means of the CGSO decal and on their website, a prescribed notice that states that they are a Participant to this Code and are bound by it.
- 5.1.3. The prescribed Notice must provide Consumers with the contact details of the CGSO.
- 5.1.4. Ensure that a copy of this Code and/or summary hereof and their internal complaint- handling procedure is made available to any Consumer upon request and/or the Consumers are directed as to where to obtain a copy of the Code and/or their internal complaints-handling procedure.
- 5.1.5. Ensure that the relevant staff and agents in their business have adequate knowledge of the CPA and the Regulations issued thereunder, including the Code and their own internal complaints-handling procedure.
- 5.1.6. Ensure, where possible, that they keep proper records of the Complaints that are received with the following details captured:
  - 5.1.6.1. details and nature of the complaint;
  - 5.1.6.2. the business unit, division, branch and/or brand that the Complaint is against;
  - 5.1.6.3. the type of the Complaint;
  - 5.1.6.4. the frequency of the Complaint;

- 5.1.6.5. details of how the Complaint was resolved;
  - 5.1.6.6. the time taken to deal with the Complaint;
  - 5.1.6.7. the type of remedy provided;
  - 5.1.6.8. details of why the Complaint was not resolved;
  - 5.1.6.9. details of potential remedies offered but not accepted by the Consumer; and
  - 5.1.6.10. recording that a Consumer was referred to the CGSO for assistance in resolving Complaint if the Complaint remained unresolved.
- 5.1.7. The data captured in 5.1.6.above shall be used, where possible, to highlight recurring complaints that have arisen and this feedback, where possible, is to be shared with management, staff and Industry in an attempt to continually uphold compliance with the CPA, Code and internal complaint-handling procedures.
- 5.1.8. Provide, where possible, relevant information reasonably required by CGSO and/or the NCC on any aspect of their business for the purposes of assisting in the resolution individual complaints, subject to considerations of confidentiality, as set out under section G of this Code.
- 5.1.9. Endeavour to resolve Complaints and Disputes in accordance with the law, the spirit and provisions of this Code and the CPA as expressed under section B and section 3 respectfully and with regards to their own complaints-handling procedures.
- 5.1.10. Ensure that they, their staff members and their agents refrain from influencing or attempting to influence or harassing the CGSO, staff of the CGSO or any Consumer.
- 5.2. The CGSO will determine a strategy for conducting awareness and education of the Code and the contents thereof by introduction and/or facilitation and/or distribution of information brochures, guidelines and workshops, and guidance regarding compliance particularly aimed at smaller Participants as agreed to and as can reasonably be funded from time to time by the CGSO, which includes the following:
- 5.2.1. the continued expansion of electronic communication through the CGSO website and other social networking sites on which the Code will be displayed;
  - 5.2.2. the continued update of related matters on the Code on the CGSO website;
  - 5.2.3. the facilitation of an induction workshop instructing new employees in the industry from time to time, on the principles and procedures of the Code; and
  - 5.2.4. partnering with the Provisional Consumer Protection Authorities and other relevant bodies on awareness campaigns.

- 5.3. The CGSO will produce annual reports on the implementation and application of the Code. These reports will be made available to all interested parties, including but not limited to Participants and Consumers.
- 5.4. Performance indicators will be developed with reference to the criteria in 5.1.6 and 5.3 above and implemented as a means of measuring the Code's effectiveness.
- 5.5. The application of the Code will be reviewed annually by the Board to ensure that the standards of the Code meet identified objectives and the current consumer expectations are effective. The review will be made available to the NCC and the Minister.

#### **Section D**

### **6. ESTABLISHMENT AND POWERS OF THE CONSUMER GOODS AND SERVICES OMBUD OFFICE**

- 6.1. The CGSO shall adhere to the Terms of Reference of this Code as provided for in section E below.
- 6.2. Sustainable Funding Model
- 6.2.1. Participants in the Industry shall contribute to the funding of the running of the CGSO by means of the payment of a joining fee and an annual levy and (if necessary) a special levy, as shall be determined from time to time by the Board of the CGSO.
- 6.2.2. In determining the joining fee, annual levy and special levy, the Board may have regard to the relative market share of the Participants, the anticipated number of complaints to be dealt with by the CGSO annually and the costs of running the CGSO, with a view to ensuring that the operations of the CGSO is sustainable and effective.
- 6.2.3. A special levy may be raised when deemed necessary by the Board to provide for un-anticipated expenditure incurred by the CGSO due to the increased caseloads or any other reason acceptable to the Board.
- 6.2.4. The Board shall from time to time determine the scale of fees to be charged to any entity which falls outside of the CGSO's jurisdiction and with which the CGSO has entered into an agreement to render dispute resolution services;
- 6.2.5. The mechanisms for calculating the fees and levies and the current level of these for Participants shall be published on the CGSO website.
- 6.2.6. The CGSO may be entitled to take legal action to recover any outstanding fees or levies owed by either a Participant.

### 6.3. Complaints-Handling Procedure

- 6.3.1. The Ombudsman shall ensure the complaints-handling process is running effectively at all times, as outlined in section F below.

## SECTION E

### 7. INTRODUCTION: TERMS OF REFERENCE AND OPERATING PROCEDURE FOR CGSO

- 7.1. The terms of reference seek to establish the appropriate operating procedures so as to ensure the objects of the preamble are met for the benefit of the consumer community at large.
- 7.2. In doing so, these operating procedures are aimed at:
- 7.2.1. describing the manner in which the CGSO operates;
  - 7.2.2. assisting staff members of the CGSO to carry out their duties; and
  - 7.2.3. ensuring that Complaints are timely dealt with, both consistently and effectively.
- 7.3. The CGSO may enter into an agreement with any person for the performance of any specific act or function or the rendering of specific services in resolving a Dispute or carrying out its functions.
- 7.4. The CGSO and any member of the CGSO staff may not be subpoenaed to testify in court by either of the Parties to a Dispute considered by the CGSO.

### 8. MAINTAINING THE INDEPENDENCE OF THE CGSO

- 8.1. The CGSO may engage in resolutions and Disputes arising within the Industry.
- 8.2. The CGSO is controlled by the Board. The Board is appointed in accordance with the provisions of the MOI and the composition of the board shall be done in terms of the MOI.
- 8.3. The Ombudsman acts independently and objectively in resolving Disputes and is not influenced by anybody in making his or her decisions. The Ombudsman enjoys security of tenure and can only be dismissed in accordance with fair administrative procedures provided for by the Promotion of Administrative Justice Act 2000 (Act No.2 of 2000) on the grounds of incompetence, gross misconduct, or inability to effectively carry out his or her duties.

8.4. The independence of the CGSO and the Ombudsman is further assured by the fact that the Ombudsman and employees of CGSO are:

- 8.4.1. entirely responsible for the handling and determination of complaints;
- 8.4.2. accountable only to the Board; and
- 8.4.3. adequately resourced to carry out their respective functions.

8.5. The CGSO shall:

- 8.5.1. act honestly, independently and objectively;
- 8.5.2. have regard to fairness, justice, equity and the provisions of the CPA and the Code;
- 8.5.3. balance the rights of the Consumers on the one hand and the rights of the Participant and Industry on the other hand; and
- 8.5.4. avoid discriminating against anyone on the grounds contemplated in section 9 (3) of the Constitution of the Republic of South Africa 1996 (Act No.108 of 1996) and section 8 of the CPA.

8.6. The criteria to be used in resolving Disputes includes:

- 8.6.1. the law, especially the CPA and the Code (in all cases where there is a conflict between the interpretation of the CPA and the Code, the CPA shall prevail);
- 8.6.2. applicable industry codes, guidelines;
- 8.6.3. fairness in all circumstances.

## **9. FUNCTIONS OF THE OFFICE OF THE CONSUMER GOODS AND SERVICES OMBUD**

9.1. Included in the CGSO's functions is the obligation to enforce the Code by:

- 9.1.1. upon receipt of a Complaint, investigating and evaluating alleged contraventions of the Code;
- 9.1.2. attempting to facilitate a settlement between the Parties;
- 9.1.3. making a recommendation as to how the Dispute should be settled by the Parties;
- 9.1.4. at the request of a Party to a Dispute, recording the resolution of Dispute in the form of an order in terms of section 70 (3)(a) of the CPA;
- 9.1.5. with the consent of a Complainant, including the consent order an award of damages to the Complainant in terms of section 70 (4) of the CPA;
- 9.1.6. at the request and the cost of a Party to a Dispute, submitting the order to the Tribunal or High Court to be made a consent order, in terms of its rules and of section 70 (3)(b) of the CPA;
- 9.1.7. terminating the process by notice to the Parties in terms of Section 70 (2) of the CPA;
- 9.1.8. educating the general public, Consumers, Participants, staff of Participants and any other interested parties regarding the existence of the CGSO, its procedures and time periods, remedies available, where and how to lay a Complaint and how to obtain feedback on the status of the Complaint;

- 9.1.9. providing access to information in accordance with the Promotion of Access to Information Act 2000 (Act No.2 of 2000); and
- 9.1.10. striving for continual improvement of the complaints-handling process and the quality of the service, by amongst other things, regularly determining the levels of satisfaction of Complainants with the complaints-handling process.

9.2. In particular, the CGSO shall:

- 9.2.1. receive and deal with Complaints and Disputes relating to the Code or CPA by a Consumer against a Participant or their agent free of charge;
- 9.2.2. determine whether or not a complaint falls within the CGSO's jurisdiction;
- 9.2.3. decline to deal with or discontinue dealing with those matters:
  - 9.2.3.1. that do not fall within the CGSO's jurisdiction; or
  - 9.2.3.2. in which the Complainant has failed to response to requests from the CGSO for information or comments within the time reasonably stipulated by the CGSO; or
  - 9.2.3.3. in which the Complaint is trivial, frivolous or vexatious; or
  - 9.2.3.4. in which the Complaint does not allege any facts which, if true, would constitute grounds for a remedy under the Code or CPA; or
  - 9.2.3.5. in which there does not appear to be a reasonable prospect of the matter settling or of the CGSO eventually making a Recommendation in favour of the Complainant for whatever reason; and issue a letter of non-referral.
- 9.2.4. refer Complaint's that would more appropriately be dealt with by another body;
- 9.2.5. explore any reasonable prospect of resolving a Complaint by a facilitated settlement acceptable to both Parties and, where appropriate, make a suggestion or Recommendation to the Parties regarding how the matter should be settled, in order to resolve a Complaint speedily;
- 9.2.6. request a Participant or their agent involved in a Complaint or Dispute to provide any relevant information to the CGSO which in the view of the CGSO relates to that Complaint and its necessary resolution;
- 9.2.7. set down and on good cause shown extend a time limit for any aspect of these procedures after giving due regard to any objection from either of the Parties and the urgency of a matter and circumstances affecting section 3 (1)(b) of the CPA vulnerable group category Consumers; inform Complainants of further options available to them if their Complaints are not resolved following the assistance provided by the CGSO;
- 9.2.8. report any non-compliance with the CPA or Code by a Participant or their agent to the NCC, in order for it to investigate the allegations;
- 9.2.9. report any influencing or attempting to influence or harassing the Ombudsman or the staff of the CGSO or any Consumer by a Participant or their staff members and/or their agents to the NCC;
- 9.2.10. compile an annual report within 6 (six) months of the close of its financial year regarding the operations and effectiveness of the CGSO and make the

report available to stakeholders, including the NCC, through the CGSO website and other suitable means. This report must include data regarding:

- 9.2.10.1. complaint type;
  - 9.2.10.2. business complained about;
  - 9.2.10.3. the type and frequency of the Complaint;
  - 9.2.10.4. how the Complaint was resolved;
  - 9.2.10.5. time taken to deal with Complaints;
  - 9.2.10.6. type of sanction(s) imposed; and
  - 9.2.10.7. financial statements and audit reports.
- 9.2.11. collect data about the origins and cause of the Complaints, identify systematic and recurring problems which Participants need to address; make recommendations to the Participants as to how to deal with these as well as identify ways of increasing compliance;
- 9.2.12. produce annual reports on the operations and effectiveness of the Code, which shall be made readily available to all stakeholders and interested Parties. The reports should provide important feedback for management and staff within the Industry or continually improve compliance with the CPA;
- 9.2.13. address each Complaint in an equitable, objective and unbiased manner through the complaints handling process;
- 9.2.14. engage the services of an interpreter for Consumers who may require such assistance as and when required;
- 9.2.15. classify and analyse all Complaints in order to identify systematic, recurring and single incidents and trends;
- 9.2.16. nothing contained in this document precludes the CGSO from developing internal rules, forms and procedures that are not in conflict with the provisions of the Code or CPA.

## **10. THE OFFICE OF THE CONSUMER GOODS AND SERVICES OMBUD'S JURISDICTION**

### **10.1. Eligible Complainants**

10.1.1. Subject to 10.3 below, the CGSO may consider a Complaint brought by or on behalf of the Consumer who is:

- 10.1.1.1. a private individual; or
- 10.1.1.2. a juristic person.

### **10.2. The CGSO can deal with:**

- 10.2.1. Disputes arising in terms of the Code between Complainants on the one hand and Participants on the other hand; and/or
- 10.2.2. Complaints concerning alleged contraventions of the CPA or the Code.

### **10.3. Limits to the CGSO's jurisdiction**



- 10.3.1. *Amounts Involved*: In line with the threshold (limit) determined by the Minister under section 5(2) of the CPA, the CGSO may not consider a Complaint or Dispute that relates to a Juristic person as a Consumer whose asset value or annual turnover equals or exceeds the threshold amount determined from time to time by the Minister in terms of section 6 (1) of the CPA.
- 10.3.2. *Time Limit*: The CGSO may not consider a Complaint or Dispute that relates to an act or omission which occurred before 1 April 2011 or in any event more than 12 (twelve) months or, at the discretion of the Ombudsman, a maximum of 18 (eighteen) months prior to the date when the Complaint was lodged with the CGSO in order to ensure that such claims do not become prescribed by law. The period of 12 (twelve) months commences on the date on which the Complainant became aware or ought reasonably to have become aware of such occurrence, whichever occurs first. If the Complaint or Dispute is older than 12 (twelve) months, the CGSO should advise the Complainant to approach the NCC directly.
- 10.3.3. *Other Processes*: After a preliminary assessment of the Complaint or at any stage during the process that any of the factors referred to below become apparent, the CGSO shall not further consider a Complaint or Dispute that in the opinion of the Ombudsman:
- 10.3.3.1. fall within the jurisdiction of any other Ombud with Jurisdiction as per its enabling legislation; or
  - 10.3.3.2. is based on the same event and facts as any matter which is, was, or becomes, the subject of any proceedings in any court, tribunal or regulatory body or any Ombud with Jurisdiction of any jurisdiction, unless the CGSO has considered it appropriate to intervene and is not prohibited from doing so under any law; or
  - 10.3.3.3. could more appropriately be dealt with by the police, a court of law, by any regulatory body or through any other Dispute resolution process.
- 10.3.4. *Excluded*: After a preliminary assessment of the Complaint or at any stage during the process that any of the factors referred to below becomes apparent, the CGSO shall not further consider a complaint or Dispute that in the opinion of the Ombudsman:
- 10.3.4.1. is being pursued in an unreasonable, frivolous, vexatious, offensive, threatening or abusive manner or the Complainant fails to co-operate with the process;
  - 10.3.4.2. does not alleged any facts which, if true, would constitute grounds for a remedy under the Code or CPA;
  - 10.3.4.3. is lacking in substantive merit;
  - 10.3.4.4. has been substantially dealt with by the CGSO;
  - 10.3.4.5. is based on the same events and facts as any matter which is, was or becomes, the subject of any proceedings in any court or other independent Dispute-resolving body;
  - 10.3.4.6. is under consideration by a legal practitioner on behalf of a Consumer, whether or not with a view to institute legal proceedings, unless the

Ombudsman determines that the involvement of a legal practitioner is appropriate in the circumstances.

- 10.3.5. *Termination by the Complainant:* A Complainant may at any time terminate the CGSO's handling of the Complaint and resort to litigation or another Dispute resolution process by withdrawing the Complaint in writing to the CGSO.

## SECTION F

### 11. THE COMPLAINTS PROCESS

#### STAGE 1: LAYING THE COMPLAINT

##### 11.1. Referral to Participant

- 11.1.1. *Refer Complaint:* A Complainant who is dissatisfied with Good and/or Services that he or she has received from a Participant must first refer the matter in Dispute to the Participant or its centralised Dispute resolution mechanism, where available, in accordance with the Participant's internal complaints-handling process, however, should the Consumer initiate his or her Complaint at the CGSO, without referring to the Participant first, the CGSO shall refer the Consumer back to the Participant.

- 11.1.2. *Time Limits for Complaining:* The Complainant must refer the Complaint to the Participant as soon as practically possible after the Complainant has become aware of it as contemplated in clause 10.3.2 above.

#### STAGE 2: REFERRAL TO THE OFFICE OF THE CONSUMER GOODS AND SERVICES OMBUD

##### 11.2. Complaining to the CGSO

- 11.2.1. *Referral to CGSO:* A Complainant who referred a Complaint to the Participant concerned, and who is dissatisfied with the manner in which the Participant is dealing with it, or how it has been dealt with, or the outcomes thereof, may refer the Complaint to the CGSO, for example, in the form or format adopted by the CGSO as presented in Annexure "C". The Complaint may be submitted by hand; mail; fax, email of any other format acceptable to the CGSO at the following addresses:

- 11.2.1.1. *Physical Address:* Association House, Bond Street Business Park, cnr Bond Street and Kent Avenue, Ferndale, Randburg; or  
11.2.1.2. *PO Box:* 168 Randburg, 2125; or  
11.2.1.3. *Fax:* 086 206 1999; or  
11.2.1.4. *Email:* [info@cgso.org.za](mailto:info@cgso.org.za)

- 11.2.2. *Time Limits for Complaining*: The Complainant must refer the Complaint to the CGSO as soon as is reasonably possible and within the time limits specified in clause 10.3.2
- 11.2.3. *Acceptance of Complaint*: The Complaint shall be recorded with the supporting information and unique identifiable code. The record of the initial Complaint should identify the remedy sought by the Complainant and any other information necessary for the effective handling of the complaint. Receipt of each Complaint should be acknowledged to the Complainant within 2 (two) business days either via email, fax or phone call.
- 11.2.4. *Initial Assessment of the Complaint*: After receipt, each Complaint should be initially assessed to ascertain whether it falls within the jurisdiction of the CGSO and in terms of severity, safety implications, complexity, impact and the need and the possibility of immediate action.
- 11.2.5. *Time Limits of Complaint Resolution*: The CGSO shall make every effort to resolve all complaints within 60 (sixty) business days of receipt by it, failing which it will refer the Complaint to the NCC or motivate to the NCC for an extension of this time limit.
- 11.2.6. *Tracking the Complaint*: The Complaint should be tracked from the initial receipt through the entire process until the matter has been finalised by CGSO or the Consumer has been referred to the NCC or elsewhere. An up-to-date status should be made available to the Complainant upon request and at regular intervals, at least at the time of pre-set deadlines.
- 11.2.7. *Processing of Complaint: Referral*:
- 11.2.7.1. when the CGSO receives a Complaint that **does not fall within the CGSO's jurisdiction**, the CGSO shall decide which other body (including the NCC), if any, would be best able to assist the Complainant and shall inform the Complainant either by fax, telephone or email;
  - 11.2.7.2. the discretion to refer the Complaint to alternative bodies, Ombud with Jurisdiction or any other institute rests with the CGSO. If it decides to do so, the CGSO will refer the matter to the alternative body, Ombud with Jurisdiction or institute, and give the Complainant a copy of the referral letter which it send to such alternative body, Ombud with Jurisdiction or institution;
  - 11.2.7.3. if the Complaint or Dispute is one that appears to fall **within the CGSO's jurisdiction** and the Complainant **has not taken the matter up directly with the Participant or its centralised Dispute resolution mechanism if available as a first step in trying to resolve the matter**, the CGSO must advise the complainant to refer the matter to the Participant, to give the Participant the opportunity to resolve the Complaint. Alternatively, the CGSO may directly refer the matter to the Participant with the permission of the Complainant;

- 11.2.7.4. any Complainant who is advised to refer the matter to the Participant must be inform that he or she can again approach the CGSO if the Complaint is not satisfactorily resolved;
- 11.2.7.5. if it would, in the CGSO's opinion, with particular reference to the section 3 (1)(b) of the CPA (vulnerable consumers), cause a Complainant undue hardship or inconvenience to refer to the Participant before obtaining the CGSO's assistance, the CGSO may deal with the Complaint as if the Complainant has approached the Participant;
- 11.2.7.6. if the Complaint or Dispute is one that appears to fall **within the CGSO's jurisdiction** and the Complainant **has already taken up the matter with the Participant**, the CGSO shall inform the Designated Officer, in writing, that a Complaint has been lodged with the CGSO and that the Participant shall have 15 (fifteen) Business Days from receipt of the communication to investigate and attempt to resolve the Dispute with the Complainant or to provide its reasons for repudiating the Complaint. If the Participant is unable to resolve the Complaint within the period for reasons such as on-going technical testing, internal enquiries within the Participant's organisation or reliance on information that was not initially readily available to the Participant, the Participant may, at the discretion of the CGSO, be permitted additional time to resolve the matter;
- 11.2.7.7. the CGSO may refer a Complainant to either the Retailer or Manufacturer, or both, as the CGSO deems appropriate in the circumstances;
- 11.2.7.8. once the decision has been made to refer the Complaint, it must be referred to the relevant body, Ombud with Jurisdiction or institution within (two) Business Days of it being received by the CGSO;
- 11.2.7.9. the CGSO will provide the Participant concerned with full details of the Complaint, including copies of the relevant documentation submitted to CGSO, to the extent the CGSO considers it necessary, by fax or email;
- 11.2.7.10. the CGSO shall keep track of all the Complaints it refers to the Participant, so that all of the Complaints are addressed;
- 11.2.7.11. the Participant must acknowledge receipt of the notification within 2 (two) Business Days and may do so by letter delivered by hand, fax or email;
- 11.2.7.12. Complainants should be addressed promptly in accordance with their urgency; the Complaint should be treated with courtesy and be kept informed of the Progress of their Complaint through the complaints-handling process; and
- 11.2.7.13. The CGSO shall adopt a customer-focused approach and be open to feedback including Complaints, and show commitment to resolving Complaints by its actions.

**STAGE 3: COMPLAINT RESOLUTION BY THE PARTICIPANT****11.3. Intervention by the Participant**

- 11.3.1. If a Complainant is referred to a Participant by the CGSO in terms of clause 11.2.7.6 above, the Participant shall:
- 11.3.1.1. contact the Complainant to clarify any issue, to ascertain the essence of the Complaint and to attempt to settle the Complaint to the reasonable satisfaction of the Complainant;
  - 11.3.1.2. if able to resolve the Complaint, provide CGSO with reasonable proof that the Complaint has been settled and that any undertaking made by the Participant has been complied with;
  - 11.3.1.3. undertake any investigation that is necessary; the level of investigation should commensurate with the seriousness, frequency of occurrence and severity of the Complaint;
  - 11.3.1.4. if the Participant is unable to resolve the Complaint referred to it by the CGSO in terms of clause 11.2.7.6, provide the CGSO with a report outlining the investigation that it undertook and the reasons that the matter was not resolved and its reasons for repudiating the Complaint;
  - 11.3.1.5. if the CGSO is of the view that the Participant has provided the assistance sought by the Complainant or provided an acceptable explanation for its conduct complained of, the CGSO may inform the Complainant of this fact and indicate that the file will be closed unless the Complainant challenges the view, or provides new information to CGSO within 10 (ten) Business Days;
  - 11.3.1.6. during the times set in terms of clause 11.2.7.6 above, the CGSO may facilitate a settlement between the Participant and the Complainant if the CGSO considers that it would be appropriate and helpful to do so.

**STAGE 4: INVESTIGATION AND COMPLAINT RESOLUTION BY CGSO****11.4. Investigation by the CGSO**

- 11.4.1. The CGSO may, if it decides that it requires these for the purpose of arriving at the resolution of a matter:
- 11.4.1.1. require the Participant where reasonably possible, through its Designated Official, to provide it with records of the transaction or process that gave rise to the Dispute, including:
    - 11.4.1.1.1. sales records;
    - 11.4.1.1.2. advertising copy;
    - 11.4.1.1.3. inspection or repair records.
  - 11.4.1.2. require, through the Participant's Designated Officer, a statement from any technical, legal, sales, marketing, complaints-handling and other personnel working on behalf of the Participant, as appropriate to the Complaint;

- 11.4.1.3. require comment or clarification from either the Complainant or the Participant (both Retailer and Manufacturer if considered appropriate) on any other matter, including information provided by the other Party;
- 11.4.1.4. require the Complainant or Participant, whichever is appropriate, to provide it with the product to which the Complaint or Dispute relates for inspection or testing, if the product is still available;
- 11.4.1.5. the CGSO may consult any person it considers suitably qualified to assist it in resolving the Complaint;
- 11.4.1.6. the Complainant or the Participant must make every effort to comply with the requests made by the Ombudsman with 7 (seven) Business Days unless good cause can be shown.

11.5. Facilitation by the CGSO

- 11.5.1. The CGSO may, in order to settle a Complaint speedily, make an assessment of its merits without taking an investigation and suggest to the Parties how the matter should be settled.
- 11.5.2. The CGSO may, after collecting relevant records and information, form an initial view on the matter with respect to the Participant's potential liability and the remedies, if any; it believes the Complainant is entitled to. The Possible outcomes include:
  - 11.5.2.1. resolving the matter as requested by the Complainant;
  - 11.5.2.2. providing some but not all of the remedies requested; or
  - 11.5.2.3. providing none of the remedies requested and advising the Complainant of other options available to the Complainant.
- 11.5.3. The CGSO shall communicate its view to the Participant and to the Complainant as soon as the decision is taken and invite their responses;
- 11.5.4. The Participant and the Complainant must advise the CGSO in writing within 10 (ten) Business Days of receiving the said communication as to whether they accept the terms of the recommendation or not;
- 11.5.5. If the matter is resolved as a result of both Parties to the Dispute accepting the CGSO's proposed resolution or the CGSO's assistance in arriving at a mutually acceptable compromise settlement, the resolution must be recorded and carried out. The CGSO may at the request of a Party to a Dispute record the resolution of the Dispute in the form of an order in terms of section 70 (3)(a) of the CPA;
- 11.5.6. If a resolution is not agreed upon at this stage, the CGSO shall inform the Parties of further options available to them, including a recommendation by the Ombudsman.

11.6. Mediation by CGSO

- 11.6.1. The CGSO may, in its discretion, mediate any matter that the Ombudsman believes is appropriate for mediation, taking into consideration the wishes of the Parties and the nature of the Complaint, without undertaking an

investigation. The involvement of legal representatives shall not be permitted except at the discretion of the mediator.

11.7. Recommendation by Ombudsman

- 11.7.1. The Ombudsman may, in any case where a matter has not been settled through facilitation, make a written recommendation setting out how the matter should be resolved and the reasons for the Recommendation. Where the matter has been referred to both the Retailer and Manufacturer, the Recommendation should state which of the two, if either, the Ombudsman consider to be liable;
- 11.7.2. Prior to making a Recommendation and subject to the considerations of Confidentiality, the Ombudsman shall, to the extent considered appropriate, permit each of the Parties to comment on the information provided to the CGSO by the other during the investigation or Facilitation stage;
- 11.7.3. The Participant and the Complainant must advise the Ombudsman in writing advise the Ombudsman in writing within 10 (ten) Business Days from receiving the Recommendation whether they accept the terms of the recommendation or not;
- 11.7.4. Neither a Complainant or Participant shall be bound to accept a Recommendation made by the Ombudsman, but if a Participant does not accept a Recommendation that has been accepted by the Complainant, the number of those cases and those details thereof that the Ombudsman considers appropriate shall be published in the CGSO's annual report and by other means that the Ombudsman considers appropriate;
- 11.7.5. If the Complainant rejects the Recommendation or fails to respond within the time limit set in 11.7.3, the Recommendation will fall away and the file may be closed;
- 11.7.6. If the matter is resolved as a result of both Parties to the Dispute accepting the Ombudsman Recommendation, the CGSO may, at the request of a Party to the Dispute, record the resolution of the Dispute in the form of an order in terms of section 70 (3)(a) of the CPA;
- 11.7.7. If both Parties accept the terms of the Recommendation, they must comply with its provisions within the period of time prescribed in the Recommendation. If either Party fails to comply, the CGSO shall inform the Parties of further options available to them, including a referral to the NCC or Tribunal, and the recording of the resolution of the Dispute in the form of an order and having made an order an order of court or the institution of legal proceedings, both of the last two mentioned options are at the Parties' own expense;
- 11.7.8. If a resolution is not agreed upon at this stage or if a Party fails to comply, the CGSO shall inform the Parties of the further options available to them, including a referral to the NCC and the institution of legal proceedings at the Parties' own expense, if so advised.

## SECTION G

### 12. CONFIDENTIALITY

- 12.1. Subject to any other law, personally identifiable information should be kept confidential and protected, except to the extent that is necessary to provide to a Party for the sole purpose of resolving a Dispute, unless disclosure is required by law, or consent for disclosure is obtained from the Party concerned.
- 12.2. If any Party to a Complaint supplies information to the CGSO and requests, in writing that it be treated as Confidential Information, the CGSO shall determine whether the information should be treated as Confidential Information.
- 12.3. If the CGSO determines that the information should be treated as Confidential Information, the CGSO may nevertheless use the information to reach a decision adverse to the Party whom the Confidential Information is denied.
- 12.4. If the CGSO determines the information should not be treated as Confidential Information, the CGSO shall inform the Party that requested the information be treated as Confidential Information that the CGSO is not entitled to use the information to reach a decision adverse to the Party to whom the Confidential Information is denied, unless the objecting Party consents to that information being provided to the other Party.
- 12.5. Subject to clause 12.1 -12.2, as far as it is practical and at the sole discretion of the CGSO, all documentation should be provided to both Parties to a Dispute. However, it is not necessary for all the documents and information used by the CGSO to be provided to both Parties as long as the CGSO provides written reasons clearly indicating that the documents or information are available on request.



**Annexure A****MATTERS RELATING TO THE APPOINTMENT, TENURE AND POWERS OF THE OMBUDSMAN****1. Appointment of the Ombudsman**

- 1.1. The Board will be responsible to appoint the Ombudsman whom is expected to have the following personal qualities, qualifications, skills or expertise to be eligible for appointment:
  - 1.1.1. be a person of recognised knowledge, judgement and objectivity;
  - 1.1.2. a fit and proper person who is honest and has impeccable integrity to his or her character;
  - 1.1.3. must demonstrate high levels of competency, capability and financial soundness;
  - 1.1.4. sound leadership qualities;
  - 1.1.5. able to manage and lead a service-driven organisation;
  - 1.1.6. have at least 10 (ten) years of experience in a senior executive role relating to alternative Dispute or ombudsman office;
  - 1.1.7. be legally qualified and be admitted as an Attorney or Advocate; and/or
  - 1.1.8. be qualified and experienced in economics, commerce and industry and public affairs.
- 1.2. To ensure the independence of the CGSO from the Consumer's perspective, no person who has worked for a Participant or a wholly-owned subsidiary of the Participant, which is subject to the jurisdiction of the CGSO within a 3 (three) year period prior to applying for the post of Ombudsman, may be appointed.
- 1.3. No person who has any direct or indirect business interest with, or who shares in, any Participant or wholly-owned subsidiary of a Participant, which falls under the jurisdiction of the CGSO, may be appointed as Ombudsman.
- 1.4. The Process for the appointment of the Ombudsman shall be conducted in an open and transparent manner.
  - 1.4.1. the Board shall appoint a special sub-committee for the Ombudsman's recruitment process. This sub-committee will be called the "Recruitment Committee". The Recruitment Committee shall be composed of the chairperson, one industry representative, one consumer body representative and one association representative.
  - 1.4.2. The Recruitment Committee shall advertise the position of Ombudsman in at least two national newspapers. A short list of the most suitable candidates will be compiled and interviewed by the Recruitment Committee. Once the Recruitment Committee has made a decision on the most suitable candidate it shall make a fully motivated recommendation in this regard in writing to the

Board. The Board will make then final decision on the appointment of the candidate on a majority vote.

- 1.4.3. The Ombudsman will be required to sign an employment contract stating the terms of his or her employment and same will be subject to performance reviews.
- 1.5. The Ombudsman will be appointed for a fixed period of 3 (three) years. Once this 3 (three) year term has ended, the Ombudsman will be eligible for reappointment for a further 3 (three) years by majority vote of the Board. Should the Board decide to extend the Ombudsman's term for a further 3 (three) years, then no formal recruitment and application process needs to be followed. The decision as to whether or not to reappoint the Ombudsman must be communicated in writing to the Ombudsman at least 1 (one) year prior to the term of his or her office ending. Notwithstanding the aforementioned, the Ombudsman may not serve a joint term longer than 6 (six) years.
- 1.6. To ensure that the Ombudsman can carry out the required powers, functions and duties of the CGSO without fear of retribution he or she enjoys security of tenure and may only be dismissed in accordance with the provisions of clause 8.3 of the Code.
- 1.7. Any decision to dismiss the Ombudsman must be taken by majority vote of the Board and the dismissal procedure must comply clause 8.3 of the Code.
- 1.8. The Ombudsman will declare in writing to the Board should there be any actual or perceived conflict of interest which may exist or arise after or at the time of his or her appointment. This will include, but not limited to, instances where an immediate family member such as parent, sibling or children of the Ombudsman are in the permanent employ of, or have business interests with a Participant or a wholly-owned subsidiary of a Participant falling under the Jurisdiction of the CGSO.
- 1.9. There shall at all times be 1 (one) Ombudsman. If requested by the Ombudsman, the Board shall be entitled to appoint a deputy Ombudsman. The appointment and election of the deputy Ombudsman will take place by majority vote of the Board.
- 1.10. The Ombudsman may resign by giving (sixty) days written notice to the Board.

## 2. POWERS OF THE OMBUDSMAN

- 2.1. The Ombudsman is vested with the authority to enter into legal acts on behalf of the CGSO and only the Ombudsman is vested with the authority to make Recommendations relating to Complaints and Disputes.
- 2.2. The Ombudsman shall have the overall responsibility for the conduct of the day-to-day administration and business of the CGSO. In this regard the Ombudsman shall appoint employees and determine their terms and conditions of employment. The Ombudsman shall do anything that is necessary and expedient for the running of the CGSO including issuing guidelines for the implementation and application of rules.
- 2.3. The Ombudsman shall be vested with the power to do what is necessary to give effect to the primary objectives of the CGSO. These powers will be exercised in accordance with the Terms of Reference and procedures determined by the Board and approved by the Minister. More particularly:
- 2.3.1. prepare and submit to the Board an annual report detailing the activities and finances of the CGSO for the year under review;
  - 2.3.2. prepare and submit reports to the Board on current matters and activities;
  - 2.3.3. promote and publicise the services provided by the CGSO through the media and consumer bodies;
  - 2.3.4. identify and bring to the attention of the Participants undesirable practices to which a Participant might be a party, and to report to the Board such matters where the Participant is unable or unwilling to remedy the undesirable practices.
  - 2.3.5. appoint personnel to ensure the efficient management of complaints;
  - 2.3.6. enter into agreements of purchase and sale and letting and hiring of property reasonably required for the purpose of the functioning of the CGSO;
  - 2.3.7. open bank and other accounts necessary for the CGSO to perform its obligations;
  - 2.3.8. make recommendations to the Board for any necessary amendments to the Code and MOI of the CGSO.
    - 2.3.8.1. any amendments to the Code as accepted the Board shall be forwarded onto the, to enable the NCC to act in terms of section 82 (5)(c) of the CPA.

**Annexure B****Sector Industry Categories**

- Wholesale and commission trade, except for motor vehicles and motorcycles
- Wholesale trade in food, beverages and tobacco
- Wholesale trade in textiles, clothing and footwear
- Wholesale trade in household and furniture requisites and appliances
- Wholesale trade in books and stationery
- Wholesale trade in precious stones, jewellery and silverware
- Wholesale trade in pharmaceutical, toiletries, cosmetics
- Wholesale trade in construction material, hardware, plumbing and heating equipment
- Wholesale trade in solid, liquid and gaseous fuels and related products
- Office machinery and equipment including computers
- General wholesale trade

- All Retail trade, except for motor vehicles and motorcycles
- Retail in non-specified stores with food, beverage and tobacco dominating
- Retail trade in fresh fruit and vegetables
- Retail trade in meat and meat products
- Retail trade in bakery products
- Retail trade in beverages (bottle stores)
- Other Retail trade in food, beverages and tobacco not elsewhere classified
- Retail trade of non-prescribed medicine and pharmaceutical products other than by pharmacists
- Retail trade in mens' and boys' clothing
- Retail trade in ladies' and girls' clothing
- Retail trade in general outfitters and by dealers in piece goods, textile, leather and travel accessories
- Retail trade in shoes
- Retail trade in household furniture appliances, articles and equipment
- Retail trade in cosmetics, toiletries and fragrances
- Retail trade in hardware, paints and glass
- Retail trade in reading matter and stationery
- Retail trade in jewellery, watches and clocks
- Retail trade in sport goods and entertainment requisites
- Retail trade by other specified stores
- Retail trade in second-hand goods in store
- Specified retail trade in prescribed pharmaceutical, medical and orthopaedic goods
- Retail trade via mail order, online shopping and internet
- Retail trade via stalls and markets
- Other retail trade not in stores
- Repair of personal and household goods
- Restaurant, bars, canteens and other suppliers of prepared food
- Quick Service Restaurant
- Fast Food Service Providers

- Manufacturing trade, except for motor vehicles and motorcycles
- Manufacturing trade in non-specified stores with food, beverage and tobacco dominating
- Manufacturing trade in fresh fruit and vegetables
- Manufacturing trade in frozen fruits and vegetables
- Manufacturing trade in bakery products
- Manufacturing trade in beverages (bottle stores)
- Manufacturing trade in food, beverages and tobacco not elsewhere classified
- Manufacturing trade of non-prescribed medicine and pharmaceutical products other than pharmacists
- Manufacturing trade in mens' and boy' clothing
- Manufacturing trade in ladies' and girls' clothing
- Manufacturing trade in general outfitters and by dealers in piece goods, textile, leather and travel accessories
- Manufacturing trade in shoes
- Manufacturing trade in pesticides
- Manufacturing trade in car care
- Manufacturing trade in household furniture appliances, articles and equipment
- Manufacturing trade in hardware, paints and glass
- Manufacturing trade in reading matter and stationery
- Manufacturing trade in jewellery, watches and clocks
- Manufacturing trade in sport goods and entertainment requisites
- Manufacturing trade by other specified stores

- Distribution trade, except for motor vehicles and motorcycles
- Distributing trade in non-specified stores with food, beverage and tobacco dominating
- Distributing trade in fresh fruit and vegetables
- Distributing trade in frozen fruits and vegetables
- Distributing trade in bakery products
- Distributing trade in beverages (bottle stores)
- Distributing trade in food, beverages and tobacco not elsewhere classified
- Distributing trade of non-prescribed medicine and pharmaceutical products other than pharmacists
- Distributing trade in mens' and boys' clothing
- Distributing trade in ladies' and girls' clothing
- Distributing trade in general outfitters and by dealers in piece goods, textile, leather and travel accessories
- Distributing trade in shoes
- Distributing trade in pesticides
- Distributing trade in car care
- Distributing trade in household furniture appliances, articles and equipment
- Distributing trade in hardware, paints and glass
- Distributing trade in reading matter and stationery
- Distributing trade in jewellery, watches and clocks
- Distributing trade in sport goods and entertainment requisites

- Distributing trade by other specified stores

- Trade Service Provide in respect of Gyms, health and training centres
- Trade Service Providers as an Electrician or electrical retail provider
- Trade Service Providers as a Plumber or plumbing retail provider

**Annexure C****CGSO COMPLAINTS FORM****1. Record Information**

Contact Method:	
Reference:	
Agent:	
Date:	
Time:	
Status:	
Voiced:	
Category	
Sub- category:	
Other:	

**2. Consumer Information**

Title:	
First Name:	
Surname:	
Identification Number:	
Cell Number:	
Work:	
Home:	
Fax:	
Email:	
Postal Address:	
Physical Address:	

**3. Previous Complaint**

Previous Reference:	
Previous Complaint	

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#### 4. Company/Participant Details

Supplier Company:	
Company not listed:	
Company Address:	

#### 5. Details of Complaint

Details of Complaint:	
Nature of Complaint:	
Products available for collection/inspection	
Details of steps taken to resolve Complaint:	

#### 6. Documents

List of documents relevant to the Complaint	



**7. Miscellaneous**

What outcome is proposed for this Complaint:	
Record History	