No. S 64

CONSTITUTION OF BRUNEI DARUSSALAM
(Order made under Article 83(3))

CONSUMER PROTECTION (FAIR TRADING) ORDER, 2011

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CONSTITUTION OF BRUNEI DARUSSALAM
(Order made under Article 83(3))

CONSUMER PROTECTION (FAIR TRADING) ORDER, 2011

In exercise of the power conferred by Article 83(3) of the Constitution of Brunei Darussalam, His Majesty the Sultan and Yang Di-Pertuan hereby makes the following Order —

Citation, commencement and long title.

1. (1) This Order may be cited as the Consumer Protection (Fair Trading) Order, 2011 and shall commence on 1st. day of January, 2012.

(2) The long title of this Order is "An Order to protect consumers against unfair practices and for matters connected therewith".

Interpretation.

2. (1) In this Order, unless the context otherwise requires —

"consumer" means an individual who, otherwise than exclusively in the course of business —

(a) receives or has the right to receive goods or services from a supplier; or

(b) has a legal obligation to pay a supplier for goods or services that have been or are to be supplied to another individual;

"consumer transaction" means —

(a) the supply of goods or services by a supplier to a consumer as a result of a purchase, lease, gift, contest or other arrangement; or

(b) an agreement between a supplier and a consumer, as a result of a purchase, lease, gift, contest or other arrangement, in which the supplier is to supply goods or services to the consumer or to another consumer specified in the agreement,

but does not include any transaction specified in the First Schedule;

"goods" means —

(a) any personal property, whether tangible or intangible, and includes —

(i) chattels that are attached or intended to be attached to real property on or after delivery; and

(ii) credit, including credit extended solely on the security of land;

(b) any residential property; or

(c) a voucher;

"hire-purchase agreement" has the same meaning as in the Hire-Purchase Order, 2006 (S 44/2006);

"material fact" means any information that a supplier knows or ought reasonably to know would affect the decision of a consumer to enter into a consumer transaction;

"Minister" means the Minister responsible for the administration of this Order;

"motor vehicle" has the same meaning as in section 2 of the Road Traffic Act (Chapter 68);

"motor vehicle dealer" means a supplier of motor vehicles;

"motor vehicle sale contract" means a contract between a consumer and a motor vehicle dealer for the sale of a motor vehicle to the consumer;

"residential property" means any house, unit or other premises which is permitted to be used pursuant to any written law as a dwelling-house and any such house, unit or other premises which is in the course of being constructed;

"services" includes —

(a) a service offered or provided that involves the addition to or maintenance, repair or alteration of goods or any residential property;

(b) a membership in any club or organisation if the club or organisation is a business formed to make a profit for its owners;

(c) the right to use time share accommodation under a time share contract;

"Small Claims Tribunal" means a Small Claims Tribunal constituted under section 3 of the Small Claims Tribunal Order, 2006 (S 81/2006);

"specified body" means any person or body appointed under section 8(10);

"supplier" means a person who, in the course of the person's business —

(a) provides goods or services to consumers;

(b) manufactures, assembles or produces goods;

(c) promotes the use or purchase of goods or services; or

(d) receives or is entitled to receive money or other consideration as a result of the provision of goods or services to consumers,

and includes any employee or agent of the person, and the word "supply", with its grammatical variations and cognate expressions, shall have corresponding meanings;

"time share accommodation" means any living accommodation, in Brunei Darussalam or elsewhere, used or intended to be used (wholly or partly) for leisure purposes by a class of persons all of whom have rights to use, or participate in arrangements under which they may use, that accommodation or accommodation within a pool of accommodation to which that accommodation belongs;

"time share contract" means a contract which confers or purports to confer on an individual time share rights that are exercisable during a period of not less than 3 years;

"time share related contract" means a contract to assist a consumer to dispose of his time share rights conferred under a time share contract;

"time share rights" means rights to use time share accommodation for a specified or ascertainable period, but does not include rights under a contract of employment or an insurance policy;

"unfair practice" means an unfair practice within the meaning of section 4;

"unit", in relation to any land, means a part of the land consisting of any space of any shape situated on or above the surface of the land, or below the surface of the land to the extent that any buildings or related structures occupy the subsoil, or partly in one such situation and partly in another or others, all the dimensions of which are limited, and that is designed for separate ownership;

"voucher" means any document that purports to give the holder of the document the right to obtain goods or a service or the right to obtain goods or a service at a discounted or reduced price.

(2) An individual who holds himself out as acting exclusively in the course of business shall be treated as acting exclusively in the course of business for the purpose of the definition of "consumer" in subsection (1).

Application.

3. This Order shall not apply unless —

(a) the supplier or consumer is resident in Brunei Darussalam; or

(b) the offer or acceptance relating to the consumer transaction is made in or is sent from Brunei Darussalam.

Meaning of unfair practice.

4. It is an unfair practice for a supplier, in relation to a consumer transaction —

(a) to do or say anything, or omit to do or say anything, if as a result a consumer might reasonably be deceived or misled;

(b) to make a false claim;

(c) to take advantage of a consumer if the supplier knows or ought reasonably to know that the consumer —

(i) is not in a position to protect his own interests; or

(ii) is not reasonably able to understand the character, nature, language or effect of the transaction or any matter related to the transaction; or

(d) without limiting the generality of paragraphs *(a)*, *(b)* and *(c)*, to do anything specified in the Second Schedule.

Circumstances surrounding unfair paractice.

5. (1) An unfair practice may occur before, during or after a consumer transaction.

(2) An unfair practice may consist of a single act or omission.

(3) In determining whether or not a person has engaged in an unfair practice —

(a) the reasonableness of the actions of that person in those circumstances is to be considered; and

(b) an act or omission by an employee or agent of a person is deemed also to be an act or omission of the person if the act or omission occurred in the course of —

(i) the employee's employment with the person; or

(ii) the agent exercising the powers or performing the duties on behalf of the person within the scope of the agent's actual or apparent authority.

Consumer's right to sue for unfair practice.

6. (1) A consumer who has entered a consumer transaction involving an unfair practice may commence an action in a court of competent jurisdiction against the supplier.

(2) The right to commence an action under subsection (1) shall not apply where —

(a) the amount of the claim exceeds the prescribed limit; or

(b) there is no claim for money, and the remedy or relief sought in the action is in respect of a subject-matter the value of which exceeds the prescribed limit.

(3) For the purposes of subsection (2)*(a)*, where the amount claimed consists of a balance not exceeding the prescribed limit after set-off of any amount claimed or recoverable by the supplier from the consumer, being a set-off admitted by the consumer in the particulars of his claim, the amount of the claim shall not be taken to exceed the prescribed limit.

(4) For the purposes of subsection (2)*(b)*, where the subject-matter in an action is a residential property, its value shall be —

(a) the annual value of the immovable property based on market value;

(b) the annual rent, or 12 times the monthly rent, payable by the tenant in respect of the immovable property (if this value is lower than the value in paragraph *(a)*); or

(c) if the annual value, annual rent or monthly rent cannot be ascertained, one-tenth of the last transacted price.

(5) Where the amount of a claim in an action under subsection (1) exceeds the prescribed limit, the consumer may abandon the excess and thereafter —

(a) the amount of the claim shall be deemed to be within the prescribed limit;

(b) the consumer shall not recover in that action an amount exceeding the prescribed limit; and

(c) an order of the court in relation to that action shall be in full discharge of all demands in respect of that cause of action.

(6) The prescribed limit referred to in this section shall be $10,000 or such other amount as the Minister may, by order in the *Gazette*, prescribe.

(7) Any party to an action in a court under subsection (1) may, at any time, apply to that court to stay the proceedings so far as the proceedings relate to an unfair practice in respect of which an application has been made under section 9 against the same supplier.

(8) The court to which an application under subsection (7) has been made may, if the court is satisfied that the determination in respect of the application under section 9 will be material to the action under subsection (1), make an order, upon such terms as the court thinks fit, staying the proceedings so far as the proceedings relate to that unfair practice.

(9) Where no party to the proceedings has taken any further step in the proceedings for a period of 2 or more years after an order staying the proceedings has been made, the court may, on its own motion, make an order discontinuing the proceedings without prejudice to the right of any of the parties to apply for the discontinued proceedings to be reinstated.

Jurisdiction and powers of courts.

7. (1) Notwithstanding section 5(1) of the Small Claims Tribunals Order, 2006 (S 81/2006), a Small Claims Tribunal shall have jurisdiction to hear and determine —

(a) any action under section 6(1) insofar as the action relates to an unfair practice involving a relevant contract;

(b) any action under section 8(6), (7) or (8) insofar as the action relates to an undertaking in respect of an unfair practice involving a relevant contract;

(c) any action under any regulations made under section 10 insofar as the action relates to a relevant contract, a time share contract or a time share related contract;

(d) any action under any provisions specified under section 20(2)*(j)*, insofar as the action relates to a relevant contract; or

(e) any action insofar as it relates to a deposit paid in relation to or in contemplation of a motor vehicle sale contract.

(2) In subsection (1), "relevant contract" means a contract referred to in section 5(1)*(a)* (contract for the sale of goods or the provision of services) of the Small Claims Tribunals Order, 2006 (S 81/2006), and does not include a hire-purchase agreement or sale of immovable property.

(3) For the avoidance of doubt, subsections (2) to (4) of section 5 of the Small Claims Tribunals Order, 2006 (S 81/2006) shall apply, with the necessary modifications, to a Small Claims Tribunal exercising the jurisdiction conferred by subsection (1).

(4) For the purposes of determining whether an action under section 6(1) exceeds the Intermediate Court limit under the Intermediate Courts Act (Chapter 162) or the Court of a Magistrate limit under the Subordinate Courts Act (Chapter 6), such an action shall be deemed to be a claim founded on contract.

(5) Without prejudice to any other powers of the court to grant relief, a court (other than a Small Claims Tribunal) may in any proceedings where the court finds that a supplier has engaged in an unfair practice —

(a) order restitution of any money, property or other consideration given or furnished by the consumer;

(b) award the consumer damages in the amount of any loss or damage suffered by the consumer as a result of the unfair practice;

(c) make an order of specific performance against the supplier;

(d) make an order directing the supplier to repair goods or provide parts for goods; or

(e) make an order varying the contract between the supplier and the consumer.

(6) For the avoidance of doubt, in an action under section 6(1) before a Small Claims Tribunal, the Tribunal may make orders pursuant to the provisions of the Small Claims Tribunals Order, 2006 (S 81/2006).

(7) Notwithstanding subsections (5) and (6), the court shall not grant any relief in respect of any goods or services intended for business use in an action under section 6(1).

(8) For the purposes of subsection (7), the court may apportion the use of goods and services between business use and non-business use as the court considers just and equitable in the circumstances of the case (notwithstanding that the goods or services are indivisible) and grant relief only in respect of the portion of goods and services so attributed with non-business use.

(9) For the purposes of subsections (7) and (8) and section 16, goods or services intended for business use shall include —

(a) goods or services (as the case may be) that the consumer intends to re-sell in the course of his business; and

(b) goods that the consumer intends to use up or transform, in the course of his business, in a process of production or manufacturing or in repairing or treating other goods or fixtures,

and "business use" and "non-business use" shall be construed accordingly.

(10) Where the court finds that an unfair practice has occurred, the court shall, in making an order in an action under section 6(1), have regard to whether or not the consumer made a reasonable effort to —

(a) minimise any loss or damage resulting from the unfair practice; and

(b) resolve the dispute with the supplier before commencing the action.

Voluntary compliance agreement.

8. (1) Where there are reasonable grounds for believing that a supplier has engaged, is engaging or is likely to engage in an unfair practice, a specified body may invite the supplier to enter into a voluntary compliance agreement.

(2) The voluntary compliance agreement shall —

(a) be in writing; and

(b) include an undertaking that the supplier will not engage in the unfair practice.

(3) Subject to subsection (5), the specified body may (with the agreement of the supplier) include in a voluntary compliance agreement all or any of the following undertakings by the supplier —

(a) to compensate any consumer who has suffered loss or damage as a result of an unfair practice;

(b) to reimburse any specified body for any costs or expenses incurred by it;

(c) to publicise the voluntary compliance agreement,

in such manner or upon such terms as specified in the undertakings.

(4) Subject to subsection (5), the specified body may (after entering into a voluntary compliance agreement and with the agreement of the supplier) —

(a) vary the terms of any undertaking included in the voluntary compliance agreement; or

(b) include, in the voluntary compliance agreement, additional undertakings referred to in subsection (3).

(5) No undertaking referred to in subsection (3)*(a)* shall be included in a voluntary compliance agreement or varied after its inclusion, except at the request of the consumer to whom the undertaking relates.

(6) Where a supplier fails to comply with any undertaking referred to in subsection (3)*(a)*, the consumer may recover the compensation specified in the undertaking as a civil debt due to the consumer.

(7) Where a supplier fails to comply with any undertaking referred to in subsection (3)*(b)*, the specified body may recover the reimbursement specified in the undertaking as a civil debt due to the specified body.

(8) Where a supplier fails to comply with any undertaking referred to in subsection (3)*(c)*, the specified body may publicise the voluntary compliance agreement in accordance with the undertaking and recover the costs and expenses so incurred from the supplier as a civil debt due to the specified body.

(9) Unless otherwise provided in the voluntary compliance agreement, recovery of compensation or reimbursement (as the case may be) under a voluntary compliance agreement or under subsection (6), (7) or (8) shall bar all further actions to recover any loss, damage, costs or expenses to which the undertaking so enforced relates.

(10) The Minister may, with the approval of His Majesty the Sultan and Yang Di-Pertuan, appoint any person or body as a specified body for the purposes of this Order, by notification in the *Gazette.*

Declaration or injunction.

9. (1) Where a supplier has engaged, is engaging or is likely to engage in an unfair practice, the High Court may, on the application of a specified body —

(a) make a declaration that the practice engaged in or about to be engaged in by the supplier is an unfair practice;

(b) grant an injunction restraining the supplier from engaging in the unfair practice; and

(c) if the Court grants relief under paragraph *(a)* or *(b)*, make a further order requiring the supplier to advertise to the public in a manner that will ensure prompt and reasonable communication to consumers, on any terms or conditions the Court considers reasonable and just, particulars of any declaration or injunction granted against the supplier under paragraph *(a)* or *(b)*.

(2) Where an application is made to the High Court for the grant of a declaration or an injunction under subsection (1), the power of the Court to grant the declaration or injunction may be exercised —

(a) if the Court is satisfied that the supplier has engaged in the unfair practice, whether or not it appears to the Court that the supplier intends to engage again, or to continue to engage, in the unfair practice; or

(b) if it appears to the Court that, in the event that a declaration or an injunction is not granted, it is likely that the supplier will engage in the unfair practice, whether or not the supplier has previously engaged in the unfair practice and whether or not there is any likelihood of irreparable harm to any consumer or class of consumers if the supplier engages in the unfair practice.

(3) Where an application is made to the High Court for an injunction under subsection (1), the Court may (pending determination of the application) grant an interim injunction restraining the supplier from engaging in the unfair practice, if the Court is of the opinion that it is desirable to do so —

(a) whether or not it appears to the Court that the supplier intends to engage again, or to continue to engage, in the unfair practice; or

(b) whether or not the supplier has previously engaged in the unfair practice and whether or not there is any likelihood of irreparable harm to any consumer or class of consumers if the supplier engages in the unfair practice.

(4) If a practice of the supplier has been declared or permanently enjoined by the High Court as being an unfair practice under this section, the order shall be, in any other civil proceedings involving the supplier except an appeal from the order, conclusive proof that the practice in question is an unfair practice.

(5) Where a specified body makes an application to the High Court for the grant of a declaration or an injunction under subsection (1) or for an interim injunction under subsection (3), the Court may order the specified body to furnish security for costs in any amount that the Court considers proper.

Right to cancel certain contracts within cancellation period.

10. (1) The Minister may make regulations prescribing that a consumer who, in relation to a consumer transaction, has entered into a contract falling within any class of contracts specified in the regulations may cancel the contract within a cancellation period specified in the regulations.

(2) For the purposes of this section, the Minister may make regulations prescribing —

(a) the manner in which notices of cancellation may be properly given;

(b) any notice that the supplier must give to the consumer and the manner in which such notice may be properly given;

(c) the rights and obligations of parties to a contract cancelled pursuant to regulations made under this section, or any other contract entered into for the purposes of the cancelled contract, including the amount or value of any deposit, security, goods or compensation recoverable in an action arising from the cancellation; and

(d) the effect of cancellation pursuant to regulations made under this section on any rights the parties to the contract may otherwise have.

Limitation period.

11. (1) No action under section 6 shall be commenced later than 2 years from —

(a) the date of the occurrence of the last material event on which the action is based; or

(b) the earliest date on which the consumer had knowledge that the supplier had engaged in the unfair practice to which the action relates, including —

(i) in the case of an unfair practice referred to in section 4*(a)* or *(b)* or involving any representation, act or omission that is false, deceptive or misleading, knowledge that the representation, act or omission is false, deceptive or misleading; and

(ii) in the case of an unfair practice referred to in section 4*(c)* or involving taking advantage of the consumer, knowledge that the supplier had taken advantage of him,

whichever occurs later.

(2) No action under section 8(6), (7) or (8) shall be commenced later than one year from the date of the failure to comply with the undertaking sought to be enforced.

(3) No action under section 9 shall be commenced later than 2 years —

(a) from the date of the occurrence of the last material event on which the action is based; or

(b) where the specified body alleges in the action that the supplier has engaged in an unfair practice in respect of any consumer, from the earliest date on which that consumer had knowledge that the supplier had engaged in the alleged unfair practice, as provided in subsection (1)*(b)*,

whichever occurs later.

(4) No action under any regulations made under section 10 shall be commenced later than one year from the date of the cancellation of the contract.

(5) Knowledge that any representation, act or omission did or did not, as a matter of law, involve an unfair practice is irrelevant for the purposes of subsection (1)*(b)*.

(6) For the purposes of subsection (1)*(b)*, a consumer's knowledge includes knowledge which he might reasonably have been expected to acquire from facts —

(a) observable or ascertainable by him; or

(b) ascertainable by him with the help of appropriate expert advice which it is reasonable for him to seek.

(7) A consumer shall not be taken by virtue of subsection (6) to have knowledge of a fact ascertainable only with the help of expert advice so long as he has taken all reasonable steps to obtain (and, where appropriate, to act on) that advice.

(8) The Limitation Act (Chapter 14) shall apply (with the necessary modifications, including the modifications set out in the Third Schedule) to actions referred to in this section as if such actions were actions for which a period of limitation is prescribed in Part II of the Limitation Act.

No contracting out.

12. (1) The provisions of this Order shall prevail notwithstanding any agreement to the contrary and any term contained in a contract is void, if and to the extent that it is inconsistent with the provisions of this Order.

(2) Any waiver or release given of any right, benefit or protection conferred under this Order shall be void.

(3) Subsections (1) and (2) shall not apply to any release made by a person in settlement of a dispute.

Rights transferred.

13. Where, other than in the course of business, an individual, as heir or assignee of a consumer, receives goods or services, that individual has the same rights as the consumer to seek and obtain redress from the supplier under this Order.

Preservation of other rights or remedies.

14. (1) Subject to subsection (2), nothing in this Order shall restrict, limit or derogate from any right or remedy that a consumer may have apart from this Order.

(2) Subsection (1) shall have effect subject to any provision to the contrary in any regulations made under section 10 or 20.

Exemption from liability for publishers.

15. A person who, on behalf of a supplier, prints, publishes, distributes, broadcasts or telecasts an advertisement in good faith and in the ordinary course of his business shall not be liable under this Order in respect of any statement, representation or omission in that advertisement.

Parol evidence rule abolished.

16. (1) Notwithstanding sections 91 and 92 of the Evidence Act (Chapter 108), parol or extrinsic evidence establishing the existence of an express warranty is admissible in any action relating to a consumer transaction between a consumer and a supplier even though it adds to, varies or contradicts a written contract.

(2) Subsection (1) shall not be applicable to establish the existence of any express warranty in respect of goods or services intended for business use.

Interpretation of documents.

17. If a consumer and a supplier enter into a consumer transaction and —

(a) all or any part of the transaction or contract is evidenced by a document provided by the supplier; and

(b) a provision of the document is ambiguous,

the provision must be interpreted against the supplier.

Burden of proof.

18. (1) If, in any proceedings taken in any court between a consumer and a supplier in relation to a consumer transaction, any dispute arises as to whether the supplier has complied with any specified requirement of this Order or the regulations made thereunder, the burden of proving that the supplier has so complied shall be on the supplier.

(2) The Minister may, by regulations, specify the requirements of this Order or the regulations made thereunder to which subsection (1) shall apply.

This section shall not affect any other rule of law that places a burden of proof on the supplier.

Amendment of Schedules.

19. The Minister may, with the approval of His Majesty the Sultan and Yang Di-Pertuan and by order published in the *Gazette*, amend the Schedules.

Regulations.

20. (1) The Minister may, with the approval of His Majesty the Sultan and Yang Di-Pertuan, make such regulations which are necessary or expedient for giving effect to and carrying out the provisions of this Order, including the prescription of any fees or other thing required to be or which may be prescribed under this Order, and for the due administration thereof.

(2) Without prejudice to the generality of subsection (1), the Minister may make regulations —

(a) exempting any class of supplier or any class of goods or services or transactions from the application of this Order or any provision of this Order, and imposing conditions for that exemption;

(b) modifying the application of any provision of this Order to any class of supplier or any class of goods or services or transactions;

(c) controlling or prohibiting any practice in relation to any consumer transaction;

(d) prescribing information or notices that must be provided to consumers by suppliers with respect to any consumer transaction;

(e) prescribing the form or terms of contracts to be used in any consumer transaction and any information to be contained therein;

(f) requiring suppliers to maintain books, accounts (including trust accounts) or records in relation to any consumer transaction, and prescribing the form and mode of keeping such books, accounts and records;

(g) prescribing or adopting, with or without modification, codes, standards or rules governing the conduct of suppliers engaged in any consumer transaction;

(h) prescribing the rights and obligations of parties in relation to a consumer transaction involving any practice regulated under this Order or any regulations made thereunder, including the right to sue for the purpose of enforcing such rights or obligations in circumstances specified therein;

(i) specifying limitation periods for any action under this Order or any regulations made thereunder;

(j) specifying, for the purposes of section 7(1)*(d)*, actions under provisions in any regulations made under this section;

(k) modifying the application of section 6(2), in relation to any class of supplier or any class of goods or services or transactions, where multiple actions involving the same unfair practice are commenced under section 6(1) by the same consumer.

FIRST SCHEDULE (section 2)

EXCLUDED TRANSACTIONS

1. The term "consumer transaction" does not include any of the following transactions —

(a) acquisition of an estate or interest in any immovable property (but not including any lease of residential property granted in consideration of rent or any time share contract);

(b) (for the avoidance of doubt) service provided under a contract of employment; or

(c) any transaction or activity that is regulated under any written law specified in paragraph 2.

2. The following Acts and Orders are specified for the purposes of paragraph 1*(c)* —

the Anti Money-Laundering Act (Chapter 209);
the Autoriti Monetari Brunei Darussalam Order, 2010 (S 103/2010);
the Banking Order, 2006 (S 45/2006);
the Coin (Import and Export) Act (Chapter 33);
the Contracts Act (Chapter 106);
the Criminal Conduct (Recovery of Proceeds) Order, 2000 (S 52/2000);
the Finance Companies Act (Chapter 89);
the Fisheries Act (Chapter 61);
the Halal Certificate and Halal Label Order, 2005 (S 39/2005);
the Halal Meat Act (Chapter 183);
the Hire-Purchase Order, 2006 (S 44/2006);
the Insurance Order, 2006 (S 48/2006);
the International Business Companies Order, 2000 (S 56/2000);
the International Insurance and Takaful Order, 2002 (S 43/2002);
the International Limited Partnership Order, 2000 (S 45/2000);
the International Trusts Order, 2000 (S 55/2000);
the Islamic Banking Order, 2008 (S 96/2008);
the Money-Changing and Remittance Act (Chapter 174);

FIRST SCHEDULE — *Continued*

the Moneylenders Act (Chapter 62);
the Motor Vehicles Insurance (Third Party Risks) Act (Chapter 90);
the Mutual Funds Order, 2001 (S 18/2001);
the Pawnbrokers Order, 2002 (S 60/2002);
the Securities Order, 2001 (S 31/2001);
the Small Claims Tribunal Order, 2006 (S 81/2006);
the Takaful Order, 2008 (S 100/2008);

SECOND SCHEDULE (section 4*(d)*)

SPECIFIC UNFAIR PRACTICES

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

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

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

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

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

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

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

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

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

SECOND SCHEDULE — *Continued*

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

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

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

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

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

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

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

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

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

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

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

THIRD SCHEDULE (section 11(8))

MODIFICATIONS TO PROVISIONS OF LIMITATION ACT

1. In the case of an action under section 6, section 32(1) of the Limitation Act (Chapter 14) shall be replaced by the following subsection —

"(1) If, on the date from which the period of limitation begins to run, the person to whom an action under section 6 of the Consumer Protection (Fair Trading) Order, 2011 accrued was under a disability, the action may be brought at any time before the expiration of one year from the date when the person ceased to be under a disability or died, whichever event first occurred, notwithstanding that the period of limitation has expired.".

2. In the case of an action under section 8(6), section 32(1) of the Limitation Act (Chapter 14) shall be replaced by the following subsection —

"(1) If, on the date from which the period of limitation begins to run, the person to whom an action under section 8(6) of the Consumer Protection (Fair Trading) Order, 2011 accrued was under a disability, the action may be brought at any time before the expiration of one year from the date when the person ceased to be under a disability or died, whichever event first occurred, notwithstanding that the period of limitation has expired.".

3. In the case of an action under any regulations made under section 10, section 32(1) of the Limitation Act (Chapter 14) shall be replaced by the following subsection —

"(1) If, on the date from which the period of limitation begins to run, the person to whom an action under any regulations made under section 10 of the Consumer Protection (Fair Trading) Order, 2011 accrued was under a disability, the action may be brought at any time before the expiration of 2 years from the date when the person ceased to be under a disability or died, whichever event first occurred, notwithstanding that the period of limitation has expired.".

4. Sections 19 and 20 of the Limitation Act (Chapter 14) shall not apply to actions under this Order.

Made this 14th. day of Zulkaedah, 1432 Hijriah corresponding to the 12th. day of October, 2011 at Our Istana Nurul Iman, Bandar Seri Begawan, Brunei Darussalam.

HIS MAJESTY
THE SULTAN AND YANG DI-PERTUAN
BRUNEI DARUSSALAM