



The Fair Trading Commission
Seychelles



MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding between the Fair Trading Commission and the Financial Services Authority.

1. This Memorandum of Understanding between the Financial Services Authority hereinafter referred to as FSA and the Fair Trading Commission hereinafter referred to as FTC (both are referred to collectively as the "Parties"), is done with the aim of promoting cooperation in the enforcement of consumer protection, aiming to create favourable conditions for the development of mutual relations, based on the principles of equality and mutual benefit.
 - 1.1 This memorandum of understanding provides a framework for communication, cooperation and coordination between FTC and FSA so that they can, both collectively and within each of their own jurisdictions, most effectively protect and empower consumers, promote fair trading and maintain effective competition in the economy in Seychelles.
 - 1.2 Both Parties each recognise that communication, cooperation and coordination are desirable and necessary to:
 - a. Discharge their respective functions

- b. Maximise the effective and consistent implementation of the Financial Services Legislation (as defined under the Financial Services Act 2013), Consumer Protection Act 2010 (CPA) , Fair Competition Act 2009 (FCA) and other related Acts.
 - c. Promote efficient and streamlined use of resources for the benefit of consumers and for maintenance of effective competition.
- 1.3 Both parties each recognise the need for ongoing communication, cooperation and coordination in the promotion of consumer education and sensitisation as well as enforcement of existing consumer legislations in order to protect consumers from unfair trading practises and to make businesses aware of what those unfair trading practices are.
- 1.4 Both parties recognise the need to prohibit the prevention, restriction or distortion of competition, and abuse of dominant positions in trade, ensuring that enterprises, irrespective of size, have the opportunity to participate equitably in the market place.
- 1.5 This MOU sits alongside the general principles that both parties use when working with partners, to promote compliance with the Consumer Protection Laws and the Fair Competition Laws from Unfair Trading Practices.
- 1.6 This MOU is based on the principle that FTC primarily deals with both the promotion and the enforcement of consumer protection law in a fair and transparent manner, and maintaining and encouraging competition whilst the FSA deals with the licensing, supervision and development of the non-bank financial services industry of the Seychelles.
- 1.7 The terms of any domestic or international agreements that the Parties have entered into will not be changed by this MOU.
- 1.8 Cooperation between the Parties under this MOU is subject to the Laws of Seychelles.
- 1.9 This MOU is a statement of intent that does not give rise to legally binding obligations on either FSA or FTC.

2. ROLES AND RESPONSIBILITIES OF THE PARTIES

Roles and responsibilities of FTC

- 2.1 FTC is responsible for administering, and enforcing consumer protection and competition laws. It does this by promoting compliance with and enforcing the provisions of the Consumer Protection Act and the Fair Competition Act.
- 2.2 The role of FTC under the Fair Trading Commission Act 2009 is to facilitate and encourage compliance with the laws it enforces by:
- Reviewing commercial activities
 - Receiving and evaluating consumer complaints
 - Educating and assisting consumers in resolving complaints
 - Investigating whether businesses are engaged in restrictive practices
 - Monitoring and determining the standard of services applicable to providers

Roles and responsibilities of FSA

- 2.3 FSA is the regulator for non-bank financial services in the Seychelles. It does so by enforcing the provisions of the Financial Services Legislation (as defined under the Financial Services Act 2013).
- 2.4 The role of FSA under the Financial Services Authority Act 2013 is to monitor compliance with the Financial services Legislation (as defined under the Financial Services Authority Act 2013).

3. MATTER OF MUTUAL INTERESTS

- 3.1 Both parties recognise the individual roles of each other both as complementary and distinctive in nature and thus, this MOU only handles matters of mutual interests. Thus, the two parties agree to communicate, cooperate and coordinate with one another through the following elements of understanding:

- Communication, Cooperation and coordination
- Complaint handling
- Information sharing and confidentiality
- Awareness & Advocacy activities

3.2 Communication, Cooperation and Coordination

Both Parties also agree that they will:

- a. Explore opportunities to communicate, cooperate and coordinate efforts activities within the framework of this MOU;
- b. Inform one another regularly of the general compliance and enforcement activities and priorities;
- c. Consult one another in relation to judgements, law reform, policy issues and other matters of mutual interest;
- d. Consult and collaborate with one another to develop publications, awareness materials and liaise with stakeholders on consumer protection matters of mutual interest; and
- e. Consider and implement any appropriate opportunities for collaboration between both Parties in training and staff development.

3.3 Complaint Handling

Both Parties agree that:

- a. FTC will receive and evaluate consumer complaints relating to any financial services business (as defined under the Financial Services Authority Act 2013);
- b. Upon receipt of a complaint, FTC shall promptly inform FSA of the receipt of same and of the outcome of the case so that relevant enforcement action (if any) may be taken by FSA under the relevant laws being administered by FSA ;
- c. Upon request from FTC, FSA will provide FTC with any information, documentation it has in its possession that may be relevant in order to assist FTC in dealing with the complaint.

4.0 INFORMATION SHARING AND CONFIDENTIALITY

4.1 Both Parties agree to collaborate to ensure that, as far as possible, procedures exist to support the effective sharing of complaint and investigation information. This may include establishing frameworks for

- a. Providing information to a requesting Party at that Party's request;
- b. Promoting policy development, where appropriate, to enable information sharing between the Parties to occur more freely.

5.0 Awareness & Advocacy activities

5.1 Both Parties agree to cooperatively develop strategies to address actual or prospective consumer harm, particularly in circumstances where that harm affects, or is likely to affect, consumers across a community or the entire Seychelles population. These strategies may involve, but not be limited to:

- a. Education campaigns
- b. Targeted and general guidance for consumers and businesses;
and
- c. Liaisons and consultation involving both Parties with consumers and business representatives

5.2 In developing education and guidance materials both Parties will, to the extent possible, develop consistent materials.

5.3 Where appropriate, a Party will consider inviting the staff of another Party to participate in compliance visits or other outreach activities.

6.0 Enforcement activities

6.1 Where both Parties consider that consumer harm throughout a community or Seychelles is imminent, and may be most effectively

addressed by way of mutual investigation, litigation or other enforcement action, both Parties may agree to establish an arrangement, independently of this MOU within the limits of their respective jurisdictions.

- 6.2 The cooperative working arrangement is subject to any confidentially obligations and contingent on the circumstances of the matter concerned, and subject to agreement between both Parties on a case by case basis.

7.0 ADMINISTRATIVE ARRANGEMENTS

This MOU shall take place on and from the date that it is signed by both Parties.

Review and amendment of this MOU

- 7.1 Both Parties will review the operations of this MOU every two (2) years at a date considered appropriate by both Parties with a view to improving its operation and resolving any issues that may arise.
- 7.2 The MOU may be amended at any time in writing by agreement of all Parties.

Dispute resolution

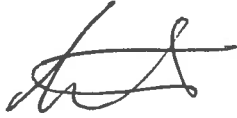
- 7.3 Any Party may give notice to the other of a dispute concerning the operation of this MOU.
- 7.4 Where there is a conflict or disagreement between the two Parties over any issue relating to covered by this MOU, the Parties will attempt to resolve the issue by negotiation.

8.0 TERMINATION OF THE MOU

- 8.1 The Memorandum of Understanding may be terminated by either Party through a written notification of that Party's intention to terminate the Memorandum of Understanding. Such a notification shall be given 2 months prior to the effective date of termination.

8.2 Termination of the present Memorandum of Understanding will not affect any programmes and projects started on the basis of it.

This Memorandum of Understanding between FSA and FTC is signed on the 3rd March 2014 at Victoria, Mahe, Seychelles.



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Chief Executive Officer
Fair Trading Commission



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Chief Executive Officer
Financial Services Authority