



**The Fair Trading Commission  
Seychelles**



**SEYCHELLES  
CHAMBER OF COMMERCE & INDUSTRY**

**Memorandum of Understanding  
Between the  
Fair Trading Commission  
and  
Seychelles Chamber of Commerce and Industry**

1. This Memorandum of Understanding between the **Fair Trading Commission** hereinafter referred to as **FTC** and the **Seychelles Chamber of Commerce and Industry** hereinafter referred to as **SCCI** (both are referred to collectively as the “Parties”), is done with the aim of promoting cooperation in the field of consumer protection and fair competition, 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 the **SCCI**, so that they can, both collectively and within each of their own jurisdictions, most effectively protect and empower consumers and promote fair trading In Seychelles.
  - 1.2 Both Parties 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 Consumer Protection Act 2010 (CPA) and the Fair Competition Act 2009 (FCA) and other related laws
    - c. Promote advocacy and awareness activities on the CPA and FCA
  - 1.3 Both parties each recognise the need for ongoing communication, cooperation and coordination in the promotion of consumer & business.

- 1.4 This MOU sits alongside the general principles that both parties use when working with partners, to promote compliance with the consumer protection and fair competition laws.
- 1.5 The terms of any domestic or international agreements that the Parties have entered into will not be changed by this MOU.
- 1.6 Cooperation between the Parties under this MOU is subject to the Laws of Seychelles.
- 1.7 This MOU is a statement of intent that does not give rise to legally binding obligations on either the **SCCI** or **FTC**.

## **2. ROLES AND RESPONSIBILITIES OF THE PARTIES**

### **2.1 Roles and responsibilities of FTC**

**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.

The role and responsibilities of **FTC** under the Fair Trading Commission Act 2009 is to facilitate and encourage compliance with the Consumer Protection Act 2010 and the Fair Competition Act 2009 by:

- a) Reviewing commercial activities to ensure that practices that may adversely or unfairly affect the interests of consumers and businesses are prevented or terminated
- b) Receiving and evaluating consumer complaints by providing an accessible, efficient harmonised and effective system of redress for consumers
- c) Educating and assisting consumers in resolving complaints
- d) Investigating whether businesses are engaged in restrictive business practices
- e) Monitoring the standards of services supplied by service providers to ensure compliance
- f) Determining the standard of services applicable to service providers

- g) Promoting consumer confidence, empowerment and development of a culture of consumer responsibility through education and advocacy

## 2.2 Roles and responsibilities of SCCI

The role of SCCI is to create a conducive environment for free enterprise to operate, grow and create wealth for the community and to assist in enhancing local and foreign investment which will lead to employment opportunities

Its functions are to:

- a) The promotion and protection of trade, commerce, industry, (agriculture, fisheries, tourism, transport, insurance, banking,) and other services in the Republic of Seychelles.
- b) The promotion, support or making of representations in relation to legislative or other measures affecting the aforesaid interests.
- c) The collection, classification and dissemination of statistical data and other information of relevance and interest to all sectors of activities of the Seychelles economy.
- d) The sponsorship of, and assistance in the organisation of fairs and missions which may foster the economic development of the country.
- e) Keeping and maintaining a reference library for members.
- f) Providing facilities to enable members to operate properly as far as is practical.
- g) The issuing of certificates in respect of goods which are grown, produced, processed, manufactured in or exported from Seychelles.
- h) The carrying out of surveys.
- i) The organising and running of training courses and seminars.
- j) The provision for arbitration in respect of disputes arising in the course of commerce, industry, tourism, transport or other business matters, and the securing of the services of expert, technical and other persons to that end, if necessary or desirable.
- k) The doing of all that may be necessary or conducive to the development of industry, commerce, transport, insurance, banking, tourism, trade and services or incidental to the realisation or attainment of the above-mentioned objectives.
- l) Entering into any agreement with any Government, Ministry or Department or other authority, both in and outside Seychelles, which in the opinion of the Chamber shall be deemed to be in the interest of its members and to obtain from any such Government, Ministry

or Department or other authority any rights privileges and concessions in furtherance of the objectives of the Chamber.

- m) Subscribing to and/or forming part of any local or foreign federation or association pursuing similar or related objectives.

### **3. MATTER OF MUTUAL INTERESTS**

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 and investigation
- Information sharing and confidentiality
- Awareness and advocacy activities

#### **3.1 Communication, Cooperation and Coordination**

- Monitor compliance in the trade and consumer market
- Enforce the consumer protection law and fair competition law through the exchange of information and intelligence
- Manage complaints from consumers and enterprises
- Inform the general public and educate consumers and business about the consumer protection and fair competition laws; and
- Report and review compliance and enforcement of the laws

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 issues arising;
- 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 matters of mutual interest; and
- e. Consider and implement any appropriate opportunities for collaboration between both Parties in training and staff development

### **3.2 Complaint Handling**

Both Parties agree that they will collaborate to promote consistency in complaint management practices, investigation practices and principles to achieve effective outcomes for consumers and enterprises.

### **3.3 Information sharing and Confidentiality**

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.

### **3.4 Awareness and advocacy activities**

Both Parties agree to cooperatively develop strategies to address actual or prospective consumer harm or anti-competitive conduct in the market. These strategies may involve, but not be limited to:

- (a) Education campaigns
- (b) Targeted and general guidance for consumers and enterprises;  
and
- (c) Liaisons and consultation involving both Parties with consumers and enterprises

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

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

## **4. ADMINISTRATIVE ARRANGEMENTS**

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

### **4.1 Review and amendment of this MOU**

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.

The MOU may be amended at any time in writing by agreement of all Parties.

#### 4.2 Dispute resolution

Any Party may give notice to the other of a dispute concerning the operation of this MOU.

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.

#### 5. TERMINATION OF THE MOU

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.

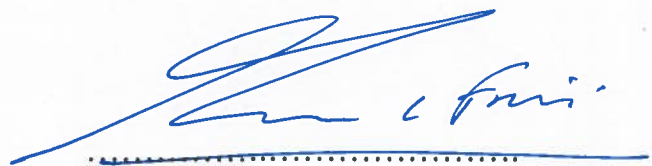
Termination of the present Memorandum of Understanding will not affect any programmes and projects started on the basis of it.

This Memorandum of Understanding between FTC and the SCCI is signed

on 22<sup>nd</sup> of June 2015



**Mr. Georges Tirant**  
Chief Executive Officer  
Fair Trading Commission



**Mr. Marco Francis**  
Chairman  
Chamber of Commerce & Industry