

## **Law No. (21) of 2005 A.D. Concerning Consumer Protection**

**The Chairman of the Palestine Liberation Organisation;**

**The President of the Palestinian National Authority,**

Having reviewed the Amended Basic Law of 2003 A.D. and its Amendments;

The Ottoman Commercial Law, promulgated on Sha'ban 8<sup>th</sup> 1266 A.H., which is in force in the governorates of Gaza;

The Commercial Law No. 12 of 1966 A.D., which is operative in the governorates of the West Bank;

The Law of Public Health No. 20 of 2004 A.D.;

Law No. 7 of 1999 A.D. Concerning the Environment;

The Law Concerning Charitable Associations and Civil Society Organisations No. 1 of 2000 A.D.; and

The Draft Law submitted by the Council of Ministers;

Based upon what the Legislative Council approved during its session which convened on October 27<sup>th</sup>, 2005 A.D., and

In the name of the Arab Palestinian people,

**I hereby promulgate the following Law:**

### **Chapter I**

#### **Definitions and General Provisions**

##### **Article (1)**

The following words and expressions mentioned in this Law shall have the meanings designated thereto hereunder unless the context determines otherwise:

**The Authority:** The Palestinian National Authority.

**The Ministry:** The Ministry of National Economy.

**The Minister:** The Minister of National Economy.

<b>The Council:</b>	The Palestinian Consumer Protection Council.
<b>The Board:</b>	The Board of Directors of the Council.
<b>Goods:</b>	Each industrial, agricultural, processed or semi-manufactured product and any other material which the Ministry considers to be as goods for the purposes of the enforcement of the provisions of this Law.
<b>Service:</b>	Each work of a technical, handicraft or material activity which any specialised entity delivers in consideration of a wage that is agreed upon or defined in accordance with an advertised quotation.
<b>Binding Technical Instructions:</b>	The Binding Technical Instructions issued forth by the Palestinian Standards Institution in regard of certain goods.
<b>Supplier:</b>	The person who exercises in his name or to the credit of a third party an activity of distribution, trading, manufacturing, selling or leasing of goods or delivery of services.
<b>Advertiser:</b>	Each supplier who advertises his products using various means of advertisement.
<b>Consumer:</b>	Each person who purchases or benefits from goods or services.
<b>Defect:</b>	An error or shortfall in terms of the quality, quantity, efficiency or incompatibility with the standards and measurements which must be adhered to in accordance with the Law or effective Regulations in relation to the product.

**Manufacturer:** The persons who transforms or assembles raw or intermediate materials into consumable materials.

**Consumer Protection Associations:** Each non-profit association that is established for purposes that are not political or commercial or economic, and aims at raising the awareness of, educating and guiding consumers, as well as protecting their interests and rights and representing them before all official and nonofficial authorities.

### **Article (2)**

This Law shall aim to [achieve] the following:

1. To protect and safeguard consumer rights in a manner which ensures that they shall not be prone to any health hazards or inequity or economic losses.
2. To provide goods and services as well as to prevent exploitation and manipulation of prices.
3. To protect the consumer rights as to obtain goods and services that are consistent with the Binding Technical Instructions, and to ensure transparency of economic transactions to which the consumer is a party.
4. To ensure the processing of economic transactions in an expedited and accurate manner between the supplier and consumer as well as [to ensure] protection safeguarded by the Law.

## **Chapter II Consumer Rights**

### **Article (3)**

The consumer shall enjoy the following rights:

1. To have his health condition and safety preserved when he uses goods or services in terms of the quality and type.
2. To receive a fair treatment without discrimination by the supplier of the product or the manufacturer.
3. To establish associations for consumer protection and be affiliated therewith.
4. To live in a clean and safe environment and obtain goods and services that are compatible with the Binding Technical Instructions.

5. To freely choose goods and services from among alternative goods or services. In addition, he shall have the right to access fair transactions, such as the assurance of quality and reasonable price as well as to refuse coercive transactions.
6. To access correct information about the products which he purchases or uses so that he can exercise his right to free and informed choice from among all goods and services supplied in the market.
7. Remedy by immediate litigation or through Consumer Associations in a collective manner in order to safeguard his rights and indemnify him for the damages which may have been caused to him.
8. To replace or repair goods redeem their price, as well as to redeem the amounts, the repayment of which is in return for a service in the event they are incompatible upon their use in a sound manner, including the specifications agreed upon or those in place or for the purpose for which they were obtained.
9. To request an invoice from the supplier, in which the following are to be specified:
  - A) Name of the institution.
  - B) Number of its registration on the Commercial Register.
  - C) Its address.
  - D) Identification of the goods or services and unit of sale or lease.
  - E) The price, the quantity agreed upon and the total value of the invoice in the circulated currency.

### **Chapter III**

#### **The Palestinian Consumer Protection Council and Consumer Protection Associations**

##### **Article (4)**

In pursuance of the provisions of this Law, an advisory council to be called the "Palestinian Consumer Protection Council" shall be constituted. It shall comprise the following representatives:

- A member on behalf of the Ministry of National Economy as Chairperson of the Council
- A member on behalf of the Ministry of Finance.
- A member on behalf of the Ministry of Health.
- A member on behalf of the Ministry of Agriculture.
- A member on behalf of the Environment Authority.
- A member on behalf of the Palestinian Standards Institution.

- A member on behalf of the Chamber of Commerce.
- A member on behalf of the Industrial Federations.
- A member on behalf of the Union of Contractors.
- A member on behalf of the Businessmen Association.
- Five members on behalf of the Consumer Protection Associations.

#### **Article (5)**

The Council shall aim to protect the consumer's economic rights and to ensure that he is not liable to any hazards or damages resulting from his utilisation of the goods and services delivered to him through the following:

1. Taking part in setting and liaising the relationship between all bodies concerned with the protection of consumers.
2. Supporting and consolidating the role of consumers in the national economy.
3. Participating in the making of policies that secure the safety of goods and services, as well as working towards enhancing their quality.
4. Adopting educational programmes as to raise the awareness of, inform and guide the consumer as well as promote him to use effective patterns of consumption and adopt the goods and services which preserve the environment.
5. Developing special plans and programmes related to defending the consumer and safeguarding his rights.
6. Following up with the governmental policies and urging competent authorities to provide protection to the consumer.
7. Taking part in organisations and unions with similar objectives and goals on the Arab and international levels.
8. Making sure that goods are not monopolised and submitting recommendations to the Ministry.
9. Ensuring the standards and quality of goods.

#### **Article (6)**

A register exclusive to the Consumer Protection Associations shall be developed at the Ministry of National Economy, in its capacity as the competent Ministry. All the procedures pertaining to the relationship of such Associations with the authorities concerned with consumer protection shall be defined by a regulation to be issued forth by the Council of Ministers.

### **Chapter IV**

## **Safety of Products**

### **Article (7)**

The product must be congruous with the Binding Technical Instructions, in respect of the statement of the nature, type, substantial specifications and ingredients of the products. To this as well shall be subject the processes of packaging and labelling, which entail elements of the identification of the product, precautionary measures to be taken upon use, source, origin, date of manufacturing, date of expiry, and the method of use, taking into consideration provisions under relevant laws, regulations and decisions, particularly those relating to the safety of the environment.

### **Article (8)**

The products, tools or machines which facilitate the counterfeiting of goods shall be prohibited from being kept on the sites of production, manufacturing, storage, exhibition and selling, as well as in the means of the transportation of goods, markets, folds and slaughterhouses. These shall include:

1. The unapproved balances or measurements, including incorrect devices which are prepared for the weighing or measuring of goods.
2. The goods which are forged, decayed, with expired validity, or incompatible with the approved standards.
3. The goods which do not enjoy sound legal trading in the country or destination of origin in accordance with the recommendation of the competent authorities.

### **Article (9)**

Each product, the use of which entails any risk, must be labelled or be enclosed with a warning which states the facet of risk and the best method of use, as well as the manner of treatment in the event a damage arises from the use.

### **Article (10)**

The ultimate supplier shall be responsible for the damage resulting from the use or consumption of the local or imported product, which does not meet the conditions of safety or health for the consumer, or for non-compliance with the safeguards declared or agreed upon, unless he demonstrates the identity of those who supplied him with the product and proves his irresponsibility for the resulting damage as well.

### **Article (11)**

In the event it is proven to the supplier that the goods or services, which he has offered for trading, implies one or more defect(s) that may affect consumer's safety or health or which may pose a hazard to him, the supplier must immediately take the following measures:

1. Notify the competent authorities and inform the public by means of the mass media about such defects as well as warn against the hazards which may result therefrom.
2. Withdraw the goods from the market.
3. Restore the goods which have been sold or leased and refund the price paid.
4. Replace the goods at his own expense and refund the paid price in the event their maintenance is unattainable.
5. Get rid of them using sound and environment-friendly techniques at his own expense.

#### **Article (12)**

The information, which the Standards Institution adopts in conformity with the nature of each item of goods and in accordance with its respective specifications, must be included on the label in the Arabic language.

#### **Article (13)**

The competent authorities may, whenever signs on the existence of a hazard in a certain product, issue forth written instructions to the supplier as to include submission of the product to control and testing.

#### **Article (14)**

The Council may, whenever signs of a hazard exist in a specific product, request that the Minister issue forth a decision to seize the product or any other decision which he deems to be fit, including the request to suspend its being traded, imported, exported or supplied or to withdraw or damage it in case damage is the sole means as to abate the hazard.

### **Chapter V**

#### **Impartiality of Economic Transactions**

#### **Article (15)**

Each person who promotes and advertises products must observe that his advertisements are congruent with the real specifications of the advertised products. Such advertisements may not entail a mischief or deception of the consumer.

#### **Article (16)**

The supplier, who resorts to advertisement by means of a special offer with the intention of promoting goods or services, must define the period of time during which such goods or services

will be available. In the event not defined, the offer shall be deemed to be valid for a period of one month as of the date of the first advertisement.

#### **Article (17)**

The price must be displayed in the circulated currency on the unit of sale supplied to the consumer in a direct manner thereon. If untenable, it shall be posted in a visible manner on the place of where it is displayed.

#### **Article (18)**

Each provider of a service must demonstrate his eligibility to exercise such a service by the presentation of the licence by which he is permitted to exercise such a service by the relevant official authority in a clear manner.

#### **Article (19)**

The supplier shall be responsible for the maintenance or retrieval of the guaranteed products in case a defect is manifested therein within the period and [in line with the] conditions of guaranty agreed upon with the consumer. He must replace or restore it and refund their price as the consumer wishes. He may not agree as to otherwise.

#### **Article (20)**

Each supplier must guarantee the hidden defects which diminish the value of goods or services in a calculable manner or render them invalid for the respective use in line with their nature or the terms of the contract.

#### **Article (21)**

The supplier must state in a clear manner his real name, his trade mark registered on the goods offered for trading on the markets, as well as all the information required on the label.

#### **Article (22)**

Each supplier shall be prohibited from [performing] the following:

1. Delivering or using or attempting to use quality marks with the intent of fraud.
2. Claiming or giving the delusion that goods enjoy a certificate of quality.
3. Refraining from selling any goods or delivery of services to the consumer without a legitimate reason.

4. Stipulating the selling by the purchase of an imposed quantity or by the purchase of other goods or services at the selfsame time unless the consumer is given the right to purchase them separately at a different price.
5. Stipulating the purchase of a service by the delivery of another service or by the purchase of goods.
6. Hiding any material or goods that are stored by the supplier from any person who wishes to purchase them without a legitimate reason.
7. Selling goods or delivering services at a price or profit that exceeds the advertised price.
8. Importing or trading the goods of an unknown origin, or contravening the Binding Technical Instructions or those which are legally forbidden.
9. Importing or entering goods, after the date of production or packaging of which more than one third of the period of validity has expired, unless the goods are donated and provide that their being traded on the markets is prohibited.

#### **Article (23)**

The Council may review the extent to which the terms and conditions on the contracts of consumption and model contracts are reasonable and fair. It may also recommend to the Minister or the authority by which such contracts are issued that the terms and conditions which it deems to be inequitable to the right of the consumer be removed or request that they be reconsidered, provided that the Council of Ministers issues forth a regulation that defines standards for the assessment of the terms which may be deemed to be arbitrary on the contracts of consumption.

#### **Article (24)**

1. The following must be met in the contracts of consumption:
  - A) A copy that is drafted in the Arabic language in clear and understandable phrases.
  - B) The consumer's right to view any texts or documents to which the contract refers, provided that such is completed before the signing thereof.
  - C) The amount of the price in a clear and explicit manner, the date and manner of repayment, as well as the date and place of the delivery of goods or services.
2. The supplier must hand to the consumer a copy of the contract signed with him.

#### **Article (25)**

The specifications which the supplier defined or those which the consumer stipulated in writing that they be available in the goods or services agreed upon must be met.

#### **Article (26)**

Based upon the recommendation of the Ministry, the Council of Ministers shall issue forth the regulations pertaining to the protection of consumers against the following:

1. Trading of products by using modern technological techniques.
2. Trading of products through vendors and those alike.

## **Chapter VI**

### **Penalties**

#### **Article (27)**

Without prejudice to any more aggravated penalty [prescribed] for any criminal consequence arising from the committing of any contravention against the provisions of this Law, the person who commits the infringements below shall be punished with the following:

1. Each person who displays or sells decayed or damaged food supplies, or manipulates the date of their validity, or kept the unapproved weighs or measurements, including the incorrect devices which are prepared for the weighing or measuring of goods in the places designated under Article (8) above, shall be penalised with either or both imprisonment for a period of not more than ten years or with a fine that does not exceed ten thousand Jordanian Dinars or its equivalent in the legally circulated currency. In addition, the decayed goods shall be damaged and unapproved balances and measurements seized.
2. Each person who displays or sells a product that contravenes the Binding Technical Instructions shall be penalised with either or both imprisonment for a period of not more than six months or with a fine that does not exceed five hundred Jordanian Dinars or its equivalent in the legally circulated currency.
3. Each person who displays or sells a product, the use of which entails a certain hazard, without its being labelled or enclosed with a warning which states the facet of hazard, the best method of use and manner of treatment in the event of harm resulting from the use, or contravenes the provisions of Articles (11, 19) above, shall be penalised with either or both imprisonment for a period of not more than six months or with a fine that does not exceed five hundred Jordanian Dinars or its equivalent in the legally circulated currency.
4. Each person who refrains from the displaying or selling of food supplies or forces the purchaser to buy a certain quantity thereof or other goods along with them, or places as a condition the purchase of a service by the delivery of another service

or by the purchase of goods, shall be penalised with either or both confinement for a period of not more than one year or a fine that does not exceed one thousand Jordanian Dinars or its equivalent in the legally circulated currency.

5. Each person who abstains from the posting of the lists of prices of goods or services in visible places or contravenes the announced quotation shall be penalised with either or both confinement for a period of not more than six months or with a fine that does not exceed five hundred Jordanian Dinars or its equivalent in the legally circulated currency.
6. Each person who disposes of food supplies which have been entered into the country in illegal methods shall be penalised with either or both confinement for a period of not more than three years or a fine that does not exceed three thousand Jordanian Dinars or its equivalent in the legally circulated currency.
7. Each advertiser who did not use the Arabic language in the advertisement of the goods or services, or infringes upon the provisions of Articles (15 and 21) above shall be penalised with a fine that does not exceed five hundred Jordanian Dinars or its equivalent in the legally circulated currency.

#### **Article (28)**

Without prejudice to any more aggravated penalty [prescribed] for any criminal consequence arising from the committing of any contravention against the provisions of this Law, each person who deceives or commences to deceive the contractor in any manner in one of the following matters shall be penalised with either or both confinement for a period of not more than three years or with a fine that does not exceed three thousand Jordanian Dinars or its equivalent in the legally circulated currency:

1. The real status, nature, or substantial specifications of the products or the hazardous elements they contain, and the ingredients composing them in general.
2. The number, amount, measurement, gauging, weight, energy and scale of products.
3. The type, origin or source in the cases in which – these matters – are deemed to be in accordance with the agreement or custom an essential reason in the contracting [process].

#### **Article (29)**

Without prejudice to any more aggravated penalty [prescribed] for any criminal consequence arising from the committing of any contravention against the provisions of this Law, each person who knowingly manufactures, sells, displays for sale or distributes any materials or goods or equipment that are used in forgery as well as instigates the use of them by means of brochures, printouts, posters, advertisements or other instructions shall be penalised with either or both confinement for a period of not more than three years or with a fine that does not exceed three thousand Jordanian Dinars or its equivalent in the legally circulated currency.

### **Article (30)**

In the event of recidivism, the penalties prescribed under Articles (27, 28 and 29) shall be doubled.

### **Article (31)**

1. In all the cases mentioned above, the Court shall seize the damaged or hazardous materials, or those used for forgery, or order that they be damaged at the expense of the convicted person. It may also adjudicate that the commercial unit be closed down on a temporary or permanent basis as well as withdraw the licence of the supplier of the service or suspend him from exercising his business on a temporary or permanent basis.
2. The Court shall order that any judgement it enters on such offences be published in one or more local newspaper(s) at the expense of the convicted person.

## **Chapter VII**

### **Conclusive Provisions**

### **Article (32)**

A period of one month shall be deemed to be the period of time during which the consumer shall have the right to lodge the action in the event of the uncovering of any error or defect not agreed upon unless the goods is durable, whereby the period of time shall be a whole year. Such a period shall commence as of the first day on which the defect in the goods or services which were agreed upon was unveiled.

### **Article (33)**

Each [provision] which contradicts the provisions of this Law shall be repealed.

### **Article (34)**

The Council of Ministers shall issue forth the bylaws necessary for the implementation of the provisions of this Law.

**Article (35)**

All competent authorities – each one within its sphere of jurisdiction – shall implement the provisions of this Law which shall enter into force by thirty days following its publication in the Official Gazette.

Promulgated in the city of Ramallah on November 1<sup>st</sup>, 2005 *Anno Domini*,  
Corresponding to Ramadan 29<sup>th</sup>, 1426 *Anno Hegira*

**Mahmoud Abbas**

**Chairman of the Executive Committee of the Palestine Liberation Organisation;  
President the Palestinian National Authority**