

## **List of unfair trade practices under amended CPFTA**

1. Representing that goods or services have sponsorship, approval, performance characteristics, accessories, ingredients, components, qualities, uses or benefits that they do not have.
  - a) Representing that the supplier has a sponsorship, approval or affiliation with respect to the supply of goods or services that the supplier does not have.
  - b) Making a false or misleading representation concerning the need for any good or services.
2. Representing that goods or services are of a particular standard, quality, grade, style, model, origin, weight, volume, length, capacity or method of manufacture (as the case may be) 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 supplied, 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.
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 that another supplier will, on the presentation of a voucher to that other supplier—
  - (a) supply certain goods or services; or
  - (b) supply certain goods or services at a discounted or reduced price,when the supplier knows or ought to know that, on presentation of the voucher to that other supplier, such goods or services will not be supplied, or will not be supplied at a discounted or reduced price (as the case may be).
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.

(a) Making an invitation to a consumer to purchase, or making an offer to sell to a consumer certain goods or services (called in this paragraph the original goods or services) at a certain price and then, with the intention of promoting different goods or services –

(b) refusing to show or demonstrate the original goods or services to the consumer;

(c) refusing to take any order for the original goods or services;

(d) refusing to supply the original goods or services in a reasonable time;  
or

(e) showing or demonstrating a defective sample of the original goods.

20. Omitting to provide a material fact to a consumer, using small print to conceal a material fact from the consumer or misleading a consumer as to a material fact, in connection with the supply of goods or services.

21. Accepting payment or other consideration for the supply of goods or services when the supplier knows or ought to know that the supplier will not be able to supply the goods or services—

- (a) within the period specified by the supplier at or before the time at which the payment or other consideration is accepted; or
- (b) if no period is specified at or before that time, within a reasonable period.

22. Purporting to assert a right to payment for the supply of unsolicited goods or services.

23. Sending to a consumer an invoice or document that states the amount of payment for the supply of unsolicited goods or services which does not contain, as the document's most prominent text, the following (or words to that effect):

“This is not a bill. You are not required to pay any money.”

unless the consumer has expressly acknowledged to the supplier in writing the consumer's intention to accept and pay for such goods or services.

24. Where an applicable agreement<sup>1</sup> has been entered into in writing and a copy of the applicable agreement has not been given to the consumer, refusing to give the consumer a copy of the applicable agreement upon the consumer's request.

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<sup>1</sup> For the purposes of paragraph 24, “applicable agreement” means an agreement between a supplier and a consumer for the supply of goods or services which expressly provides that –

- (a) the goods or services will not be supplied or, in the case of an agreement to supply goods or services over a period of time, will not begin to be supplied, to the consumer until the price, or part of the price, of the goods or services has been paid; and
- (b) the price of the goods or services is to be paid by 2 or more instalments.[Note: In subparagraph, any deposit paid by the consumer for the goods or services is treated as an instalment.]