

CAYMAN ISLANDS



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THE FUEL MARKET REGULATION LAW, 2017

**THE FUEL SECTOR (CONSUMER PROTECTION) REGULATIONS,
20XX**

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PART 1 - PRELIMINARY

**THE FUEL SECTOR (CONSUMER PROTECTION) REGULATIONS,
20[XX]**

The Cabinet, on recommendation of the Office and in exercising of its powers conferred by section 10(1)(c) by the Fuel Market Regulation Law, 2017, makes the following regulations-

1. These regulations may be cited as the Fuel Sector (Consumer Protection) Regulations, 20XX.
2. In these regulations-

The following terms shall have the following meanings.

“Authorisation” means a licence, permit or other form of authority granted in accordance with the Utility Regulation and Competition Law, or sectoral legislation.

“Authorisation Holder” has the same meaning as in the Utility Regulation and Competition Law;

“Bill” means a notice from a Sectoral Provider, presented in hard copy or electronic form, which advises a Consumer of the money due in respect of any Product or Service provided to the Consumer by the Sectoral Provider;

“Billing Medium” means the format in which a Bill is provided to a Consumer by a Sectoral Provider;

“Billing Period” means the period of time covered by each Bill issued by the Sectoral Provider, or as the context requires, the period of time covered by a particular Bill;

“Business Day” means any day other than a Saturday and Sunday, and a public holiday declared in the Cayman Islands;

“Complaint” means an expression of dissatisfaction made by a Consumer to a Sectoral Provider in relation to its Services, Products or the Sectoral Provider’s complaints handling process to which the Consumer expects a response from the Sectoral Provider;

“Consumer” means a person who enquires about, requests, receives, acquires, uses or subscribes to a Service or Product from a Sectoral Provider for the primary purpose of his personal or domestic use;

“Consumer Account” means the account created by a Sectoral Provider or sectoral participant to identify an individual or entity as a customer in relation to any contracted Service(s) or Product(s) , as well as for the purposes of storing and/or filing personal and financial information that individual or entity;

“Credit Management” means the process by which a Sectoral Provider manages any credit risk to the Sectoral Provider or by which it collects outstanding debts from a Consumer;

“Credit Management Action” means any action taken by a Sectoral Provider to facilitate Credit Management;

“Data Controller” has the same meaning as in the Data Protection Law, 2017;

“Data Subject” has the same meaning as in the Data Protection Law, 2017;

“Disconnect” means any action taken by a Sectoral Provider with the intention of temporarily or permanently preventing the use by a Consumer of a Product or Service it provides to that Consumer;

“Engine fuel” means any gaseous or liquid fuel that can be used as a fuel for engines, and includes any fuel as defined below;

“Emergency” means fire or explosion, release or spillage, or danger to the public.

“Fuel” has the same meaning as in the Law.

“Force Majeure” means an unforeseen and uncontrollable force or event outside the reasonable control of the party affected by that event, including but not limited to one or more of the following: fire, flood, earthquake, natural disaster, war, riot, explosion, insurrection, terrorism, or any exercise of emergency powers by any governmental authority;

“Fuels Standards Committee” means the committee as established under section 9A of the Dangerous Substances Law.

“Law” means the Fuel Market Regulation Law as amended from time to time;

“Mass Media” means any action whether written, electronic, spoken or visual that is used to communicate information to the general public;

Medium Grade Gasoline means gasoline of a specific grade and type which accords with the standards defined (or established) by the Fuels Standards Committee;

“Office” has the same meaning as in the Law;

“Personal Data” has the same meaning as in the Data Protection Law, 2017;

“Premium Grade Gasoline” means gasoline of a specific grade and type which accords with the standards defined (or established) by the Fuels Standards Committee;

“Product” means a physical item that is provided, or caused to be provided, by the Sectoral Provider to a Consumer;

“Quarter” means a period of three (3) calendar months commencing 1 January, 1 April, 1 July, and 1 October;

“Regular Grade Gasoline” means gasoline of a specific grade and type which accords with the standards defined (or established) by the Fuels Standards Committee;

“Retail sale” means a sale to an end user who has no written supply agreement or written contract with the supplier in respect of the sale; and non-retail sale has an opposite meaning;

“Retail outlet” means a regulated premises from which fuel products are dispensed for trade;

“Restrict” means any action taken by a Sectoral Provider to limit temporarily a Consumer’s access to a Product or Service provided to that Consumer by the Sectoral Provider;

“Significant Market Power” or “SMP” means where a Sectoral Provider, either individually or jointly with others, enjoys a position of economic strength affording it the power to behave to an appreciable extent independently of its competitors, customers and ultimately consumers;

“Sales Representative” means anyone who is directly or indirectly employed or contracted by the Sectoral Provider to sell, offer to sell, or otherwise promote the Sectoral Provider’s Services and Products on its behalf;

“Security Deposit” means a payment collected by a Sectoral Provider from a Consumer to mitigate any actual or perceived credit risk which the Sectoral Provider assumes in providing a Product or Service to that Consumer;

“Service” means a Service offered or provided to a Consumer in relation to engine fuel or dangerous substances by a Sectoral Provider

“sectoral participant” means a person who provides, uses or seeks to use utility services in a sectoral utility, but does not include the Office;

“Sectoral Provider” has the same meaning as in Utility Regulation and Competition Law;

“Spoken Communication” means verbal communication (including such things as recordings) with a Consumer about the provision of a Service and /or Product.

“Suspend” means any action taken by a Sectoral Provider to cause Suspension;

“Suspension” means the temporary prevention of use by a Sectoral Provider of a Service provided to a Consumer; and

“Verbal Complaint” means a Complaint made in person or over the telephone.

“Website” means any locations connected to the internet that maintains one or more pages on the world-wide web, applications and social media feeds.

3. These regulations apply to all fuels that are supplied, or available or intended for supply, for use in an internal combustion engine or direct combustion, other than -

- (a) Any fuels which have been modified, additised, adulterated or altered in any form after it has been purchased and/or received from a Sectoral Provider.
- (b) Any Dangerous Substances may be exempted by the Fuels Standards Committee through a notice published from time to time by the Office.

PART 2 – Sales

4. In addition to the provisions of the Sale of Goods Law, fuel that is supplied, or available or intended for supply, by way of retail or non-retail sale must be fit for the common purposes, with the exception of the purposes listed in Regulation 3, and meet the standards as prescribed by the Fuels Standards Committee. The Chief Fuels Inspector will present and enforce the standards prescribed by the Fuels Standards Committee upon their completion.

5. Engine fuel that is advertised as having properties that are superior or in addition to the regulated limits must conform to those advertised properties when tested utilising a suitable and recognised international method.

6. (1) Fuels for sale must be fully described, including the contents, minimum and maximum attributes, such as gasoline octane index rating, ethanol content, diesel cetane index, bio-diesel content, name and type of additive(s), and empirically proven benefits summarily outlined on a display prominently placed in the vending area, and on the vendor’s webpage, and where practicable, on the dispensing facility such as a permanent tag on the hose. A Sectoral Provider which

operates only as a retailer may satisfy the requirement of a webpage by use, under agreement, of the Website of its primary distributor.

(2) Fuels for sale must be dispensed through a nozzle which has (a) a nozzle cover and a splash guard and be coloured blue when it dispenses unleaded gas of any grade or blend, black when it dispenses diesel of any grade or blend, and (b) standard nozzle sizes as follows: gasoline 13/16 -inch outer diameter, diesel 15/16-inch outer diameter. Additional markers or labels can be affixed to the nozzle covers to distinguish between different grades and blends of products.

7. Authorisation Holders that sell Fuels to consumers must make available to consumers, all types and grades of Fuels for which they are authorised, unless an exception is granted by the Office for a specified period of time.

8. Consumers can request assistance relating to any Emergency arising from the use/consumption of purchased Fuels from the vendor and the vendor shall assist. Upon notification of an Emergency and after the provision of adequate assistance to mitigate the risks associated with any such Emergency, the vendor must notify the Office within 24 hours of the request.

9. Where fuels are provided through a metered dispenser, the consumer has the option to supply their own container, equipment or vessel to receive the fuel, as long as it complies with the Dangerous Substances Law.

PART 3 – PROVISION OF INFORMATION

10. (1) Where a Sectoral Provider is required to provide information to a Consumer under this regulation, unless otherwise specified, this is to be effected -

- (a) by Spoken Communications; or
- (b) by making the information available at all relevant business locations; and,
- (c) by prominently displaying the information on all Websites through which the Consumer can enter into a contract with the Sectoral Provider i.e. displaying it on the home page of any such website or on a page that can be accessed by clicking on no more than two links, the first of which must be on the home page of the Website.

(2) All information provided by a Sectoral Provider for the purposes of complying with these regulations or otherwise, including for the

avoidance of doubt, any information provided in the Mass Media or in advertisements, shall be -

- (a) In compliance with the Truth in Advertising Rules; and
- (b) presented in a manner that is simple, clear and avoids the use of unnecessary legal or technical terms.

(3) In addition, all information provided by a Sectoral Provider for the purposes of complying with these regulations shall be -

- (a) provided to a Consumer in hard copy or electronic form on his request;
- (b) no later than six (6) months after the effective date of these Regulations, made available to a Consumer on his request in a format that is accessible to a person with disabilities, including where relevant in audio message; and,
- (c) unless otherwise provided in these regulations, made available and provided to the Consumer on request and free of charge.

(4) A Sectoral Provider shall provide the following information to Consumers, the details of -

- (a) all material aspects of any Service or Product it offers that reasonably might be expected to impact upon a Consumer's decision to enter into a contract for that Service or Product;
- (b) all material aspects of any Service or Product it offers that reasonably might be expected to impact on the Consumer's enjoyment of that Service or Product;
- (c) the rates on which all its Services and Products are offered, such information to be prominently displayed at all retail outlets at which the Sectoral Provider's Services or Products are sold and on any Website through which the Sectoral Provider conducts its business; and,
- (d) the terms and conditions on which all its Services and Products are offered, such information to be available on request at all outlets at which the Sectoral Providers' Services or Products are sold and also be displayed on any Website through which the Sectoral Provider conducts its business.

11. (1) Before entering into a contract with a Consumer, apart from a single transaction retail sale, a Sectoral Provider shall provide the following information to the Consumer -

- (a) a complete description of the Service and/or Product to be provided under the contract;
- (b) details of the length of time it will take for the Service and/or Product to be provided, including in particular the length of time it will take to initiate any connection required for the provision of the Service and/or Product;
- (c) where the contract is for a fixed period of time, the duration of the contract, including, in particular, details of any term that provides for a minimum and/or maximum duration of the contract;
- (d) details of any termination fees payable by the Consumer if the contract is terminated before the end of any minimum period of time specified by the contract;
- (e) details of any term in the contract that requires the Consumer to provide notice of his intention to terminate the contract, in particular any requirements in relation to the manner in which such notice is to be provided and/or the minimum period of notice the Consumer is required to provide;
- (f) details of the procedures for and methods by which disputes in relation to or arising out of the contract may be resolved;
- (g) where any other Service and/or Product (“additional service or product”) is required in order to effectively utilise the Service and/or Product which is the subject of the contract, details of any such additional service or product;
- (h) details of any applicable quality standards that will apply to the Service and/or Product to be provided under the contract;
- (i) details of any compensation, discount, rebate, refund or other arrangements which may apply if the quality standards applicable to the contract are not met; and,
- (j) where the contract provides for the Service and/or Product to be provided under it to be upgraded, altered or migrated either at a specified point or on request, details of the terms on which the Service and/or Product can be upgraded, altered or migrated, including in particular any fees or other charges that will be incurred by such upgrade, altered or migration, and the impact (if any) such upgrade, altered or migration will have on the quality standards that apply to the Service and/or Product provided under the contract.

- (2) In any Spoken Communication, a Sectoral Provider shall promptly provide the following information -
- (a) the identity and brand name of the Sectoral Provider;
 - (b) the name of the person making the Spoken Communication;
 - (c) the primary purpose of the Spoken Communication;
 - (d) in relation to any Service and/or Product being sold -
 - (i) a description of the Service and/or Product;
 - (ii) any charges applicable to the Service and/or Product;
 - (iii) any special offer, discount or package available in relation to the Service and/or Product that is the subject of the Spoken Communication;
 - (e) a specific telephone number or email address a Consumer may use in the event he wishes to cancel any contract entered into as a result of the Spoken Communication.
12. Subject to any other Law or legal requirement, a Sectoral Provider shall only keep a record of all the Personal Data relating to a Consumer's account with the Sectoral Provider for the duration of the Consumer's business interaction with the Sectoral Provider and for a period of twelve (12) months following the termination of that Consumer's Account.

PART 4 – COMPLAINTS

13. (1) All Sectoral Providers shall implement a Complaints handling procedure that –
- (a) makes provision for Complaints to be made to it in all of the following ways -

- (i) in person at any of the Sectoral Provider's regulated premises including Retail outlets or approved places of business;
- (ii) by telephone;
- (iii) in writing, presented in hard copy or electronic form; and
- (iv) through the Sectoral Provider's Website by means of an online form;

save as specifically provided for by these regulations, is free of cost for the Consumer. In particular, a Sectoral Provider must provide access to an email address, and a telephone number through which Complaints can be made to the Consumer when using any local telephone network. A Sectoral Provider which operates only as a retailer may satisfy the requirement of a Website by use, under agreement, of the Website of its primary distributor.

(2) All Complaints may be made by the Consumer: at any time before entering into a contract with the Sectoral Provider; during the duration of his contract with the Sectoral Provider; and for up to six (6) months after the end of his contract with the Sectoral Provider.

14. (1) A Sectoral Provider shall publicise the availability of this Complaint handling procedure to Consumers by providing information about it -

- (a) prominently on any Website through which the Sectoral Provider does business i.e. by displaying it on the home page of any such Website or on a page that can be accessed by clicking on one link on the home page of the Website;
- (b) all Retail Outlets or regulated premises (approved place of business) where its Services and Products are sold; and
- (c) in any other way that the Office shall direct from time to time.

(2) A Sectoral Provider shall ensure that all its Sales Representatives and retail staff (including all fuel pump attendants, where applicable) are able to inform Consumers of -

- (a) the Consumer's right to complain about unsatisfactory fuel and/or unsafe practices;
- (b) the ways in which a Complaint can be made;
- (c) the ways in which the Sectoral Provider can be contacted in relation to Complaints and potential Complaints; and

- (d) where the Consumer can obtain further information about the Complaints handling procedure.
- (3) The information provided under sub-regulation 14(1) shall set out -

- (a) the Consumer's right to complain;
 - (b) the ways in which a Complaint can be made;
 - (c) the ways in which the Sectoral Provider can be contacted in relation to Complaints; and
 - (d) the information and documents the Consumer will need to provide to the Sectoral Provider when making a Complaint.
- (4) The information provided under sub-regulations 14(1) and 14(2) shall be -

- (a) accurate;
- (b) up to date;
- (c) presented in a manner that is simple, clear and avoids the use of unnecessary legal or technical terms; and
- (d) no later than twelve months after the effective date of these Regulations, where requested, provided in a range of media and formats, including formats that will be accessible to people with disabilities, including in Braille.

15. A Sectoral Provider shall ensure that -

- (a) all Consumers who make a Complaint are treated with fairness and courtesy;
- (b) all Complaints are dealt with objectively and efficiently;
- (c) all communication with Consumers for the purposes of this regulation is undertaken in clear and easy to understand language;
- (d) all its Sales Representatives are aware of -
 - (i) the Sectoral Provider's complaint handling procedure;
 - (ii) the Sectoral Provider's obligations under this regulation; and
 - (iii) the potential remedies available to resolve a Complaint;
- (e) Consumers are provided with a means of monitoring the progress of the resolution of any Complaint they have made;
- (f) the Sectoral Provider is able to and does monitor the progress of the resolution of any Complaint it has received;

- (g) the Sectoral Provider is able to and does monitor the progress of any actions it has indicated it will carry out as part of the Complaint handling procedure and/or the resolution of a Complaint;
 - (h) Consumers are informed promptly of any delays to timeframes that have been proposed as part of the complaint handling procedure;
 - (i) errors in a current Bill are corrected within two (2) Business Days and the changes shall be reflected in the next Bill;
 - (j) any remedy offered as part of a resolution is tailored to the Complaint made and, in particular, addresses -
 - (i) the root cause of the Complaint; and
the personal circumstances of the Consumer making the Complaint in so far as these are known to the Sectoral Provider;
 - (k) where a Complaint is indicative of a wider problem or issue, the Sectoral Provider addresses the root cause of that problem or issue;
 - (l) no Complaint is closed unless –
 - (i) the Consumer and the Sectoral Provider have agreed on a course of action, and the Sectoral Provider has taken the course of action and resolved the Complaint to the satisfaction of the Consumer; or
 - (ii) the Consumer has indicated that he no longer wishes to pursue the Complaint and has consented to the Complaint being closed;
 - (m) it has a process in place whereby any decision taken by the Sectoral Provider in relation to the handling and/or proposed resolution of a Complaint can be referred to a suitably qualified senior employee (for example, a senior manager) for further consideration; and
 - (n) where a Consumer informs the Sectoral Provider that he is dissatisfied with any decision taken by the Sectoral Provider in relation to the handling and/or proposed resolution of a Complaint, the Consumer is informed of the process under regulation 18.
16. Further to regulation 13(a), a Sectoral Provider shall –
- (a) ensure that elderly people and people with disabilities are able to make and pursue a Complaint effectively and efficiently, in particular by -
 - (i) allowing such Consumers to make and/or pursue a Complaint through an authorised representative; and

- (ii) ensuring the process of authorising a representative is quick and straightforward;
- (b) provide reasonable support to a Consumer who has specifically requested assistance in making and/or pursuing a Complaint.

17. A Sectoral Provider shall -

- (a) immediately acknowledge any Verbal Complaint;
- (b) seek to resolve all Complaints through or during the first contact it has with the Consumer about the Complaint;
- (c) within five (5) Business Days of a Complaint being received, formally acknowledge the Consumer's Complaint either in writing, presented in a hard copy or electronic form, a notification of which should also be sent to the Office. For the avoidance of doubt this provision also applies to Verbal Complaints, which shall have been already informally acknowledged pursuant to sub-regulation 17(a) but not to Verbal Complaints which have been resolved to the Consumer's satisfaction during the first contact with the Consumer pursuant to sub-regulation 17(b);
- (d) as soon as practicable after completing its investigation of a Complaint, and in any event within thirty (30) days of receiving a Complaint, inform the Consumer who made the Complaint of the Sectoral Provider's proposed resolution of that Complaint;
- (e) within twenty (20) days of a Consumer indicating his acceptance of a resolution of his Complaint, which has been proposed by the Sectoral Provider, complete all actions necessary to implement that resolution unless -
 - (i) otherwise agreed with the Consumer; or
 - (ii) the actions to be completed by the Sectoral Provider are contingent on an action to be completed by the Consumer, in which case the Sectoral Provider must complete all actions to implement that resolution within twenty (20) days of the Consumer having completed his action; and
- (f) within five (5) Business Days of a Complaint being closed, send a written confirmation of the resolution of the Complaint to the Consumer who made it. For the avoidance of doubt this provision only applies to Complaints which have been formally acknowledged in writing pursuant to sub-regulation 17(c).

18. (1) Where a Sectoral Provider has not agreed on a resolution of a Complaint with a Consumer following the process set out at regulation 17 above, the Sectoral Provider shall -
 - (a) inform the Consumer that he may refer the Complaint to the Office for further consideration, as outlined in the Office's Consumer Complaints Appeals Procedure Guidelines; and
 - (b) on that Consumer's request, provide the Office with the relevant details (including all related correspondence) of the Complaint and inform the Office that the Sectoral Provider has not been able to resolve the Complaint to the satisfaction of the Consumer within the timeframe required by this regulation.
- (2) A Sectoral Provider may conclude after careful consideration by an appropriately senior member of its staff (for example a senior manager) that -
 - (a) a Complaint is frivolous or vexatious;
 - (b) it can do nothing more to assist the Consumer to resolve the Complaint; and/or
 - (c) the behaviour of the Consumer is such that it does not wish to interact with the Consumer any further.
19. Where a Sectoral Provider has concluded that a complaint falls within any or all of the terms of sub-regulation 18(2) -
 - (a) it may -
 - (i) refuse to continue to process the Complaint under its complaint handling procedure; or
 - (ii) refuse to accept any further Complaint from the same Consumer on the same or any similar issue other than in the course of an external dispute resolution process; and
 - (b) it shall inform the Consumer who made the Complaint, in writing, presented in hard copy or electronic form, -
 - (i) that it does not intend to continue to process his Complaint under its complaint handling procedure;
 - (ii) of its reasons for reaching such a conclusion; and
 - (iii) of the options the Consumer has for external dispute resolution, including the Consumer's ability to refer the

Complaint to the Office (including the Office's contact details).

20. Where a Sectoral Provider has made two (2) unsuccessful attempts, on separate Business Days, to contact a Consumer to discuss a Complaint or inform the Consumer of the Sectoral Provider's proposed resolution of the Complaint, the Sectoral Provider shall write to the Consumer at his last known postal address (or, if a postal address is not available, email address) -
 - (a) providing details of the dates, times and methods of its unsuccessful attempts to contact him/her;
 - (b) including an invitation to the Consumer to contact the Sectoral Provider within a specific timeframe of not less than ten (10) Business Days; and
 - (c) setting out details of how the Sectoral Provider can be contacted within the timeframe specified in sub-regulation 20(b).
21. Where, following the provision of a notice pursuant to sub-regulation 19(b), the Consumer has not contacted the Sectoral Provider within the timeframe specified pursuant to sub-regulation 20(b), the Sectoral Provider may treat the Complaint to which that notice relates as closed.
22. (1) In respect of every Complaint it receives, a Sectoral Provider shall keep a record of -
 - (a) the identity of the Consumer making the Complaint;
 - (b) the nature of the Complaint and the issues raised as part of the complaint;
 - (c) the steps taken to address the Complaint and the results of any investigation into the Complaint;
 - (d) any resolution the Consumer requested in respect of the Complaint;
 - (e) the proposed resolution of the Complaint made by the Sectoral Provider, including any associated commitment to do or refrain from doing any specified action, and the Sectoral Provider's reasons for proposing that resolution;
 - (f) the Consumer's response to the Sectoral Provider's proposed resolution, including any reasons the Consumer provided for this response;
 - (g) any action taken in consequence of the Complaint including any action taken to implement the proposed or agreed resolution to the Complaint;

- (h) copies of all correspondence sent by or to the Consumer in respect of the Complaint;
 - (i) the date the Complaint was received;
 - (j) the date on which the following actions were due to be and were actually carried out -
 - (i) acknowledgment of receipt of the Complaint;
 - (ii) the provision of a proposed resolution by the Sectoral Provider;
 - (iii) the resolution (if any) of the Complaint; and
 - (iv) the Complaint being closed.
- (2) Information collected and recorded by a Sectoral Provider for the purposes of sub-regulation 22(1) shall be -
- (a) only kept for an appropriate period of time from the date on which the Complaint was closed;
 - (b) stored and/or indexed in a manner that ensures that the Sectoral Provider is able to identify individual Complaints and their subject matter, for example by providing each Complaint with a unique reference number; and,
 - (c) stored and/or indexed in a manner that ensures the Sectoral Provider is able to manage, monitor, analyse, record and report on -
 - (i) the handling and resolution of each Complaint, including, in particular, the progress made in resolving the Complaint while it is being resolved and the implementation of any actions the Sectoral Provider has offered to perform in respect of the Complaint and/or its resolution;
 - (ii) identifying any patterns or trends arising across more than one Complaint in any given twelve (12) month period, such data being so collected and recorded on an anonymised basis; and
 - (iii) compliance with the timeframes required by regulation 20.
- (3) Insofar as the information collected and recorded for the purposes of sub-regulation 22(1) contains Personal Data relating to a Consumer, a Sectoral Provider shall ensure this is not disclosed except as provided for under other applicable local legislation.
- (a) as required -

- (i) pursuant to any relevant data protection conditions of the Sectoral Provider's Authorisation with the Office, and the Law; or
 - (ii) to allow the Sectoral Provider and/or the Office to manage and/or resolve a Complaint; and
 - (b) with the express consent of the Consumer.
23. (1) Within fifteen (15) days of the end of each Quarter a Sectoral Provider shall submit a report to the Office that sets out in respect of the previous Quarter -
- (a) the number of Complaints received;
 - (b) the nature of each Complaint received; and
 - (c) the current status of each Complaint received during the previous Quarter, i.e. whether the Complaint has been closed and if not whether a resolution has been proposed by the Sectoral Provider and/or accepted by the Consumer.
- (2) A Sectoral Provider shall record complaints, as per subsection (1), in English even where the Consumer's complaint was dealt with in another language.
- (3) If an original written complaint was submitted in a foreign language, the Sectoral Provider shall attach a copy of that original complaint to the record.

PART 5 – CONTRACT TERMS

24. (1) The terms and conditions of a contract entered into by a Sectoral Provider with a Consumer shall be consistent with the provisions of these regulations and shall be -
- (a) clear;
 - (b) unambiguous; and,
 - (c) presented in a manner that is simple and avoids the use of unnecessary legal or technical terms.
- (2) A contract entered into by a Sectoral Provider with a Consumer shall include terms and conditions specifying -
- (a) the start date of the contract;
 - (b) the length of the contract;

- (c) if applicable, the minimum duration for which the contract shall last;
- (d) details of each Product and Service to be provided under the contract;
- (e) details of how each Product and Service to be provided under the contract shall be delivered, installed and/or activated, including the length of time it will take for each Product and Service to be ready for use by the Consumer;
- (f) if applicable, the circumstances in which the Consumer shall be entitled to compensation and/or a refund of sums he has paid to the Sectoral Provider where the levels of service specified in the contract are not met, including the method of calculation of any such compensation and/or refund;
- (g) which, if any, of the terms and conditions of the contract the Sectoral Provider may vary and the procedure by which any such variation shall be carried out;
- (h) the manner in which the Consumer shall be notified of any changes to the contract;
- (i) if applicable, any requirements concerning the manner in which notices in respect of the contract shall be served by either party on the other;
- (j) the methods by which the contract may be terminated by either party;
- (k) where a minimum contract duration is specified under sub-regulation 24(2)(c), the circumstances in which the contract may be terminated before that minimum period has expired and the method by which any such termination shall be effected;
- (l) where the Sectoral Provider may impose a charge for the termination of the contract prior to the expiry of any specified length and/or minimum duration of the contract -
 - (iii) the circumstances in which any such charges shall be payable; and
 - (iv) the amount of any such charge and the method by which it is calculated;
- (m) the manner in which the contract may be renewed, including, if applicable, the circumstances in which the contract shall be renewed automatically;

- (n) the circumstances in which the Sectoral Provider may suspend or disconnect the Services provided pursuant to the contract;
 - (o) where the Sectoral Provider may impose a charge for the disconnection or subsequent reconnection of the Services provided pursuant to the contract, details of -
 - (i) the circumstances in which any such charge shall be payable; and
 - (ii) the amount of any such charge and the method by which it is calculated;
 - (p) any penalty or agreed damages that may be imposed on the Consumer under the contract, including the nature of any such item and the circumstances in which it may be imposed; where a Security Deposit is required by the contract, details of -
 - (i) the basis on and manner in which it shall be held by the Sectoral Provider;
 - (ii) how and under what circumstances it shall be refunded to the Consumer; and
 - (iii) any penalties and/or charges that may be applied to it and the circumstances in which these may be applied; and,
 - (iv) the availability of the Complaint handling procedure under these Regulations, including the methods by which it may be initiated.
25. (1) A contract entered into by a Sectoral Provider with a Consumer shall where the Consumer so elects, be for no more than twelve (12) months.
- (2) Where a contract specifies a minimum duration for which it shall last, the Consumer may terminate the contract at any point after the expiry of that specified period by providing the Sectoral Provider with a written notice, presented in hard copy or electronic form, 30 days before the required contract termination date. The Sectoral Provider shall not impose a penalty or any other charge (save in respect of any Product or Service already provided to the Consumer pursuant to the contract) where the Consumer terminates the contract in such circumstances.
26. Where a Consumer has entered into a contract with a Sectoral Provider for the purchase, lease or supply of any Service and/or Product, the Consumer may cancel the contract without a penalty or any other charge for up to five (5) Business Days from the date of the contract, unless the Service and/or Product has been consumed, mixed or moved to another

container by the Consumer by that time. The Sectoral Provider must provide a specific telephone number which the Consumer may call free of charge for this purpose.

27. (1) Where a Sectoral Provider intends to make a modification, amendment or variation to a term of a contract with a Consumer that is likely to be of material detriment to the Consumer -
- (a) the Sectoral Provider shall give the Consumer not less than one (1) months' notice, presented in hard copy or electronic form, of the proposed modification, amendment or variation;
 - (b) the Sectoral Provider shall, at the same time as it provides notice to the Consumer under regulation 27(1)(a), inform the Consumer -
 - (i) that, if the proposed modification, amendment or variation is not acceptable to the Consumer, the Consumer is entitled to terminate the contract by serving the Sectoral Provider with notice during the period specified in the Sectoral Provider's notice; and
 - (ii) that no penalty or charge shall be imposed by the Sectoral Provider in consequence of the Consumer terminating the contract, save as is provided for by regulation 26.
 - (c) the Consumer may, having received a notice under sub-regulation 27(1)(a), terminate the contract forthwith by providing the Sectoral Provider with notice, presented in hard copy or electronic form, of his intention to do so at any point during the period provided for by the Sectoral Provider's notice. The Sectoral Provider shall not impose any penalty or charge on the Consumer for any such termination other than in respect of any Service already provided to the Consumer under the contract. For the avoidance of doubt, the Sectoral Provider shall not impose any penalty or charge in respect of any Product purchased by the Consumer in connection with the Services provided under the contract where the contract is terminated in these circumstances;
- (2) For the avoidance of doubt, a change in the price of any Product or Service provided by a Sectoral Provider pursuant to a contract with a Consumer shall fall within the terms of sub-regulation 27(1) where any such change would be to the material detriment of the Consumer, regardless of whether the proposed change has been approved or directed by the Office.

28. Where a Sectoral Provider enters into a contract with a Consumer for more than one Product and/or Service one or more of which is provided by or through a third party, the Sectoral Provider shall be fully responsible for the effective performance of the product and/or service, including in particular service support, warranties, maintenance, complaints handling, dispute resolution and other administrative requirements.
29. (1) A Sectoral Provider may require a Consumer to provide a Security Deposit in respect of a Product and/or Service to be provided by the Sectoral Provider pursuant to a contract with the Consumer where the outcome of a credit assessment conducted in relation to the Consumer and the Product and/or Service to be provided indicates the provision of a Security Deposit would be reasonable and appropriate in all the circumstances. Any such Security Deposit shall -
- be reasonable in all the circumstances; and not exceed the charges the Sectoral Provider reasonably anticipates the Consumer will incur in respect of the Product and/or Service to be provided in any period of one (1) month.
- (2) Where a Sectoral Provider requires a Consumer to provide a Security Deposit pursuant to regulation 29(1), the Sectoral Provider shall -
- prior to the collection of any such Security Deposit -
- (a) provide the Consumer with information about the terms under which the Security Deposit will be held, including in particular the circumstances in which it may accrue interest, be forfeited (in full or in part) or be repaid; and
 - (b) obtain the Consumer's agreement to the circumstances in which the Security Deposit shall be forfeited (in full or in part). Where agreement cannot be reached, the Sectoral Provider may decline to enter into a contract with the Consumer or decline to supply a particular Product or Service to the Consumer; and
- (3) within ten (10) Business Days of receiving the Security Deposit, inform the Consumer in writing of the account to which the Security Deposit shall be applied; and
- (4) repay to the Consumer the amount of the Security Deposit (or the balance then remaining) along with any interest accrued in relation to it within ten (10) Business Days of the Consumer -

- (a) satisfactorily completing the terms of the Security Deposit arrangement; or,
 - (b) ceasing to receive from the Sectoral Provider the Product or Service in respect of which the Security Deposit was required.
30. (1) An accepted copy of a signed contract, or where the contract was entered into other than by a physical signature, entered into by a Sectoral Provider with a Consumer for the provision of Services shall be supplied or made available to the Consumer -
- (a) when the contract is entered into;
 - (b) in print and/or electronic form, as opted for by the Consumer; and
 - (c) on request by the Consumer, at any other point in time, subject to Regulation 12.
- (2) Where a Consumer requests an additional copy of a contract entered into with a Sectoral Provider pursuant to paragraph (1)(b) in print form, the Sectoral Provider may require the Consumer to pay a fee before providing any such copy. Any such fee must be reasonable in all the circumstances.

PART 6 – BILLING

31. (1) Before or at the same time that it issues the first Bill to a Consumer, a Sectoral Provider shall advise the Consumer in general terms of -
- (a) the amount of time the Consumer has to pay for the provision of the Sectoral Provider's Services and the Consumer's obligation to pay a Bill for these Services by the specified date;
 - (b) if applicable, the Sectoral Provider's processes for -
 - (i) Interim Billing;
 - (ii) changes in the Billing Period; and
 - (iii) following up overdue Bills;
 - (iv) the effect of partial payment of a Bill;
 - (v) whether or not the Sectoral Provider charges interest on late payments (such interest to be reasonable);

- (vi) the method used by the Sectoral Provider for allocating amounts received in the event of partial payment of a Bill; and,
 - (vii) the effect of non-payment and/or late payment of a Bill, including that this may lead to the Suspension and/or Disconnection of current and/or future Services.
32. (1) Every Bill issued by or on behalf of a Sectoral Provider shall include, at least -
- (a) the Consumer's name and address;
 - (b) the Sectoral Provider's current business name and address;
 - (c) a clear and specific form of identification for the Bill, for example a unique reference number;
 - (d) the Bill's date of issue;
 - (e) details of the period of time to which the Bill relates;
 - (f) details of all credits, charges, interest and general payments due to or owed by the Consumer for the period to which the Bill relates, including a clear description of the items or Services to which any such credits, charges, interests or payments relate;
 - (g) where requested, and free of charge, itemised details of each credit, charge, interest and payment due to or owed by the Consumer for the period to which the Bill relates;
 - (h) details of any discounts applicable and/or applied to the sums contained in the Bill;
 - (i) the net amount payable by the Consumer or repayable by the Sectoral Provider;
 - (j) the date by which any payment or repayment shall be made;
 - (k) methods by which the Consumer can contact the Sectoral Provider to -
 - (i) make enquiries and/or request clarification about the Bill or billing more generally; or
 - (ii) express dissatisfaction and/or make a Complaint about the Bill or billing more generally;
33. Every Bill issued by or on behalf of a Sectoral Provider shall -

- (a) be formatted in such a way that a Consumer can easily read and understand it;
 - (b) be available in more than one medium, at least one of which, shall be the medium in which the Sectoral Provider issues and provides Bills to its Consumers as a matter of course;
 - (c) contain charges and information that is, in so far as is possible, up to-date and accurate. In order to secure compliance with this regulation, a Sectoral Provider shall put in place appropriate systems and safeguards to ensure inaccuracies in Bills are minimised;
 - (d) contain charges and information that are verifiable;
 - (e) be produced and sent to the Consumer by the Sectoral Provider within thirty (30) days of the last day of the Billing Period to which it relates unless -
 - (i) the Sectoral Provider has been made aware of and is in the process of dealing with a dispute over a charge, credit, interest or payment that is to be included in the Bill, in which case the Bill shall be issued as soon as is practicable after the resolution of any such dispute;
 - (ii) a problem has occurred with the Sectoral Provider's billing system, in which case the Bill shall be issued as soon as is practicable after the problem has been resolved or within such time period as the Office shall specify; and
 - (iii) other circumstances beyond the reasonable control of the Sectoral Provider delay its production and/or dispatch to the Consumer.
34. (1) A Sectoral Provider shall ensure the Consumer is able to obtain from the Sectoral Provider -
- (a) information relevant to his current Bill or any item contained in it;
 - (b) sufficient information for him to be able to verify the charges and information contained in his current Bill;
 - (c) his Bill or any Billing information in a format he is able to store and reproduce;
 - (d) upon request, a fully itemised Bill in the format of his choice that he or she is able to store and reproduce;
 - (e) clear verbal and/or written advance notice in relation to any charges, which shall be reasonable in the circumstances, that

- may be associated with obtaining a physical copy of a fully itemised Bill;
- (f) confirmation of any payment he has made pursuant to a Bill, by at least –
 - (i) including acknowledgement of any such payment on the next Bill issued by the Sectoral Provider; and
 - (ii) providing confirmation of any such payment over the telephone (the Sectoral Provider shall provide a specific telephone number which is free of charge from any local network that can be used for obtaining such confirmation);
 - (g) where the Sectoral Provider has agreed with the Consumer that itemised details of all credit, charges, interests and payment due from or owed to the Consumer in any given Billing Period shall not be provided on each Bill, details of the notice period the Consumer will need to give the Sectoral Provider to receive Bills containing such itemisation;
 - (h) details of the methods by which the Consumer can make a payment in respect of a Bill, at least one of which must be free of any processing or administrative charge;
 - (i) details of the terms and conditions associated with each available method by which the Consumer can make a payment in respect of a Bill;
 - (j) details of the Sectoral Provider's payment and debt collection processes.
- (2) Unless otherwise specified by this regulation or requested by a Consumer, a Sectoral Provider may satisfy a requirement under this regulation to make available and/or provide information by providing it in a Bill.
- (3) A Sectoral Provider shall ensure that any information it makes available and/or provides pursuant to this regulation is -
- (a) accurate;
 - (b) up to date;
 - (c) presented in a manner that is simple, clear and avoids the use of unnecessary legal or technical terms; and
 - (d) made available and/or provided in a timely manner.

35. Save as expressly provided for by this regulation, a Sectoral Provider shall not charge a Consumer for issuing a Bill or for providing information relating to a Bill or billing more generally, which the Sectoral Provider is required to make available and/or provide under this regulation.
36. Where a Consumer requests information that the Sectoral Provider is not required to provide under this regulation, a Sectoral Provider may impose such charge as would be reasonable in all the circumstances. Before any such charge is incurred and/or imposed, a Sectoral Provider shall -
 - (a) inform the Consumer of any applicable charge; and
 - (b) obtain the Consumer's consent to any charge being incurred and/or imposed.
37. Where a Consumer refuses to consent to any charge referred to in regulation 36(a) being incurred and/or imposed, a Sectoral Provider may refuse to provide the information requested.
38. Where a Consumer requests a Bill in an alternative and/or additional medium to the medium in which the Sectoral Provider issues and provides Bills to its Consumers as a matter of course and/or has previously been issuing and providing Bills to that Consumer, the Sectoral Provider may impose a charge for the provision of a Bill in the medium requested. Prior to imposing any such charge a Sectoral Provider shall inform the Consumer of -
 - (a) the amount of the charge to be imposed; and
 - (b) the method by which the amount of the charge to be imposed has been calculated.
39. Where provided for in these regulations, where a Sectoral Provider intends to change -
 - (a) its Billing Medium, it shall provide its Consumers with notice of the proposed change and any options available to a Consumer in relation to that change, no less than thirty (30) days before it intends to implement the change and, as a minimum, via the same method it provides a Bill for that service; and
 - (b) its Billing Period, it shall provide its Consumers with written notice of the proposed change and any options available to a Consumer in relation to that change, no less than two (2) current Billing Periods before it intends to implement the change and, as a minimum, via the same method it provides a Bill for that service.

40. A Sectoral Provider shall not include a charge or payment due in a Bill after three (3) months from the end of the Billing Period in which the relevant Product or Service giving rise to the charge or payment due was provided to the Consumer.
41. Any fee charged by a Sectoral Provider in consequence of late and/or non-payment of a Bill by a Consumer, shall -
 - (a) be reasonable in all the circumstances;
 - (b) be proportionate to the cost, if any, incurred by the Sectoral Provider as result of the late and/or non-payment; and
 - (c) not represent or cause an inordinate burden to the Consumer.
42. (1) A Sectoral Provider shall provide a Consumer with a reasonable period of time, of no less than thirty (30) days, in which to pay a Bill without any late payment penalty being applicable.
 - (2) A Sectoral Provider shall not take any measures to effect payment from a Consumer, who has not paid all or part of a Bill in respect of a Service provided by the Sectoral Provider, the result of which is disproportionate.
 - (3) Where a Sectoral Provider has not received payment of an outstanding and undisputed balance on a Consumer's account within thirty (30) days of the payment falling due, the Sectoral Provider -
 - (a) shall provide the Consumer with a first notification, presented in hard copy or electronic form, that the payment is overdue; and
 - (b) may Restrict the Consumer's access to its Services.
 - (4) Where a Sectoral Provider has not received payment of an outstanding and undisputed balance on a Consumer's account within forty-five (45) days of the payment falling due, the Sectoral Provider -
 - (a) shall provide the Consumer with a second notification, presented in hard copy or electronic form, that the payment is overdue; and
 - (b) may Suspend the Consumer's Services. Prior to any such Suspension the Sectoral Provider shall, no less than five (5) Business Days before the proposed Suspension is intended to take effect, provide the Consumer with a notice, presented in hard copy or electronic form, that clearly sets out -

- the amount owed;
- (c) the total amount that has to be paid to avoid Suspension of the Services;
- (d) the date by which payment has to be received to avoid Suspension of the Services;
- (e) the methods by which payment can be made;
- (f) the date on which Suspension will take effect in the absence of payment; and
- (g) details of any on-going and/or additional charges that will apply while the Services are Suspended.

(5) Where a Sectoral Provider has not received payment of an outstanding and undisputed balance on a Consumer's account within sixty (60) days of the payment falling due, and any Security Deposit paid by the Consumer has been exhausted, the Sectoral Provider may disconnect the Consumer's Services. Prior to any such disconnection or discontinuance of the provision of product or service, the Sectoral Provider shall, no less than five (5) Business Days before the proposed disconnection or discontinuance of the provision of product or service is intended to take effect, provide the Consumer with a notice, presented in hard copy or electronic form, that clearly sets out -

- (i) the amount owed;
- (ii) the total amount that has to be paid to avoid disconnection of the Services;
- (iii) the date by which payment has to be received to avoid disconnection of the Services;
- (iv) the methods by which payment can be made;
- (v) the date on which disconnection will take effect in the absence of payment;
- (vi) that, if the Services are disconnected, the Consumer's current service plan, Product and/or telephone number may not be available if he subsequently seeks to Reconnect the Services that have been Disconnected;
- (vii) that a reconnection fee may be payable if the Services are Disconnected and the Consumer subsequently seeks to Reconnect them;
- (viii) that the debt may be passed to a collection agency;
- (ix) how much any new deposit would be; and

- (x) that legal action may be taken to recover the unpaid debt.
- (6) A Sectoral Provider shall, on the request of a Consumer, conduct a review of a decision to Restrict, Suspend or Disconnect the Services it provides to the Consumer and inform the Consumer -
- (i) that the review will be started within two (2) Business Days of the date of the request;
 - (ii) that the review will be completed within five (5) Business Days of the start of the review;
 - (iii) of the outcome of the review; and
 - (iv) where the Consumer remains dissatisfied following the completion of the review, of his ability to make a Complaint and the way in which any such Complaint can be made.
- (7) A Sectoral Provider shall not impose a reconnection fee on a Consumer where the Services provided to the Consumer have been Restricted, Suspended or Disconnected as the result of a mistake on the part of the Sectoral Provider. For the avoidance of doubt, this includes a mistake regarding whether the Consumer has paid a Bill or part of a Bill within the provided time period.
- (8) A Sectoral Provider shall ensure its Credit Management processes are fair to Consumers. In particular, a Sectoral Provider shall -
- (i) not take Credit Management Action in respect of a sum that is the subject of an unresolved Complaint (i.e. one that is still being investigated by the Sectoral Provider, the Office or another recognised third party and/or one in respect of which the Consumer has not agreed to a proposed resolution), until the Complaint has been resolved;
 - (ii) ensure no debt sold and/or assigned to a third party includes a sum that is the subject of an unresolved Complaint (i.e. one that is still being investigated by the Sectoral Provider, the Office or another recognised third party and/or one in respect of which the Consumer has not agreed to a proposed resolution);
 - (iii) inform a Consumer when it is intending to commence any Credit Management action in respect of a sum which has previously been disputed by the Consumer and/or been the subject of a Complaint, such dispute and/or Complaint having been resolved;
 - (iv) where part of an amount of a Bill is the subject of an unresolved Complaint, inform the Consumer that Credit Management

Action may be taken in relation to those amounts that are not the subject of that Complaint;

- (v) resolve a Complaint about a Bill, part of a Bill or Service provided by the Sectoral Provider, made by a Consumer after a debt in respect of that Consumer has been sold and/or assigned to a third party; and
- (vi) may impose a charge on a Consumer for Credit Management Action taken in respect of him/her. Any such charge shall not exceed the costs incurred by the Sectoral Provider in taking the Credit Management Action and shall not be imposed unless and until five (5) Business Days after the Sectoral Provider has informed the Consumer of the amount of any such charge and the method by which it has been calculated.

PART 7 – General Provisions

- 43. A consumer harmed by unfair commercial practices should have access at least to:
 - (a) a contractual remedy; and
 - (b) a non-contractual remedy, including the right to compensation for damages.
- 44. An entity, such as a consumer organisation is deemed to have a standing and could request:
 - (a) An injunction order; and
 - (b) A redress order, including compensation for the harm caused by the infringement.
- 45. (1) The Office may, after receiving any information or complaint or directions from the Cabinet or of its own motion, conduct or cause to be conducted a preliminary inquiry as to whether there exists a prima face case of violation of consumer rights or any false or misleading advertisement, by any person, which is prejudicial to the public interest or to the interests of consumers and if it is satisfied that there exists a prima face case, it shall cause an investigation to be made by the relevant authority having jurisdiction.
 - (2) Where, after preliminary inquiry, the Office is of the opinion that the matter is to be dealt with by a Regulator establish under any other law

for the time being in force, it may refer such matter to the concerned Regulator along with its report.

46. (1) All measuring equipment utilised at a licensee's or permit holder's regulated premises and/or retail outlet must be appropriate for their intended uses, including fuel and/or compressed gas scales, dispensers and meters. In addition, all measuring equipment must:
 - (a) have been approved, inspected and certified by the Office;
 - (b) be properly installed and protected from environmental interferences;
 - (c) be used in a manner that ensures accurate measurement; and
 - (d) be able to clearly indicate the weight or measure.
- (2) The Office can periodically inspect measuring and calibration equipment to ensure that the Licensee or Permit Holder is fulfilling their responsibilities.
- (3) The Office will perform follow-up inspections to ensure that any required maintenance, repairs or any other requirements carried out by the Licensees or Permit Holder is adequate.
- (4) The Office may also carry out on-site visits or inspections resulting from investigations in relation to consumer complaints.
47. All retail outlet attendants and staff must comply with safety requirements on the Forecourt, and be able to explain those safety requirements to all consumers present on the Forecourt. Safety requirements shall include control measures in relation to health and safety rules at the pump, fire risks, filling approved equipment, fuel storage, vehicle operation and movement, compressed air systems, and electricity, as well as the manual handling and storage of dangerous substances.
48. For the purposes of enforcing these regulations the Office will conduct random fuel quality testing at fuel pumps, bulk fuel terminal and permitted vehicles. The Office may exercise the powers set out in sections 14 and 15 of the Dangerous Substances Law or any other law or regulation.
49. (1) A Sectoral Provider shall ensure a Consumer is able to report faults with, and interruptions to, a Service being provided to the Consumer by the Sectoral Provider twenty-four (24) hours a day, seven (7) days a week free of charge from any local telephone network.

- (2) A Sectoral Provider shall repair any issues with a Service it provides in accordance with the relevant Code or Standards as determined by the Office from time to time.
50. A Sectoral Provider shall give its Consumers notice of any planned or anticipated disruptions to its Services at least seven (7) days in advance of such disruption which notice, presented in hard copy or electronic form, shall include -
- (a) the date and time of the disruption;
 - (b) the length of time it is anticipated the disruption will last;
 - (c) the Service and/or particular service areas that will be affected by the disruption; and
 - (d) any compensation or other remedy that may be available to Consumers as a result of the disruption.
51. (1) A provision in the contract which purports to limit the liability of the Sectoral Provider for damages caused to the consumer's person or property is void.
- (2) A provision in the contract which purports to limit the obligations of the Sectoral Provider beyond Force Majeure are void.

Made in Cabinet the [...] day of [...], 20[XX]

[]

Clerk of the Cabinet