

Amendments to the Consumer Protection Law

By **Laura Warren**



Law No.(8) of (2008) regarding Consumer Protection (the Consumer Protection Law) as amended by Law No.(14) of (2011) was enacted in recognition of the unlucky recipients of unscrupulous merchants. Previously protection had been granted under Law No.(2) of (1999) on Combating Commercial Fraud. Traditionally, save for the 1999 law, consumers had, in the event of faults or malpractice, little or no recourse against suppliers. Underhand practices appeared, such as the sale of defective or sub-standard goods, misrepresentation of prices (influencing inflation) and negligence over safety standards. It became necessary to introduce statutory measures to bring suppliers to the Qatar market into line and to make them more accountable to their consumers.

The Consumer Protection Law, in essence, protects the rights of the consumer in actions against a supplier or advertiser of goods. Article 2 of the Consumer Protection Law provides examples of how a consumer's rights are guaranteed and also includes provision for the right to the protection of health and safety when using commodities and services, as well as the right to participate in any society or council related to consumer protection.

Article 3 of the Consumer Protection Law places the onus on the supplier to initially refund or replace the defective item, as well as incorporating into any contract the obligation to repair, maintain or offer an after-sale service for the commodity in question.

The supplier is further obliged not to sell, display, or otherwise offer any defective commodity, and commodities on display must be clearly marked with all relevant product information. Consumers must be made aware of dangerous items and the supplier will be liable for any non-compliance with conditions relating to health and safety. If a supplier discovers that the commodity or service is faulty in any way, he must immediately withdraw it from sale and advise the relevant local authorities. For

locally produced goods, both the manufacturer and the seller will be jointly liable for losses caused by such fault.

The Consumer Protection Law also deals with price, whereby the supplier is legally obliged to prominently display the price of any commodity. The consumer can also expect to receive a detailed invoice confirming the sale. Law No.(14) of (2011) states in summary that the prices of commodities and services may not be increased unless in compliance a Ministry of Business & Trade resolution.

Article 18 of the Consumer Protection Law provides details of the penalties unscrupulous suppliers can expect to incur should they contravene the law, i.e., detention for a term not exceeding two years and a fine. Pursuant to the amendments made by Law

No.(14) of (2011), such fines have been changed from between 5,000 and 10,000 Riyals to between 3,000 and 1 million Riyals. This penalty will double if the supplier repeats the offence within five years of the original infringement. Furthermore, if the supplier fails to advise of a dangerous commodity the fine has been amended from between 15,000 and 100,000 Riyals to between 15,000 and 1 million Riyals. Suppliers who unwittingly advertise incorrect information

**Local authorities
may ... destroy any
defective goods and
refer the matter
to the court for
further action**

are excluded from this penalty if it is determined that the information provided was too technical to verify.

Law No.(14) of (2011) further adds that violating shops can be closed by up to three months where repeat violations occur.

Local authorities may, if a situation is not corrected within a specified time, suspend a supplier's activities for a period of a maximum ten days, destroy any defective goods and refer the matter to the court for further action.

Qatar law may not be as comprehensive as the laws in other jurisdictions, it nonetheless offers consumers the right to be heard and to receive due consideration. The increased penalties should act as a deterrent.

Clyde & Co LLP

Qatar Financial Centre
West Bay, Doha, Qatar
PO Box 31453

Tel: (974) 4496 7434

Email: laura.warren@clydeco.com

www.clydeco.com