The Consumer Council of Fiji welcomes Prime Minister Rear Admiral Voreqe Bainimarama’s progress initiative to bring about much awaited reforms in the country’s health sector.

We applaud the Prime Minister for his foresight in recognizing the need to sensitise those engaged in the delivery of public health services around the country.

‘Talking about services and the need to improve them, one of the critical areas I have great concern about and which my office has been assessing is medical services. Public medical service delivery does not only relate to the ratio of doctors to patients but the attitude of medical staff towards their clients who are both out- and inpatients. It includes the level of compassion, empathy and sensitivity shown by our medical staff.’

These are the words of the Prime Minister in May, while launching the ‘Leadership Model’ for public servants.

‘It is up to you, he said, ‘to set high standards of integrity, transparency and dedication that others can follow. Ultimately, I believe that it’s about taking pride in your job. That’s the bottom line. It can be something as small as making sure that a citizen who calls with a question gets the information they need rather than simply being passed to another office … it always means keeping sight of the human element in your job.’

The Prime Minister’s commitment to bringing about reforms in the health sector creates an air of optimism for consumers, especially given the number of medical and dental complaints the Fiji Medical and Dental Secretariat has still been unable to resolve, with consumers awaiting redress.

One such case is that of a tour guide, Jokapeci Eya, who is still waiting to hear from the Fiji Medical and Dental Secretariat in response to her complaint. She lost a healthy tooth in a dental procedure, two years ago.

Eya lodged a complaint with the Consumer Council of Fiji in 2012 against two dentists, Dr Sashi Prasad and Dr Jean Manulevu, for negligence and unprofessional conduct in relation to a dental treatment they performed on her. Eya paid Dr Prasad $200 in cash and gave her two 22karat gold chains worth $800. In return, she lost her smile. She now wears a denture.

The Council, upon receiving her complaint, called for mediation, which was unsuccessful. The Council then referred the case to the Fiji Medical and Dental Secretariat. Eya paid the necessary fee of $10 to register her complaint with the secretariat.

Since lodging her complaint, Eya says, she has contacted them several times but to date, the Secretariat has failed to provide feedback on her case, let alone award the redress she is seeking.

‘How much longer do I have to wait to get redress for my loss?’ asks Eya. Many others who have lodged complaints with the Secretariat are asking the same questions about their cases.

Like Eya and others, the Council is questioning the Secretariat’s commitment to the public.

It is no secret - the country’s health care service, both public and private is a burning consumer issue. Many are expressing grave concern over what they see as the deplorable manner in which they are served by some medical and dental practitioners around the country.

Cases bordering on medical negligence surface every now and then. One of the latest is the incident of the newborn falling to the ground as his mother was forced to take a walk despite already being in labour. Jai Narayan’s case also made headlines. He was alive yet the hospital pronounced him dead. One can’t help wondering what would have happened if he had been taken to the morgue!”

Justice Delayed Is Justice Denied

Continued on page 7
For Fijian consumers as well as the Fiji Consumer Council, 2014 began on a high note with the world consumer body, Consumers International, CI, expressing its heartfelt appreciation for being able to recognize the Government’s commitment to overhauling its consumer protection laws in a bid to improve the lives of ordinary Fijian consumers.

CI overwhelmingly welcomed the Bainimarama Government’s announcement that it will set up a Consumer Complaints/Compensation Tribunal in Fiji, which will ensure that consumers have access to a clear, simple, and more flexible and affordable redress system.

With such great anticipation, the Council carried on with its usual business of dealing with pertinent consumer issues, working towards making consumers more conscious and assertive to stand for their rights as consumers in the marketplace, irrespective of their purchasing power or geographical barriers (for the Council aims to penetrate throughout the rural and maritime zones using media, in particular, radio, to educate all consumers).

A remarkable achievement for the Council was the massive public awareness campaign about the Fiji TattsTotto disclaimer on the receipts in Fiji, which states ‘This receipt does not constitute a valid game entry until accepted at the Tattersalls on-line Game System in Melbourne Australia’. Such disclaimers are not found on the receipts of the TattsTotto games played in every state of Australia – so why here? While the disclaimer is still embossed on the receipts, the key stakeholders attached with this notorious lottery have acknowledged the concern and have assured us that they will look into the matter.

Another high point was the quick action taken by the Council to discover the return of The Pink Window Creations as ‘Fashion Bure’, another online boutique, managed by a director who happened to carry the same residential address as the owner of The Pink Window Creations, which owed more than $70,000 to the Fijian consumers. (We thought it was leopards who do not change their spots!)

The mobile telecommunication sector was another area in the Council spotlight in recent months with the 2014 World Consumer Rights Day celebration selecting ‘Fix Our Phone Rights’ as its theme. Mobile services have liberated consumers with the ease of talk and text, but they have also morphed into mini-computers giving access to information and services that are crucial to people’s livelihoods.

Without a doubt, the mobile phone has rapidly become a necessity in today’s world. Fiji alone has more than 800,000 mobile phone subscribers, 20% of whom have dual subscriptions. In the public interest, we launched a campaign using mainstream and social media to create public discussion on the quality, reliability, accessibility, fairness, and even integrity of mobile services that have rapidly become a necessity in today’s world.

The public response was overwhelming, with many raising concern about widespread matters such as: repay phone charges, lose or use expiry dates on data, number portability, roaming charges, child safety over the use of internet on mobile phones and other unethical and unfair promotions and behaviour of mobile companies.

The Council also kept a close eye on second-hand vehicle dealers: consumer complaints continue to come our way regarding the standard of used vehicles—defective, faulty, worn-out spare parts and clocked vehicles penetrating our marketplace, we’ve seen it all. We have reaffirmed our earlier call for the re-introduction of the JEVIC (Japan Export Vehicle Inspection Centre). We need to be pragmatic as this would better protect consumers in the absence of adequate regulations to safeguard consumer interests. Policies currently in place are, alas! generally insufficient to protect consumers when they are buying and financing a used vehicle.

Right from cars to garlic, medical and dental services to bank charges and door-to-door sales, the Council continued to receive a range of complaints from all strata of our society—and all in all, aggrieved consumers anticipate some form of redress.

We thank the consumers for standing by us, guiding us with information, complaints and concerns regarding consumer-related issues. Without this solidarity, we would not be able to do justice to our cause: we encourage consumers to become more assertive and conscious of their consumer rights and responsibilities.

The remaining six months of this year look equally exciting with the country going to the polls in September. There is an air of positivity in consumer solidarity and we are optimistic that consumer protection will remain high on the agenda for the chosen national leaders and that consumers will see the setting up of the consumer tribunal become a reality—soon!

Premila Kumar | Chief Executive Officer

As a consumer, what would you like to see in the manifesto of political parties regarding consumer protection?

The wages of the people need to be increased so that they match the cost of living and improve people’s standard of living. The Bainimarama government has done its part and that is making education free for all primary and secondary students. The onus is now on the upcoming government to raise the standard of living for consumers by increasing the wages so that they are able to afford the current cost of living.

John Peter | Nadi

Food items, fuel, general groceries, second-hand clothes, electricity, water rates, phone rates and other things that consumers are billed with need to be reduced. Right now, the bills are too high and the prices of food items and daily needs are very expensive. The prices of these things need to be reduced so that they are affordable for all consumers. As for politicians, if they promise that they will deliver such changes they need to live up to their promises.

Samuel Prasad | Naitasiri

The price of basic food items is very expensive. Therefore, it should be reduced and the quality of items sold to us consumers should be improved. Standards need to be put in place and consumer laws that protect consumers’ rights need to be enforced.

Tagi Jiuta | Delainavesi

CEO’s Message

Street Talk
Justice of the Peace (JP) found to be not so exemplary

Michael Nand and a friend had approached a duly appointed and sworn Justice of the Peace (JP) at his office of business, seeking his assistance in witnessing a Third Party Transfer of ownership document. To Mr Nand’s surprise, the JP reacted quite abruptly to their request for assistance, as these samples from his dialogue show:

a) “Could you not find any other JP?”
b) “I have done a few of these types of witnessing since the morning. I am not here for such things as I need to earn some money.” This prompted the requesters to ask the JP whether he was charging money to witness as a JP, to which he replied, “I am running a business to survive.”
c) “You can go ahead and complain. It does not bother me and you can go to someone else to get it witnessed. I don’t have time for such things.”

After receiving Mr Nand’s complaint, two Consumer Council staff members visited the JP’s office incognito, one requesting to have a copy of her passport certified and the other requesting to have a copy of her driver’s license certified. The Council staff stated that the JP asked them the following questions:

a) “Who told you I was here?”
b) “Can’t you find someone else to certify your documents?”
c) “Is there no one else you can go to?”

Both of the Consumer Council staff also confirmed that during their visit, the JP reeked quite strongly of alcohol and that there were empty beer bottles visible on the side of the JP’s table inside his office. One of the Council staff also stated that the JP uttered vulgar language when she advised him who had directed her to his office.

The Council has since written to the JP, who had his solicitors respond denying everything that had happened with Mr Nand and his friend as well as with the two Council officers who had visited his office. The Council also wrote formally to the Minster for Justice, who is currently looking into the matter.

Your rights

Be aware that Fiji’s JPs are governed by a Code of Conduct, which is found in the Draft Handbook for Justices of the Peace in the Republic of Fiji compiled by the Ministry of Justice. The appointment of any JP is made subject to the Code of Conduct, which establishes acceptable standards of conduct for JPs. This handbook also outlines the duties and responsibilities of any JP that has been appointed as a Justice of the Peace pursuant to Section II of the Magistrates Court Act (Cap 14).

1. Access to Services – Section 1 of the handbook provides that a JP must not unreasonably refuse to provide JP Services and must treat all persons seeking JP services with courtesy, dignity and respect. A JP must also deal with requests for JP services in a timely manner.
2. Code of Integrity – Section 1 of the handbook states that JPs must carry out their duties in a proper manner and administer the law in so far as they are authorized and called upon to do so, without fear or favour, affection or ill-will, in accordance with their Judicial Oath and in the most conscientious manner possible.
3. JPs must not be paid – Section 1 of the Handbook states that a JP must not benefit, in cash or kind, for any service as a Justice of the Peace.
4. Complaints – you may raise a complaint against a JP if he has breached the code of conduct. Section 1 of the handbook also states that a JP must have a Complaints Form readily available should a member of public require one. When notified, a JP must respond to a complaint without delay.

Your responsibilities

1. When visiting a JP, you need to take all the necessary documents with valid photo identification. You cannot sign any document on behalf of anyone else.
2. Documents that need to be witnessed by a JP have to be signed in front of the JP. Do not sign the documents before you visit a JP.
3. You have a responsibility to behave respectfully when seeking the services of a JP.

Our Advice

1. The two main functions of a JP are to witness the signing of documents such as Affidavits and Statutory Declarations and to certify copies of documents. Some of these documents may be required in Court proceedings while other documents may be needed for people to access benefits or to meet their legal responsibilities.
2. JPs have been given a copy of this draft Handbook by the Ministry of Justice and have been briefed on their duties and responsibilities during their induction as a Justice of the Peace. They are well aware of their duties and responsibilities.
3. The general public may lodge a complaint against a JP with the Consumer Council or with the Department of Justice.
World Consumer Rights Day Celebration 2014

“Fix Our Phone Rights”

Lose or Use expiry dates, number portability, data security, mobile phone rates, roaming charges and child safety when accessing internet on mobile phones were some of the key areas of discussion at this year’s World Consumer Rights Day celebrations with the theme, “Fix Our Phone Rights”.

The Consumer Council of Fiji together with Software Foundation Fij hosted this global event at the University of the South Pacific, Laucala Campus, with its focal point being the country’s mobile telecommunication sector.

The Council was overwhelmed with the number of mobile phone users who joined in the discussions to raise concern publicly on the bad business practices going on in this sector.

The celebration was marked with a “Speak-Out” session, led by five young mobile phone users who shared their views, experiences and grievances related to mobile phone services, in a bid to promote consumer rights and bring about positive change in this sector.

The Attorney General and Minister for Communications, Mr Aiyaz Sayed-Khaiyum, officially opened the celebration.

In-Quotes – WCRD 2014 celebrations

“The consumer tribunal will give consumers a simple and affordable avenue to pursue their claims. Presently, many aggrieved consumers do not have the option to seek justice through the courts because of the nature of the legal system and costly legal fees. This tribunal will put an end to the inequity in the system by offering a mechanism that is accessible to all and that delivers justice in a timely manner.”

Attorney General Mr Aiyaz Sayed-Khaiyum

“Consumers feel ripped off, misled and ignored by those eager to charge them for poor services, connection reliability, unfair contracts, unclear billing, poor customer services and concerns over data piracy—all of these are regular issues for consumers around the world.”

Council’s CEO Ms Premila Kumar

“We want every Fijian to have access to the technology that is transforming our society by changing the way we communicate, the way we conduct business, and the way we access information and gather knowledge.”

Attorney General Mr Aiyaz Sayed-Khaiyum

“When will service providers be responsible and start respecting consumers who are using their services?”

Kaajal Kumar, panelist

“The price of smart phones sold locally is very expensive compared to prices offered online. Thus, consumers should not only compare the prices of smart phones offered locally but also compare the prices offered online on secured websites, which also sells smart phones.”

Chethna Ben, panelist

“Finally: Today you will receive your check de 90000 $, call for free to see the place of receipt of your gift 002522973183”

BEWARE OF MOBILE PHONE SCAMMERS!

IN the first three months of 2014, the Council has been inundated with complaints from consumers who have been receiving unsolicited text messages on their phones.

In most cases, the customers’ numbers had been used by unknown persons or businesses for SMS text message scams.

These incidents have raised serious questions on the security of consumers’ phone numbers and other information kept by mobile phone operators.

The SPAM texts are mostly designed to scam unsuspecting customers or draw mobile users into a suspicious transaction involving the exchange of personal information or even money.

At this stage these texts have been surfacing among Vodafone customers. The Council has so far received no such complaint from Digicel customers, although in one case texts were originating from a Digicel network outside of Fiji.

The Council has raised the question of how these scammers from an international source (+2522973183) were able to acquire customers’ numbers and send them enticing texts that could result in the customer losing money on his phone credit or getting billed.

The irritation factor for the recipient cannot be compensated but how will consumers recover their losses arising from such security breaches? Mobile phone operators should provide compensation to consumers who may have been billed through such scams.
Prepaid mobile customers pay much more

COUNCIL research on mobile phone rates has found that prepaid customers pay significantly higher charges than postpaid customers. Prepay customers pay more in terms of calls, text and data, than their postpaid counterparts.

For example, Vodafone’s prepaid normal call rate is $0.44/minute (on-net), while postpaid customers pay $0.20/minute. Vodafone prepaid customers pay 120% more than postpaid customers.

Digicel prepaid customers pay $0.40/minute (on-net), while postpaid customers pay $0.32/minute. Digicel prepaid customers pay 31.25% more than postpaid customers.

Most ordinary and low-income consumers are on prepay services. The big differences in call rates shows that poorer consumers are paying more to make mobile phone calls than richer customers on postpay plans. Low-income consumers find it difficult to access the cheaper postpay services because of the high deposit and stringent requirements imposed by the mobile operators. Customers also need to go through a credit check.

Vodafone requires a security deposit of 3 months of the monthly bill and Digicel requires customers to pay upfront 2 months of the rental amount as deposit. The rental amounts are the monthly bills as per plan. For example, Vodafone’s cheapest ‘You Choose’ ($30.62) plan will require the customer to pay $91.86 as deposit. In addition to this, the customer needs to provide “reference” and a credit check is conducted by Vodafone Digicel’s ‘Smart Plan 35 ($35) will require a $70 deposit. All postpaid customers for both operators are locked into a 24-month contract and will incur hefty exit fees if they terminate the contract early.

These requirements are very restrictive and it means that many ordinary consumers are locked out of using prepaid services with higher call rates.

Do you trust your mobile phone operator?

Do you remember that when you signed up with your mobile phone operator, you filled in a form containing a list of personal information? Did you know that it is technologically possible for someone to listen to your calls or check your text messages? These are some pressing questions that consumers have a right to ponder upon as they deal with issues of security and privacy! It is widely known that in today’s technological world, the mobile phone operators can, with ease, access customers texts, call data and other information.

Consumers do not really know how mobile operators keep such information and whether their employees are governed by certain enforceable rules and regulation as far as privacy of the customer data goes. The Consumer Council is calling on policymakers and regulators to look seriously into security issues surrounding mobile phone services and ICTs in general in the absence of privacy laws.

A major concern for the Council is the unknown (or even if there are any) rules governing operators practices in regard to customer information on their networks. To what extent or under what circumstances can the mobile operators access the customers’ information? The mobile operators often, when requested, provide information to authorities like the police. There are no clear rules or guidelines on how such information is exchanged and this is a serious gap existing in the consumer protection laws in the mobile telecommunications sector.

The Council believes that having strong privacy laws will provide a safe platform for the mobile phone users.

Number portability is necessary

The Consumer Council continues to lobby for the implementation of mobile number portability (MNP) in Fiji.

The Council included number portability as a key issue on the agenda for its ‘Fix Our Phone Rights’ campaign launched at the World Consumer Rights Day celebrations on 14 March this year.

The Council believes that number portability is an important intervention area that can address the lack of effective competition and choice in the mobile phone sector.

High inter-connect and off-net call charges are barriers keeping consumers from switching and dampening competition amongst the operators. Moreover, mobile phone users in Fiji are restricted from switching between service providers as it would mean bearing the inconvenience of purchasing a new sim card.

Number portability would ensure consumers have a choice to keep their mobile numbers but use the services of any mobile service provider operating in the marketplace.

It would also reduce costs for consumers as it would allow them to change service providers without buying three phones or three sim (cards) for each service provider.

No doubt number portability would give customers more freedom to choose and switch to a service provider that provides better rates and good customer service.

It would remove barriers to competition and choice, such as high interconnection rates that mobile operators pass onto their customers. Number portability will compel operators to improve their customer service levels and make their prices competitive in a bid to retain existing customers or gain new ones.

The Council is calling on the regulator, the Telecommunications Authority of Fiji (TAF) to implement number portability. The Council had also called on the Fiji Commerce Commission in 2011 to intervene, in particular on high off-net call rates, which is discouraging consumers from switching.

What is mobile number portability?

Mobile number portability (MNP) enables mobile telephone users to keep their mobile telephone numbers when changing from one mobile network operator to another. For example if you are a Vodafone customer with the number 9708121, you can still use the same number if you switch to Digicel.
CONSUMER WATCH JUNE 2014

Is your toilet paper really a 1,000-sheet roll?

The Consumer Council regularly monitors advertisements and promotional information, in a bid to stamp out misleading advertisements. Misleading advertisements in posters, newspapers, TV ads and other media are those that provide inaccurate information. They can be designed to entice consumers with catch phrases that hide important facts or to gloss over the absence of any factual statement at all or to fail to provide information that consumers need to make an informed decision.

Some of these advertisements make claims that the advertiser or trader fails to substantiate – in other words, to provide authoritative proof of the claims. And some are often plain irresponsible or deceptive, portraying in a positive way a certain product that actually has proven negative social or health implications.

One such advertisement appeared in a poster on the energy drink brand Powerade, with the phrase “hydrates better than water.” This poster makes the puffed up claim that the energy drink hydrates the body better than water does, but it does not substantiate the claim or provide any scientific proof of this.

The Council indignantly labels this as ‘irresponsible’ because Coca Cola Amatil (Fiji), the maker of this energy drink, is comparing Powerade to water as a better fluid for hydration. This is contrary to the Ministry of Health’s efforts to encourage people to consume water as part of its NCDs alleviation strategy.

After Council’s insistent exchange of correspondences and debate with representatives from Coca Cola, the soft drink giant finally removed all posters with the unsubstantiated claim.

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Product recalls

Shop n Save recalls biscuits

In April, Shop n Save recalled 250g Classic Cameo Cremes biscuits from all its stores Fiji-wide after consumers expressed dissatisfaction over weevils in the biscuits. The Council strongly urges traders, particularly manufacturers, wholesalers and retailers of food products to undertake immediate recalls. Should there be safety and quality issues with their products?

Toyota recalls did not affect Fiji

A GLOBAL recall by Japan’s Toyota Motor Corporation in April did not affect the Fijian market.

CEO of ASCO Motors in Fiji, Jai Kumar, confirmed to the Council in an email correspondence that the global recall had no effect on the Fijian market.

Toyota Motor Corp undertook a recall of certain Toyota models on April 9, after uncovering five different faults involving parts ranging from steering to seats.

The Council maintains a regular check on vehicle recalls happening around the world and contacts local vehicle dealers to ascertain if it affects the local market.

The world’s biggest automaker said it was not aware of any crashes or injuries caused by the glitches, which were found in 27 Toyota models including the RAV4 and Yaris subcompact.

Who’s counting?

Misleading advertisements are not confined to just the mainstream media.

The Consumer Council’s advertisement monitoring work also looks at in-store ads and flyers, which are not found in newspapers or magazines.

In January, a misleading in-store poster on toilet paper was discovered at Shop n Save in Labasa.

The in-store poster advertised Viti mini jumbo toilet paper being on special as having ‘1000 sheets’. This was found to be false as the actual toilet paper on sale on the shelf were the rolls with 500 sheets.

The Council’s intervention led to Shop n Save making the necessary changes to the in-store advertisement. The Council is, however, unaware of how many consumers may have been attracted by the misleading ‘1000 sheets’ claim.

Consumers are advised to be extra careful of in-store advertisements, particularly for items that are on special. There is no harm in seeking clarification or more information from the store manager or staff if one is not too sure about the accuracy of a sale or promotional advertisement.
The Council strongly believes that merchant fees or surcharges imposed on consumers for credit cards should reflect actual costs of providing a credit card service and not be used to profit.

The Council believes some traders are imposing unfair levels of surcharge and some traders are using credit card surcharges as a new revenue stream.

For example, Fiji Airways charges an exorbitant $10 per ticket for online bookings when a credit card is used.

The Council wrote to the Reserve Bank of Fiji, which is mandated to regulate the country’s banking industry, in February this year to look into a $10 charge imposed on the customers. We highlighted to the RBF that Fiji Airways is charging more than the merchant’s fee imposed by banks and credit card companies.

The Airline is charging $10 as surcharge for using a credit card to purchase the ticket. The credit card fee is charged ‘per ticket’ rather than ‘per transaction’. So if a family buys 5 airline tickets using their credit card, they will be charged $50 and not $10 for using the card once.

The clear implication is that Fiji Airways is using credit card surcharge as a new revenue stream. The company should not charge more than the actual cost of processing the payment, which should be fair and reasonable.

We are still waiting for RBF to respond!

The Reserve Bank of Fiji’s removal in November last year of the ‘no surcharge’ rule on credit card transactions has given traders the freedom to make more money from consumers.

Consumers are now forking out extra on top of normal bank interests and fees on their credit cards. Credit cards are supposed to provide consumers convenience and security (in terms of less cash in hand). However, Fijian consumers have to pay more for goods and services when using a credit card because traders are allowed to charge them extra for this service.

The RBF stated when it reversed the ‘no surcharge’ rule that it will ‘closely monitor any credit card surcharging practices applied by merchants and commercial banks have been requested to liaise with their clients to ensure such surcharges are appropriately displayed.’

However, the RBF has not put a cap on how much merchants can charge on credit use by consumers. This leaves a loop hole for unscrupulous traders to exploit and profiteer from surcharges on credit cards.

Credit card surcharge should reflect true cost

The Council is encouraging consumers to report such traders who may be imposing exorbitant surcharge for the use of their credit card facilities.

The removal of the ‘no surcharge’ rule by the RBF means traders can charge consumers when they use their credit cards. A Mobil service station notice informs customers that it will accept VISA and MASTERCARD at an “administration fee of 2%”.

The consumer watchdog also calls on the Minister for Health to step in as well – Eya and the other complainants are waiting!

Right to health

Section 38 of Fiji’s Constitution

(1) The State must take reasonable measures within its available resources to achieve the progressive realisation of the right of every person to health, and to the conditions and facilities necessary to good health, and to health care services, including reproductive health care.

(2) A person must not be denied emergency medical treatment.

(3) In applying any right under this section, if the State claims that it does not have the resources to implement the right, it is the responsibility of the State to show that the resources are not available.
A Trip To A Beauty Treatment Centre Turns Ugly

It was nothing less than a sky-fall for the 33 year-old Talei who was near to losing her looks after a skin-ravaging facial three months ago. What was more devastating was that it all happened just around the time of her wedding.

Who doesn’t want to be at the peak of her beauty on that very special day and Talei had lived that dream so she began visiting a beauty parlour. Based on the advice of her makeover therapist situated in West, she began undergoing a facial laser treatment.

It was an ongoing facial hair reduction procedure and on her fourth treatment on 1st February, parts of her face received burns due to the laser treatment. Consequently, her skin was damaged and ugly burn scars developed on her face.

This was just unacceptable for Talei, and she desperately wanted her face to be repaired. The issue here was not just about her looks but about her self-esteem!

The beauty salon recommended some facial cream and other anti-septic to be applied on the burns in order for the scars to be healed. However, this was not helping the complainant and she was in a lot of discomfort and continuous pain.

Riled with the treatment that she received, Talei lodged a complaint with the Consumer Council and sought redress from her therapist in form of monetary compensation as the issue was serious and causing such embarrassment and duress to the complainant.

The Council mediated with the respondent (beauty salon), who agreed to compensate Talei with a $7,000 pay-out. The respondent also offered to continue with the facial treatment until her facial scars faded. Talei was satisfied with the compensation offered by her makeover therapists and accepted their offer.

Talei’s wedding went on well last month despite the ill-fated experience. She still lives on with those scars and even today, when she goes out in the sun, the skin gets irritated making her uneasy.

Your rights:

- **The right to redress:** Consumer suffered serious injuries and embarrassment due to the injuries. She has a right to compensation for pain and suffering.
- **The right to be heard:** Consumers have a right to be heard if they have suffered a loss or not given proper service for their monies worth.

Your responsibilities:

- **Critical awareness:** As a responsible consumer, one has to be careful when dealing with beauty salons/beauty parlours (hairdressers and beauty therapists). Consumers are urged to demand for a receipt for any job done. Consumers should check the qualifications of the therapists and the types of equipment and chemicals being used.
- **Always demand for disclosures** - ask a lot of questions and ensure the service provided is worth your money. If the hair dresser cannot speak the language you understand or the products are in foreign language, it is advisable that you leave the salon immediately.
- **Action:** in this case, consumer was proactive to assert herself and acted to ensure that she got a fair deal.

Our Advice:

- Beware that there are lack of laws and regulations in Fiji regarding hairdressers and beauty therapists.
- The Council also calls on relevant authorities to regulate the hair and beauty industry that will guide the industry about providing proper and safe services.
Why Pay More?

The Council is continuously receiving queries from the members of the public regarding the quality of sugar presently sold in supermarkets and small retail shops. Consumers are concerned particularly with some supermarket-packed sugar which is extraordinarily dark-brown in colour with some black foreign particles in it. The Fiji Sugar Corporation blandly assures us the “darker colour of the recent sugar does not mean the sugar is burnt. It means the outer coating of molasses is higher than normally expected. But some consumers suggest that they should be paying less for the brown sugar as they are not given the value for their money. The Council is of the view that the real issue is not so much the dark coloured sugar, as the other foreign black particles found in the sugar.

One entrepreneur engaged in the sweets business says she now has to buy white sugar, which costs her more, as she cannot use the presently available dark brown sugar to prepare her sweets, otherwise her sweets will look burnt and she may lose her regular customers. Sugar, she says, is the most important ingredient in preparing Indian sweets such as gulabjaamun, ladoo and barfi and the appearance of sweets, a deciding factor in decisions about buying and eating, leaves an indelible impression on the consumers.

Other consumers are concerned that the black dusty particles found in the sugar could be hazardous to health.

Meanwhile, sugar has undergone a very spiky price hike in the past 8 years. For example, the average price of a supermarket-packed 2kg bag of sugar has increased by nearly 160% between July 2006 and April 2014. The biggest increase was seen in July 2011, when consumers had to fork out $4.41 for a 2kg pack.

Prices in the first quarter of 2014 were stable at around the $3.50 mark, but they are still higher than three years ago when the price of 2kg packets was below $2.

Does this mean Fijian consumers are now paying exorbitant prices for sub-standard sugar?

The Council is calling on the manufacturer – Fiji Sugar Corporation (FSC) – to address the quality issue, especially when domestic consumers are paying premium price for this basic food item.

FSC executive chairman Abdul Khan responded to the Council’s concerns published in the Fiji Times (3May 2014). He said they were aware of the complaints regarding quality standards of sugar and that “this has been corrected some time back when it was brought to our attention”. FSC also tried to blame the wholesalers and retailers by saying that the company “sold the product in bulk to various customers, who in turn packed the sugar into various retail packages”. He also said “The darker colour of the recent sugar does not mean the sugar is burnt. It means the outer coating of molasses is higher than normally expected”.

The Council finds FSC’s excuses very weak and irresponsible. First, the issue of sugar quality has not been rectified by the company as it claims. Secondly, the bad quality sugar appears in all major supermarket shelves, so the wholesalers and retailers cannot be the only ones at fault. Thirdly, the issue is not only about the dark coloured sugar, but the foreign black particles in the sugar – which FSC has not commented on. Finally why should consumers pay premium price for sugar where quality is compromised?

The Council has also advised supermarkets and other retailers who pack sugar at their bulk stores and store premises to be aware that consumers expect a high product quality for the money they are paying. Retailers who pack sugar should ensure that they are packing sugar in a clean environment that complies with food safety laws.

The Council is also urging the Ministry of Health’s Food Unit to take a stand on this quality issue as well, to avoid potential health and safety problems that consumers may face with this substandard sugar.

Since consumers are paying premium price for this product, they expect good quality sugar in the marketplace.
Mr Simon recently asked a Digicel sales representative about acquiring a tablet. The salesman always came around to his office promoting and selling phones and tablets to those that were interested in buying them. The salesman told Simon that he could get a tablet by paying $70.00 upfront and a further $45 as monthly rental for a period of 24 months. Finding those terms agreeable, Simon proceeded to pay the salesman $70 as deposit and was then asked to sign a contract although it still had some blank portions that needed to be filled in. Trusting the salesman, Simon signed the contract on the salesman’s assurance that the rest of the portions were going to be filled in at the Digicel office.

Two days later, having carefully thought about what he had got himself into, Simon decided to cancel the contract that he had entered into with Digicel because he realized it was going to be an expensive affair for him trying to maintain this payment along with other expenses he already had. He emailed Digicel stating his intentions and requesting the refund of the $70 upfront deposit he had paid the salesman, as well as apologising for the inconvenience he had caused.

However, Digicel called Simon and tried to persuade him not to cancel the contract. He refused. Digicel then sent the salesman to deliver the tablet to him and attempted to make him sign a delivery docket and accept the goods. Simon, on the other hand, insisted on cancelling the contract. In their last bid attempt to persuade Simon into continuing with the sale, Digicel used email to forward the contract Simon had signed, stating that the termination clause had come into effect because of Simon’s cancellation of the contract. Digicel insisted that Simon needed to pay an ‘Early Termination Fee’ amounting to $1080.00, being full usage for 24 months, saying that he had initiated that portion of the contract. Simon realized that this was one of the blank portions of the contract that had now been filled in after he had signed it.

Frustrated with the response given by Digicel, Simon lodged a complaint with the Council. The Council intervened by emailing Digicel highlighting the relevant breaches of the door-to-door sales provisions in the Commerce Commission Decree 2010 (“the Decree”). Digicel apologized to Simon, refunding his $70 deposit, cancelling the contract that he had entered into and offering him some free Digicel credit.

**Note:** In a similar case in April, the Federal Court of Australia ordered that Startel Communication Co. Pty Ltd (Startel) pay total penalties of $320,000 for misleading consumers. The Australian Competition and Consumer Commission (ACCC), in bringing the proceedings to the Court, alleged that Startel had breached consumer law by failing to inform consumers that they could get out of the contract within 10 business days.

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**In a local door-to-door sales case earlier this year, consumers in the North who had purchased FORME brand mobile phones from the door-to-door sales agent had no idea where to seek redress from when their phones began malfunctioning.**

The Council ran a quick check on the matter, which confirmed that FORME phones are available at Vodafone Fiji outlets and are also sold in their roadshows in the North.

The Council issued a stern warning to traders and service-providers who are engaged in door-to-door sales to ensure their agents carry their ID cards and provide full disclosure to the buyer.

**Your rights**

These are your rights when entering into a Door-to-Door Sale purchase:

1. **What is a Door-to-Door Sale?** A door-to-door sale is defined as door-to-door trading in section 96(1) of the Decree, as when a person goes from place to place, or makes telephone calls, seeking out persons who may be prepared to enter, as consumers, into contracts for the supply of goods or services. That person or some other person then or subsequently enters into negotiations with those prospective consumers with a view to the making of such contracts.

2. **Door-to-Door Sales** are subject to a cooling-off period – Section 96 of the Decree defines a cooling-off period as a period of 14 days commencing on and including the day on which the contract is made.

**Your responsibilities**

1. Make sure that you understand what your rights and obligations are under a contract before signing it. Do not sign a contract that has blank provisions.

2. Ask as many questions as you can to the salesman.

3. Make sure you ask for the salesman’s ID.
Helping You Manage Your Debt

Hardship Account
Restructure Disclosure Loan Repayment

The Council continues to respond to requests from consumers seeking assistance with managing their debt, particularly by having their credit accounts restructured.

This year to date, the Council has assisted seven consumers with the restructuring of their credit accounts, worth $29,497.60 in total.

Some of these consumers had one account with one credit provider while others had multiple accounts with one credit provider. In a few other cases, consumers were holding several credit accounts with multiple credit providers.

The Council has noted while dealing with some of the debt management cases that two main reasons underlie consumers' inability to service their credit:

- some form of hardship (e.g. unemployment, illness, natural disasters)
- borrowing without fully understanding the debt servicing obligation in the contract, including hefty penalties imposed on untimely payments.

Before entering into a credit contract, you should take heed of the following advice:

- **Think before you borrow** – Just because you can afford the repayments does not mean that a loan is the best option for you. Getting into debt is quick and easy. Getting out is much harder and may take years. So please, ask yourself, ‘Do I really need this?’

- **Don’t take advice from the person lending you money** – Lenders want you to borrow because they make money from the interest you will be paying. It’s always good to seek independent opinion.

- **Know the full cost before you borrow** – Credit contracts normally involve all sorts of fees and charges. For example, for a bank loan, you will be charged an establishment fee, a monthly service fee, normal monthly interest, stamp duty and default interest. For example, for a bank loan, you will be charged an establishment fee, a monthly service fee, normal monthly interest, stamp duty and default interest (if you don’t pay on time)– on top of the amount you actually borrow.

- **Know your options** – Check with other credit providers. It’s advisable that you compare all options available to you and see which credit provider offers you the best option before you make a decision to enter into a credit contract.

- **Save up some money and borrow the rest** – You may want to consider saving up some of the money needed and borrowing the rest. This way you will reduce the cost of borrowing. (In fact, if you can save up to buy a product outright, then exercise that option instead of taking a loan to pay for the item. That way you will avoid all fees and charges. Do not make yourself part of the bank’s extra revenue stream if you do not have to.)

Consumers who face some form of hardship in keeping up with their repayments do have an option available to them under the Consumer Credit Act (1999). They can apply to their credit providers to have their account restructured.

Here are some other tips available to you so you can manage your debt better:

- **Get out of debt fast**– the longer you take to pay-off the debt, the more it will cost!

- **Debt consolidation** – If you have several loan accounts, talk to your bank about combining them into one loan account. Also negotiate the interest rate. This will make your debt manageable – but there are risks. If you end up repaying your new loan over a longer period, than you will end up paying more interest overall.

Consumers are encouraged to seek free advice from the Consumer Council of Fiji on debt management as and when the need arises.

Coping with Credit – Not Easy without a Job

Varun had entered into credit contracts with four different credit providers. In particular, he had a personal unsecured loan with ANZ, two hire purchase accounts—one with Subrails Furniture and the other with Courts (Fiji) Limited—and finally, a money link account with Carpenters Finance.

Through an unfortunate event, he became unemployed in July 2013. Because he was a committed customer and was proactive in fulfilling his obligations under his credit contracts, he made his regular account repayments from his savings account while being unemployed and in search of other employment.

However, given the huge volume of his debt, as he had four different credit-providers to cope with, Varun did not have sufficient savings to last him another few months. Paying his debt and at the same time running a home was not easy for him when he still had no job to support himself and his family.

Into the bargain, Varun was the only bread-winner in the family.

Because he was unable to find employment in a short span of time, he approached the Council for assistance under its Debt Management services.

**Solution**

The Council immediately liaised with his credit-providers requesting a restructure of his various credit accounts. As a result of this, the following options were provided to Varun:

- **Carpenters Finance** provided him with a repayment holiday of 3 months
- **Courts** provided him with a repayment holiday of 2 months
- **Subrails Furniture** provided him with a repayment holiday of 4 months
- **ANZ** refused a restructure of his personal loan account, stating that they do not provide repayment holidays on unsecured personal loans.
Mobile phones, electronic goods and landlord-tenancy related grizzles top the list of complaints received by the Council in the first four-and-a-half months of this year.

We have recorded a total of 541 complaints, with a monetary value of $1,174,657.93, from 1 January to 15 May 2014. Our success rate in resolving these cases through mediation has been a gratifying 84.5%.

Complaints relating to mobile phones dominate the list at 91, second-ranked is electronic goods, standing at 78, and landlord-tenancy differences clocked in third with 65.

This is the first time mobile phone issues have topped the Top Ten list of complaints received at the Council, proving an earnest contender to landlord and tenancy issues, which had previously dominated the top ten issues at the Council for the period 2008 to 2012.

As is happening elsewhere in the world, more and more Fijian consumers are now spending on mobile phones, either for making calls, texting or accessing internet. Day by day, more shops are opening and more vendors setting up their tables around the country, selling all different types of mobile phones.

Among the complaints received on mobile phone products, the quality, features and the unavailability of back-up service are the most insistent. No doubt, we do see shoddy products, and counterfeit and refurbished products entering our markets so as consumers, we need to be on the alert. Incautious impulse buying can go before a nasty fall.

The Council is closely looking into the mobile phone shops, especially the new ones selling fancy, trendy mobile phones.

Landlord and tenancy complaints have decreased slightly, perhaps as a result of increased awareness on the rights and responsibilities of both landlords and tenants. The Fiji Commerce Commission has also introduced the Self-Regulating Guidelines of Landlord and Tenants in Fiji as a first step toward curbing the complaints received in this category.

The Council has welcomed the move. Our only concerns cluster around how effective will the guidelines be? Will they be taken on board, by tenants as well as landlords, and followed? What penalties are there if they are not followed?

However, the Council does support this move as we see it as part of efforts to bring about much needed order in this area.

Among other complaints, we have recorded grievances over mobile services and utilities, including the Water Authority of Fiji (WAF) and the Fiji Electricity Authority (FEA).

Not being an enforcement agency, the Council continues to rely on mediation in resolving complaints brought forward by troubled consumers. Mediation has proven a useful and powerful medium in complaints resolution. We bring both parties face to face in the presence of a mediator, allowing both sides the opportunity to argue their cases fully. The success rate for using this method with consumer grievances is well reflected in the number of complaints we have resolved so far this year.

The Council is also anticipating the setting up of the long-awaited Consumer Complaints and Compensation Tribunal, as assured by the Prime Minister in the 2014 Budget he handed down.

This will ensure that consumers gain access to an inexpensive, speedy and effective mechanism to resolve their complaints, without paying hefty sums of money to lawyers and going through the rather cumbersome court system, which many consumers find intimidat- ing.

Consumers are encouraged to utilise the services of the Council in resolving their complaints, as well as seeking our advice on consumer-related issues.

We also urge consumers to be more conscious about consumer breaches as well as more assertive about their consumer rights. Be cautious and prudent. But there is no need to be a walkover. Know your rights and insist on them.
Sonam needed to engage the services of a courier to transport her luggage from Lautoka to Labasa after attending a wedding in the Western Division. She decided to have it delivered to her in Labasa through the local courier CDP. She paid $36.00 to the courier company to have her 2 cartons and a bag delivered from Lautoka to Labasa.

However, when she went to collect her luggage from the CDP Labasa office she could not locate her bag. Though she was given her 2 cartons, CDP failed to produce her bag, which had valuable items in it.

Having paid for the services, Sonam questioned them about the whereabouts of her missing bag and also cast doubts on the reliability of the courier company. CDP promised Sonam that they would investigate and inform her about the missing bag.

Frustrated and disheartened at not receiving proper feedback and for the run-around CDP seemed to be giving her, Sonam lodged a complaint with the Council. The Council contacted the respondent, who in turn located the missing bag, saying it was found at their Suva Office. On CDP's next delivery to Labasa, Sonam received her missing bag.

David purchased his dream car—a brand new vehicle—for the sum of $78,000.00 from a car dealer. However, the enjoyment of his dream car was short-lived as David started facing mechanical problems with the turbo charger in the vehicle's engine—all within the first two months of purchase.

After experiencing the problem for the first time, David asked the car dealer for a full refund or a replacement but the car dealer insisted on repair works. David felt he had no choice but to agree. The car dealer then attended to the repair works, which resulted in replacing the vehicle's turbo three times. Despite this, David continued to face problems with the vehicle.

David was not satisfied with the repair works carried out by the car dealer and lodged a complaint with the Council. He wanted the Council to negotiate a refund or a replacement vehicle.

After continuous negotiations, the car dealer agreed to refund $60,000 to the complainant as cash back for the trade-in of his vehicle. This offer was made taking into consideration certain factors like the length of time the complainant had had the vehicle in his possession, the problems faced by the complainant, application of statutory warranty along etc.

Your rights
1. The right to service—Section 62(1) of the Sale of Goods Act (Cap 230) states that there is an implied warranty on the part of the supplier that the services will be rendered with due care. Consumers should receive the highest standard of services for a paid service.

2. The right to redress—the consumer has a right to compensation if the bag is lost while under the service provider's care.

Your responsibilities
1. Always have your items clearly labelled, with receiver's as well as sender's name and address and full contact details.

2. Consumers are urged to have their items insured.

3. Always check with courier companies immediately about the whereabouts of your item rather than waiting for a day or two.

4. Consumers may want to consider utilising the services of a courier company that issues tracking numbers, which allow you to track your shipment online; this is especially advisable when you are sending items internationally.

Your advice
1. Be aware of your rights in terms of the statutory warranties available to you and take a firm approach when negotiating issues that arise with your motor vehicle with the car dealer that you purchased the vehicle from.
The world is at your fingertips with an access to Internet. The rise of the internet has redefined the way of doing business and many companies continue to use exclusionary notices in their stores.

For instance, in Lautoka, Nadro Oil Supplies carried an exclusionary clause on its receipts: “Goods Once Sold cannot be returned.”

Despite several reminders and constant lobbying by the Consumer Watchdog, some unscrupulous traders continue to use exclusionary notices in their stores.

The Council informed the trader that such policies are not allowed under the Commerce Commission Decree 2010. Section 77(1)(k) - a trader cannot “make representation concerning the existence, exclusion or effect of any condition, warranty, guarantee, right or remedy that a person does not have.”

This means that the trader cannot deny a consumer rightfully seeking redress or ignore the consumer’s right to claim a refund if the product he/she has purchased is faulty or not of merchantable quality.

A similar case was discovered in Suva, where Giaan Enterprise Limited had a “No Refund” clause in its receipts (see photo).

Both traders were informed of the exclusionary policy and both have made amendments.

The Council urges consumers to report immediately to the Council if they find similar clauses in receipts, in-store notices or product information.

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Price Control List Tops Talks at Women’s Meet

A number of housewives and elderly women living in the vicinity of Nasinu are unaware of the fact that some basic food items are under price control - the main reason being that some traders in their area have been failing to display the list of price control items in their stores.

This was a key point of discussion during Council’s recently held awareness workshop with the Nasinu Arya Mahila Mandal members at the Bhawani Dayal Arya College.

The women participants stressed that supermarkets and other little shops should be checked by the enforcement agencies and policy-implementers on whether they are displaying the list of price-control items or not.

They also highlighted that some shops are engaged in unethical practices such as displaying one price on the product and charging another price when consumers are at the counter to cash in their items.

The Council advised the group that items under price control should be clearly marked for the benefit of consumers and any such cases should be reported to Fiji Commerce Commission and the Consumer Council of Fiji. Also traders should not be misleading consumers by marking items on special and later charging actual price for them.

They were advised on the importance of inspecting items before purchase, asking for receipts, cross checking receipts and taking action, should the item purchased be unfit for its purpose or if the consumer is overcharged.

The women’s group also called for all pharmaceutical items under price control to be displayed at the counter in the pharmacies so the consumers can check the list. The Council informed the group to ask for the list if the list cannot be seen in the Pharmacy.

Other problems discussed at the workshop were on landlord tenancy related issues, hire purchase in particular warranty and back up service and debt management.

School Children continue to get empowered

The Council’s educational awareness campaign in schools [Jan till April] started on a good note with 3,131 students of 11 schools around Fiji absorbing consumer information that will empower them.

In the Central Division, the Council visited Deenbandhoo Memorial Primary School for the first time and spoke to students of classes 7 and 8.

The Council made its presentation on consumer rights and responsibilities and later gave the students an opportunity to voice their concerns on any consumer issue they had.

To the Council representatives’ surprise a number of students raised the issue of traders selling expired products in their respective areas.

The Council appreciated the boldness of the students for speaking out and demanding an answer. They were advised that traders should not be selling expired products and it is a consumer responsibility to alert the responsible authorities as well as boycott such shops engaging in unethical practices.

Dudley Intermediate School and Dudley High School were both visited in the Central Division as well. Amongst the schools visited in the West were Tilak High School and A.D.Patel College while St Mary’s Primary School and Gurunanak Secondary School were visited in the North.
‘Customer Care’ is a buzz phrase in the business world and it is widely known that the level of customer service a company provides can make all the difference in customer satisfaction.

Once you make customers feel truly special, you have built customer loyalty for life—they will keep coming back to you.

We urge businesses to make customer care the norm and we encourage consumers to appreciate such good businesses which value their customers. Below is a list of such businesses that have shown respect and care to our consumers.

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**Thumbs Up**

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**Jacks of Fiji – Providing a replacement watch for one that was misplaced**

Davina left her Rip Curl watch with Jacks Rip Curl shop, located at MHCC, Suva for a battery change in November 2013.

Between November 2013 and February 2014 she made a total of eight visits to the shop at MHCC and each time she was advised that her watch had been sent to Australia for the battery change. And, that the watch was still in Australia. (Hello! A watch on long Christmas holiday?)

A frustrated Davina sought the assistance of the Council as she was fed up with the ongoing unfavourable responses she was getting from Jacks.

Upon the Council’s intervention, though, Jacks of Fiji apologised and admitted that they could not locate the watch. They offered Davina a brand new replacement Rip Curl watch worth $259.00, a Rip Curl alarm clock and a $20.00 voucher.

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**Davina**

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**Bank of the South Pacific – reimbursing money fraudulently transferred via online banking**

Freddy has had a savings account with BSP for several years now. Recently, Freddy was registered for internet banking without his knowledge and several online transfers totaling $12,300.00 were made from his account. He had also been charged a transaction fee of $6.00 for the online transfers made. Freddy had been completely unaware of these transfers until his ATM withdrawal was declined.

BSP accepted that it was a fraudulent transfer where the person responsible was now facing prosecution by the Director of Public Prosecutions. BSP also reimbursed Freddy with both the transferred amount and the transaction fee.

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**Memsaab – considerate and generous**

Shana purchased an Indian lehenga suit (skirt, top and veil) from Memsaab to wear at her wedding. When her wedding had later to be postponed because of a bereavement in her family, she sought a refund from Memsaab since the unforeseen circumstances had forced this big change in her plans.

Memsaab then issued a credit note enabling Shana to purchase a wedding outfit at a later date, depending on when she would reschedule her wedding.
She had bought a cake from Hot Bread Corner from Labasa. T Burbung 22-year-old Mererai, a cake-lover from Labasa. Simply put, no one. So why put it up for sale? This is the question that was disturbing 22-year-old Mererai, a cake-lover from Labasa. One bite was enough to drain all her thrill for her cake: it was only half-baked. Of course, she expected redress, which was not forthcoming so she lodged a complaint with the Council. She had bought a cake from Hot Bread Corner shop—the cake looked so yummy, she couldn’t wait but to grab a bite. The matter was referred to Labasa Town Council Health Inspectors for further investigation. She had bought a cake from Hot Bread Corner shop—the cake looked so yummy, she couldn’t wait but to grab a bite. The matter was referred to Labasa Town Council Health Inspectors for further investigation.

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Children and advertisements

The Fijian public is now daily deluged with advertisements (through television, radio and newspapers) which try to sell their products by associating them with assistance for students and schools.

Some are wholesome products while some may not be good for Fiji’s nutrition and food security in the long run.

While assistance for education is a worthy exercise, I would be grateful if the Commerce Commission and Consumer Council of Fiji would answer the following questions:

(a) is it ethical for corporations to target the advertisements at children, who then place pressure on parents to purchase the products;

(b) do the Commerce Commission and the Consumer Council of Fiji have any policy on this matter; and

(c) if the answer to (b) is yes, why then are they not banning these advertisements?

Prof. Wadan Narsey | Suva

Council’s response

With reference to Professor Wadan Narsey’s letter, “Children and advertisements” (Fiji Sun 05/03/14) the Consumer Council wishes to state the following:

On his question (a) – the Council has always taken a strong stance that advertisements and promotions on unhealthy foods and beverages targeting children are highly unethical. We have been lobbying strongly against unethical advertisements to children for a while now. In 2008, we marked World Consumer Rights Day with the theme “Junk Food Generation – Advertising and Marketing of Unhealthy Food to Children in Fiji”.

This was when we exposed our survey findings on the sale and marketing of unhealthy foods in schools.

On question (b) – the Council does have a policy on children under “The Child Consumer” where we have pledged to lobby (amongst other things) for: special protection of children from being used in advertising; special protection from marketing and promotion of junk foods to children; and, establishment of advertising standards and regulations in Fiji.

On question (c) why we are not banning these advertisements – the Council wishes to clarify that being an advocacy organisation, it does not have the enforcement power to ban such advertisements. The Council, however, persistently lobbies for the control of marketing of unhealthy foods and beverages to children through appropriate regulations by the relevant enforcement agencies. In 2011, we made a formal submission to the Minister of Health on Policy to Limit or Control the Marketing of Unhealthy Foods to Children. There is already a draft regulation with the Ministry which is currently at the final consultation stage. The regulation aims to control the advertisement and promotion of unhealthy food and beverages to children.

We have also provided feedback from our market surveillance especially our surveys of schools to ascertain the kinds of food sold in canteens and the marketing of unhealthy foods/beverages. We had also lobbied with one major soft drinks company to limit its marketing of sugary drinks at schools and sports events.

Professor Narsey is welcome to visit our website – www.consumersfiji.org – for information on our work on marketing of unhealthy foods to children.

Premila Kumar | CEO

High prices

I would like to ask the CEO of Consumer Council of Fiji if she can come and visit all shops between Tavua and Rakiraki especially in the remote rural areas. Prices of goods in these shops are very expensive. I believe that shopkeepers think that we from rural areas can’t raise our voice as prices keep increasing.

Mereseini N Taukave | Tavua

Council’s response

I refer to Mereseini N Taukave’s letter ‘High Prices’ (Fiji Times 10/04/14).

We are aware of how consumers are paying excessively high prices for certain items sold in the shops/canteens in the remote rural areas and Maritime Provinces around the country.

Like Ms Taukave and many other consumers, the prices charged may look unreasonable but the reality is that not all goods are under price control. Prices of all items including those under Price Control differ from urban to rural and remote areas due to factors such as transport costs and freight charges.

Consumers must take note that price regulation falls under the ambit of the Fiji Commerce Commission and they can refer to the Commission for information on regulated industries and up-to-date price list for various goods and services.

The Council is also working on setting up a Community Consumer Advisory Group (CCAG) to address consumer issues and concerns in remote rural and outer islands. These groups will keep a tab on traders who are abusing the vulnerable consumers where the Council is not able to monitor these unscrupulous traders. CCAG will act as ‘eyes and ears’ on the ground, keeping us informed of any unfair trade practice.

The Council would like to remind consumers that it takes evidence-based approach to resolve consumer complaints. Therefore, we request consumers to hold on to receipts if they wish to lodge complaints and seek remedies against unfair market practices. Consumers can also report to any retailers who are overcharging on price controlled goods.

Bindula Prasad | Projects Manager

Costly airfares

Could Premila Kumar, the CEO of the Consumer Council, ask Dr Mahendra Reddy to determine the correct and fair airfare from Labasa to Nausori and Nausori and Nadi? Please note for the distance travelled, the fares are too high. I hope as the watchdog, the Consumer Council will look into this matter and resolve it for good.

Sukha Singh | Labasa

Council’s response

We share same sentiments with Sukha Singh and many other consumers who are subjected to paying extraordinarily high airfares when taking domestic flights.

No doubt, the current domestic airfares are exorbitant and often unbelievable.

We are aware that some consumers on certain domestic routes pay up to $286.55 for only one-way when some international fares are cheaper than this. We also have situations where a few consumers pay $108 for one-way to Labasa while other consumers pay $286.55 for the same route, seat and service.

We have a ‘monopolistic situation’ which can be addressed by the entry of new players in the market. This will undoubtedly stir competition where consumers would be able to compare airfares and services before buying their tickets. Presently, consumers have no choice but to pay more for domestic flights than they can imagine.

We are hopeful that with the coming of the Inter Island Airways, the newest domestic carrier, consumers will not only be able to compare ticket prices but also experience better customer care.

The onus is now on the regulator- Fiji Commerce Commission, which is mandated under the Commerce Commission Decree 2010 to deal with issues such as ‘pricing and monopoly’, to ensure that average consumers do not have to pay a hefty amount when accessing services such as taking a domestic flight.

Bindula Prasad | Projects Manager
A law has been passed in Brazil banning advertising directed towards children.

The Conanda Resolution 163 published by Brazil’s Official Federal Gazette considers all advertising directed at children as abusive.

The resolution states that “the practice of directing advertising and marketing communication to children with the intention of persuading them to consume any product or service” is abusive and, therefore, illegal as per the Consumer Defense Code.

Conanda (National Council for the Rights of Children and Adolescents) is an agency attached to the Department of Human Rights of Brazil.

According to them, child advertising violates what is stipulated in the Federal Constitution, in the Statute of Children and Adolescents and the Consumer Defense Code.

The resolution lists the following aspects that characterise a breach:
- childish language, special effects and excess colour
- soundtracks with children’s songs or sung in children’s voices
- representations of children
- people or celebrities that appeal to children
- child characters or hosts
- cartoons or animations
- dolls or similar
- promotion with prizes or collectable gifts that appeal to children
- promotion with competitions or games that appeal to children

The Federal Court of Australia ordered by consent in April that Startel Communications Co Pty Ltd (Startel) pay total penalties of $320,000 for misleading consumers about their rights under the Australian Consumer Law (ACL), when calling consumers to sell mobile phone plans.

The Australian Competition and Consumer Commission (ACCC), in bringing the proceedings to the Court, alleged that Startel had breached consumer law by failing to inform consumers that they could get out of the contract within 10 business days. ACCC also alleged that Startel did not supply documents that would help consumers decide whether they wanted to proceed with the contract and took money out of bank accounts during the cooling off period.

The ACCC’s investigation was sparked by a complaint made during an ACCC outreach visit in the remote Indigenous community of Santa Teresa in the Northern Territory (NT). Ultimately, the investigation identified that more than 2,500 customers Australia-wide were affected by the conduct, including consumers in a number of remote Indigenous communities in the NT.

Justice Collier stated in his orders that “The provisions of the ACL breached by Startel concerned many instances where Startel misled consumers as to their rights, or failed to advise them of their rights, or acted inconsistently with their rights, or imposed unlawful conditions. I do not consider that the contraventions identified by the ACCC and conceded by Startel were in any way trivial, or mere technical breaches of the ACL. The relevant provisions of the ACL seek to ensure that consumers negotiating agreements with such dealers in such circumstances are provided with agreements that fully and fairly inform them of their rights to terminate the agreements. In the circumstances of this case the contraventions of the ACL by Startel were serious, numerous, and occurred over a relatively lengthy period of time.”

The Federal Court of Australia declared the conduct was in breach of the ACL and gave orders prohibiting its repetition. The Court also made a community service order requiring Startel to publish and advertise an online educational web page to inform consumers about their rights when they receive a telemarketing call.

ACCC Commissioner Sarah Court said that Startel breached the law that is designed to protect consumers when they are surprised by a telemarketing call and persuaded to enter into a voice contract.


Target will pay MAC cosmetics $1m after settling litigation over its alleged sale of MAC cosmetics counterfeit in 2012.

After expert testing of the products, Target has conceded it can’t prove the products were legitimate.

But, the retailer also claims this is not an admission of guilt. “The testing required to prove if the products were authentic, would have both been costly and time consuming, and so we have taken the commercially prudent decision to settle the matter,” it’s spokesperson said.

Mac didn’t supply products to Target. It is believed the retailer sourced its MAC products from two Australian importers who dealt with middlemen in the US.

Anyone who has bought MAC products from Target can return them for a refund.

Know your Bottled Water

When you are thirsty, many options are available to you for drinks to satisfy your thirst, but with-out a doubt, water is the best choice: it is calorie-free, and it is easily available in homes and workplaces or at a next door store.

You may have some queries regarding your tap water, but when it comes to bottled water, too, make sure you are well-informed about where your choice of bottled water comes from and how it has been treated. Listed below are a few bottled water varieties being sold locally and globally and how they are sourced.

- **Artesian** – this is water obtained from a well that taps an aquifer, an underground layer of rock or sand that contains water. A good example is the famed Fiji Natural Artesian Water commonly known as Fiji Water. Also available locally are Aquasafe and Island Chill, which are also artesian bottled water.
- **Distilled** – this is water that has been boiled and then re-condensed from the steam that the boiling produces. The distillation process kills the micro-organisms and removes minerals, giving the water a flat taste. Some companies add fruit water and vitamin water to give it a better taste. An example of this is Glaceau Vitamin Water.
- **Mineral** – this is groundwater that naturally contains at least 250 parts per million of dissolved solids. All minerals and other trace elements must be present in the water when it emerges at the source. Examples are Aqua Pacific Mineral water and Perfect Choice Mineral water.
- **Sparkling** – this is water that contains carbon dioxide at an amount equal to what it contained when it emerged from its source. Carbon dioxide lost during the treatment process may be added back. Kiwi Blu is an example of a light sparkling water. Carbonated drinks such as soda water and seltzer are considered soft drinks and not bottled water.

Energy Drinks- beneficial or damaging?

We all know that non-communicable diseases (NCD) are on the rise in Fiji and they continue to be the leading cause of premature deaths here. NCDs include heart disease, diabetes, cancer, hypertension and obesity. Since it is becoming ever more apparent that what we eat and drink plays a major role in the development of these diseases, it is important that we should think pretty wisely about what we put down our throats into our stomachs.

It is crucial for consumers to eat and drink healthily for a longer, happier life.

Some people find it easy to eat the healthy options but unfortunately, others find this much more difficult. For them, making this choice demands considerable exercise of the willpower. Despite knowing that sugar is addictive, harmful and nutritionally useless, for instance, many don’t think twice before grabbing their favourite sugar sweetened beverages (SSB) to quench their thirst.

A sad truth is that whether you go flavoured, flat or fizzy, energy drinks or fruit juices, that bottle or can of SSB drink is still carrying a ton of sugar.

A recent flyer released by Ministry of Health and the National Food and Nutrition Centre clearly spells out the amount of sugar present in your bottled drinks available in the market.

This flyer has gone viral amongst consumers, with many freaking out seeing the sugar content in the drinks. Somehow, it definitely makes the choosing easier.

Here, you can check out the sugar content in your preferred drink (and you have been warned that you may not be pleased with what you see):

1. Pepsi 600ml = 250 calories
   13 teaspoons of sugar
2. Coke 600ml = 258 calories
   13 teaspoons of sugar
3. Frubu 500ml = 219 calories
   11 teaspoons of sugar
4. Powerade Energy Drink 750 ml = 238 calories
   9 teaspoons of sugar
5. Tarumba 350ml = 172 calories
   8 teaspoons of sugar
6. Pulpy 375ml = 157 calories
   8 teaspoons of sugar
7. Sprint 500 ml = 117 calories
   6 teaspoons of sugar
8. WATER 250ml = 0 calories
   0 teaspoons of sugar