
Government Notice No. 159 of 2017

**THE CONSUMER PROTECTION
(PRICE AND SUPPLIES CONTROL) ACT**

**Regulations made by the Minister under section 35 of the
Consumer Protection (Price and Supplies Control) Act**

1. These regulations may be cited as the Consumer Protection (Importation and Sale of Second-hand Motor Vehicles) (Amendment) Regulations 2017.
2. In these regulations –
 - “principal regulations” means the Consumer Protection (Importation and Sale of Second-hand Motor Vehicles) Regulations 2004.
3. Regulation 2 of the principal regulations is amended –
 - (a) by deleting the definition of “second-hand motor vehicle” and replacing it by the following definition –
 - “second-hand motor vehicle” –
 - (a) means a used or reconditioned motor vehicle and which satisfies the conditions specified in items 5 or 6 of the Seventh Schedule to the Consumer Protection (Control of Imports) Regulations 2017; but
 - (b) does not include a motorcycle;
 - (b) by inserting, in the appropriate alphabetical order, the following new definition –
 - “business premises” means premises consisting of a showroom or closed yard, or both, and an office which shall be –

- (a) destined solely for the display and sale of imported second-hand motor vehicles, and sale of spare parts;
 - (b) separated from any other compound or building used for a purpose, other than for the purposes specified under paragraph (a); and
 - (c) easily accessible to the public and motor vehicles;
4. Regulation 3 of the principal regulations is amended –
- (a) by revoking paragraphs (1) and (2) and replacing them by the following paragraphs –
 - (1) Subject to paragraph (2), no person shall carry on the business of importation and sale of second-hand motor vehicles unless the person is licensed as an authorised dealer under these regulations.
 - (2) No person shall be eligible to be licensed as an authorised dealer unless it is a company.
 - (b) by adding the following new paragraph –
 - (3) Notwithstanding these regulations, no person shall carry on the business of importation of second-hand motor vehicles.
5. Regulation 4 of the principal regulations is amended –
- (a) in paragraph (2)(b), by adding the following new sub subparagraph, the full stop at the end of sub subparagraph (iii) being deleted and replaced by the words “; and” and the word “and” at the end of sub subparagraphs (ii) and (i) being deleted –
 - (iv) a certificate attesting that the company has an issued share capital of not less than 2 million rupees.

(b) by adding the following new paragraph –

(3) No application shall be entertained by the Permanent Secretary for the period 1 July 2016 to 30 June 2018.

6. Regulation 6 of the principal regulations is amended –

(a) in paragraph (1)(a) –

(i) in sub subparagraph (ii), by deleting the word “and”;

(ii) by inserting, after sub subparagraph (ii), the following new sub subparagraph –

(iiA) the applicant operating from its business premises;

(iii) in sub subparagraph (iii), by deleting the words “2 million” and replacing them by the words “5 million”;

(b) in paragraph (7) –

(i) in subparagraph (a)(iii), by deleting the words “2 million rupees in favour of the Government for a period of 24 months starting from the date of commencement of the validity of the licence” and replacing them by the words “2.5 million rupees in favour of the Government for a period of one year to cover the ensuing following year”;

(ii) by adding the following new subparagraph, the full stop at the end of subparagraph (b) being deleted and replaced by the words “; or” and the word “or” at the end of subparagraph (a)(iv) being deleted –

(c) reject the application where he is satisfied that the authorised dealer has failed to import at least

10 second-hand motor vehicles in the 12 months preceding the application.

(c) by adding the following new paragraphs –

(10) (a) Any licence issued prior to the commencement of this paragraph and which is due to expire after 31 December 2017 shall, notwithstanding paragraph (3)(b), lapse on 31 December 2017.

(b) Where, pursuant to subparagraph (a), any licence lapses on 31 December 2017 –

- (i) the Ministry shall refund to the holder of that licence such fee, calculated on a pro-rata basis out of the fee paid under paragraph (7)(a)(ii), for the period starting 1 January 2018 and ending on the date of expiry of that licence; and
- (ii) any security submitted pursuant to paragraph (7)(a)(iii) shall, where the conditions specified in regulation 8(3) are satisfied, be discharged on 31 December 2017.

(11) (a) Any application for the renewal of a licence made on or after the commencement of this paragraph but before 31 December 2017 shall, where it is granted –

- (i) expire, notwithstanding paragraph (3)(b), on 31 December 2017;
- (ii) notwithstanding paragraph (7)(a)(ii), be subject to the payment

of such fee, calculated on a pro-rata basis out of the fee payable under paragraph (7)(a)(ii), for the period starting from the date of commencement of the validity of the licence up to 31 December 2017; and

- (iii) not be subject to the submission of any security but shall be covered by the security submitted pursuant to paragraph (7)(a)(iii) on the previous renewal of that licence.

(b) Where, pursuant to subparagraph (a)(i), any licence expires on 31 December 2017, the security referred to in subparagraph (a)(iii) shall, where the conditions specified in regulation 8(3) are satisfied, be discharged on 31 December 2017.

(12) An application for the renewal of a licence which lapses on 31 December 2017 pursuant to paragraph (10)(a) or expires on 31 December 2017 pursuant to paragraph (11)(a)(i) shall, not later than 21 days of the date on which the licence lapses or expires, as the case may be, be made in the manner provided for in paragraph (5).

(13) Notwithstanding paragraph (7), the Permanent Secretary may, after considering an application made under paragraph (12) –

- (a) grant the application for renewal and issue to the applicant a licence in the form set out in the Second Schedule, subject to –

- (i) the condition specified in that Schedule;
- (ii) the payment of a fee of 60,000 rupees;
- (iii) the submission of a security, in favour of Government, by means of a bank guarantee issued by a local bank, or a security by an insurance company registered under the Insurance Act in the appropriate form set out in Part I or Part II of the Third Schedule, for a sum of 5 million rupees for a period of 24 months starting from the date of commencement of the validity of the licence; and
- (iv) such other conditions that the Permanent Secretary may determine;

(b) subject to paragraph (8), reject the application, where he is satisfied that the authorised dealer does not comply with these regulations or is not otherwise fit to have the licence renewed; or

(c) reject the application where he is satisfied that the authorised dealer has failed to import at least 10 second-hand motor vehicles in the 12 months preceding the application.

7. The principal regulations are amended by inserting, after regulation 13, the following new regulation –

13A.(1) An authorised dealer shall submit a certified true copy of –

- (a) the executed Purchase Order Agreement; and
- (b) the executed sale agreement;

to the Permanent Secretary within 3 working days of the sale being effected.

(2) An authorised dealer shall submit a certified true copy of the registered deed of sale to the Permanent Secretary within 3 working days of its registration.

(3) Where an authorised dealer fails to guarantee a vehicle and its parts during the warranty period under the deed of sale, the Permanent Secretary may, by written notice served on the bank which has issued the bank guarantee or the insurance company which has given the insurance security, require the bank or the insurance company, as the case may be, to pay to the aggrieved consumer such sum as to cover the repair or replacement, including labour costs, of any part that is faulty and supply of materials needed to carry out such repairs.

(4) Where a payment is effected under paragraph (3), the Permanent Secretary shall inform the authorised dealer in writing and require him to submit a fresh bank guarantee or fresh insurance security, within such period as the Permanent Secretary may determine, in the sum of 2.5 million rupees in favour of the Government of Mauritius, valid for the period starting from the date of the payment made under paragraph (3) to a date 12 months after the expiry of the current licence of the authorised dealer, failing which the Permanent Secretary may cancel the licence of the authorised dealer.

8. Regulation 14 of the principal regulations is amended, in paragraph (6), by deleting the words “2 million” and replacing them by the words “2.5 million”.

9. The Fifth Schedule to the principal regulations is revoked and replaced by the Fifth Schedule set out in the Schedule to these regulations.

10. (1) Regulation 5(b) shall be deemed to have come into operation on 1 July 2016.

(2) Regulations 6(a) and (b), 7 insofar as it relates to regulation 13A(3) and (4), 8 and 9 shall come into operation on 1 January 2018.

(3) Regulation 7 insofar as it relates to regulation 13A(1) and (2) shall come into operation on 14 August 2017.

Made by the Minister on 11 August 2017.

SCHEDULE

[Regulation 9]

FIFTH SCHEDULE

[Regulation 12]

**THE CONSUMER PROTECTION (IMPORTATION
AND SALE OF SECOND-HAND MOTOR VEHICLES)
REGULATIONS 2004****Sale Agreement****1. Declaration and Agreement**

Sale Agreement made in duplicate this day of
..... two thousand and

Between

M/s, whose business premises is
situated at (hereinafter called the
“authorised dealer”) and Mr./Mrs./Ms.* of
..... (hereinafter called the “purchaser”).

Whereby

(1) The authorised dealer agrees to sell and deliver an imported
second-hand motor vehicle to the purchaser with the following
particulars –

- (a) type of vehicle
- (b) make
- (c) model
- (d) year
- (e) colour
- (f) chassis no.

(2) The purchaser confirms that he has been allowed by the authorised dealer to effect a test-drive of the above-mentioned vehicle and agrees to purchase the vehicle for a total selling price of rupees, excluding/including insurance*, to be paid as follows* –

(a) payment in cash of the total selling price of rupees; or

(b) deposit of rupees, balance of rupees payable in total on or in instalments of rupees on

(3) The purchaser has taken cognisance of the pre-shipment inspection certificate issued in the exporting country in respect of the above-mentioned vehicle.

2. Warranty

It has been further agreed between the authorised dealer and the purchaser as follows –

(a) the authorised dealer shall guarantee the vehicle and parts for a warranty period** of from the date of this agreement;

(b) the warranty covers the repairing or replacement free of charge, including labour costs, of any part that is faulty and supply of materials needed to carry out the repairs under warranty;

(c) the authorised dealer shall guarantee that he owns, or is affiliated to, a garage through a written agreement to provide for repairs and after sales service, especially during the warranty period.

The warranty shall not cover any defect which is due to lack of care, improper use, or is the result of an accident.

..... <i>Signature of purchaser</i> <i>Signature of authorised dealer</i>
Name	Name
Address	Address
.....
Tel. no.	Tel. no.
Date	Date

**Delete as appropriate*

***The warranty period shall be for a minimum of one year*
