

ADD TO CART

E-SALES – UNDERSTAND CONSUMER RIGHTS

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This is the last episode of the e-series. Add it to your cart!

Transacting on the internet presents inherent problems e.g. you may pay for goods and they will not be delivered; or if they are delivered, they are not of the quality you had either wanted or hoped for, not to speak of in-transit damage.

In light of these challenges, the Organisation for Economic Co-operation & Development (**'OECD'**) made recommendations for the protection of consumers in electronic transactions. The OECD recommends that consumers who participate in electronic commerce should be afforded transparent and effective consumer protection that is not less than the level of protection afforded in other forms of commerce. In the context of Botswana, the consumer protection terms under the Electronic Communication and Transaction (**'ECT'**), ought not to be less than those under the Consumer Protection Act.

What is expected of suppliers?

The ECT requires a supplier of goods or services to provide consumers with certain information including: full contact details such as place of business, email address, mobile number, and telefax numbers; a sufficient description of the main characteristics of the goods or services offered by that supplier; full price of the goods or services, including transport costs, taxes and any other fees or costs; secure payment system; the guarantees that apply to the transaction.

The supplier shall also provide a consumer with an opportunity to review the entire electronic transaction; to correct any mistakes; and to withdraw from the transaction, before finally placing any order. A supplier is expected to execute a consumer's order within 30 days after the day on which the supplier received the order, unless the parties have agreed otherwise.

Cooling off

Cooling off is a period in which a buyer can cancel a contract without a penalty. Cooling-off is premised on behavioural psychology such as bounded rationality and bounded i.e. consumers care, or act as if they care about others, even strangers; that leads to decision makers sacrificing their own well-being in order to help others. After processing those feelings, you can cancel the contract.

When a consumer rescinds or withdraws from a contract within the cooling-off period, they do not need a reason for such withdrawal.

The ECT allows a consumer to cancel without reason and without penalty any transaction or credit agreement for the supply of goods within seven days after the date of the receipt of the goods or services, seven days after the date of the conclusion of the agreement. The only charge that may be levied on the consumer for such cancellation is the direct cost of returning the goods.

Withdrawing from an electronic transaction

If there is an input error on your side you can immediately withdraw from an e-sale.

Section 18 of the ECT covers unilateral mistakes. The right to withdraw is conditional on three factors. The first condition is that one must notify the other party as soon as possible after s/he discovers the error s/he made. The second condition is that the person must take reasonable steps that include steps to conform to the other party's instructions. The third and last condition is that a person must not have received material benefit. A customer loses the right to withdraw once they are unduly enriched.

We help you navigate the challenges endemic to the reality of e-commerce through our vast experience in contract law and understanding technology and the ever-changing business landscape.

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