

Macau Consumer Protection Law

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The Macau Consumer Rights and Interests Protection Law (Law 09/2021) was approved on June 24, 2021, and entered into force on January 1, 2022.

This law is intended to protect the rights and interests of consumers, namely by defining and regulating:

- The protection of consumer rights;
- The prohibition of unfair trade practices towards the consumer;
- Contracts for the supply of consumer goods and the provision of services;
- Contracts concluded at a distance, outside the retail establishment and in the form of prepayment;
- The mechanisms for resolving consumer conflicts, which are thus improved.

Development of Consumer Rights:

The Consumer Rights and Interests Protection Law stipulates the definitions of consumer and commercial operator. According to article 9, the consumer has the right to training and information; protection of health and safety; quality of goods and services; protection of economic interests; compensation for damages; participation in the legal definition of their rights and interests; legal protection and accessible justice.

With particular importance, article 11 deals with the right to information. Consumers always have the right to essential information on the goods or services in a contract's negotiation or conclusion phase.

The commercial operator must provide the consumer with his identification details, namely his name or company name; your means of contact; the modalities of payment, delivery of the goods or provision of services; and how consumer complaints regarding the commercial operator are handled. The commercial operator must also provide the consumer, in a timely and transparent manner, the name and address of the retail establishment; expenses and other charges; risks to the health and safety of the consumer; the term of the contract; the conditions for its termination and early termination in the case of an agreement with a minimum period.

According to the new law, goods or services requiring special care must be accompanied by instructions or a user manual in Chinese and Portuguese or Chinese and English to enter the market.

How prices are presented is also essential: they must be visible, legible and free from doubts about the item or its packaging. If there is a price incongruity, the consumer is entitled to demand that payment be made based on the price shown. After payment, the consumer always has the right to ask for the receipt, which must include the identification and contact details of the commercial operator, the date of the transaction, the name and price of each good supplied or service provided, and the total price of them. Under the law, consumers are entitled to compensation for damages caused by the goods or services or breach of contract.

Safeguarding consumer rights is mandatory, and any contractual clauses that exclude or restrict them are null and void. However, the consumer can keep the contract reduced to its valid content.

This law brings more protection to the interests and rights of each one of us, as we are all consumers. For more information on this subject and the specifics of your case, please contact **C&C Lawyers & Notaries**.



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