

ORDINANCE 25 OF 2001

**AN ORDINANCE
TO PROVIDE FOR RIGHTS AND OBLIGATIONS
OF PARTIES TO CONSUMER CONTRACTS MADE
BY MAIL ORDER, TELEPHONE, COMPUTER
OR THE LIKE AND FOR MATTERS
CONNECTED THEREWITH**

T.W. RIMMER
ADMINISTRATOR

3rd December 2001.

BE it enacted by the Administrator of the Sovereign Base Areas of Akrotiri and Dhekelia as follows:-

PART I – PRELIMINARY PROVISIONS

1. This Ordinance may be cited as the Consumer Protection (Contracts by Mail Order, Telephone, Computer Etc) Ordinance 2001 Short title.

2. In this Ordinance, unless the context otherwise requires - Interpretation.

“competent service” means the Commission for the Protection of Competition of the Republic or such other service as may be charged by the Chief Officer with the duties entrusted to the competent service under this Ordinance;

“consumer” means an individual who, in concluding a distance contract to which this Ordinance applies, or in any transactions relating to such a contract, acts for purposes other than for his trade, business or profession;

“Court” means the Judge’s Court of the Areas;

“distance” or “at a distance” in relation to a distance contract or in relation to a transaction or communication connected with such a contract means other than face-to-face contact as between the supplier and the consumer;

“distance communication” means a communication between the supplier and the consumer made at a distance using one or more of the means of communication described in Schedule 1 or any other means of communication of a similar description to any of those means of communication; Schedule 1

“distance contract” means a contract for the supply of goods or for the provision of services made at a distance as between the supplier and the consumer under a promotional or advertising scheme organised and operated by the supplier and under which the parties conclude the contract by the use of one or more means of distance communication, not being a contract exempt under section 4(1);

“financial service” means any of the services described in Schedule 2 or any service of a similar description to any of those services;

“goods” has the same meaning as is given to that term by section 2 of the Sale of Goods Ordinance;

“operator of a means of communication” means any person whose trade, business or professional activity involves making one or more means of distance communication available to suppliers;

“services” means the undertaking to provide, and the provision of, services by a person for gain or reward, excluding the provision of services by an employee to an employer under a contract of employment;

“supplier” means a person who, in concluding a distance contract, whether by himself or through another, acts for the purpose of his trade, business or profession.

Schedule 2

Ordinance
16/2000.

Application.

3. Subject to section 4, this Ordinance shall apply to any distance contract entered into on or after the day that this Ordinance comes into force.

Exemptions.

4. - (1) This Ordinance shall not apply to a distance contract which -

- (a) relates to a financial service;
- (b) is concluded by means of an automatic vending machine or automated commercial premises;
- (c) is concluded with the Cyprus Telecommunications Authority or any other telecommunications operator through the use of public pay telephones;
- (d) is concluded for the construction and sale of immovable property or which relates to other rights over immovable property, not being property that is for rental; or
- (e) is concluded at an auction.

(2) Sections 5, 6, 7 and 8(1) shall not apply -

- (a) to a distance contract for the supply of foodstuffs, beverages or other goods intended for consumption in the home of the consumer and supplied by way of a regular delivery by a roundsman; or
- (b) to a contract for the provision of accommodation, transport, catering or leisure services, where the supplier undertakes, at the time that the contract is concluded, to provide the services in question on a specific date or within a specific period.

PART II – REGULATION OF DISTANCE CONTRACTS

5. - (1) A distance contract shall not be enforceable against the consumer, unless the supplier or his representative has furnished the consumer with the following information -

Information to be furnished by the supplier.

- (a) the identity of the supplier and the address of the premises of the supplier most accessible to the consumer;
- (b) the main characteristics of the goods or services concerned;
- (c) the price of the goods or services concerned, including all taxes;
- (d) the possible delivery costs;
- (e) the manner of payment, delivery or performance of the contract;
- (f) the consumer's right of cancellation under section 7;
- (g) the cost of using the means of distance communication, where it is calculated at a rate other than that normally applicable when using that means of distance communication at the time in question;
- (h) the period for which the offer or the price for the goods or services in question remains valid;
- (i) where appropriate, the minimum duration of the contract.

(2) All the information described in subsection (1) above shall be furnished in a clear and comprehensible manner in any appropriate way having regard to the means of the distance communication used, and the commercial purpose of the communication shall be disclosed.

(3) In the case of a telephone communication, the identity of the supplier and the commercial purpose of the communication shall be disclosed to the consumer at the beginning of the telephone conversation with him.

6. - (1) A consumer shall be given confirmation in writing or any other durable form available and accessible to him, in the language of the offer, of the information described in section 5(1)(a) to (f), in good time during the performance of the contract, and where goods not intended for delivery to a third party are concerned, not later than the time of delivery of the goods, unless such information has already been furnished to the consumer, prior to the conclusion of the contract, as provided above.

Time by which information is to be furnished.

(2) In the case of goods intended to be delivered to a third party, the consumer shall be given confirmation in writing or in any other durable form available and accessible to him, of the information described in section 5(1)(a) to (f), in the language of the offer, within a reasonable time after delivery of the goods.

(3) The supplier shall also furnish the consumer with -

- (a) written information of the conditions and procedure for the consumer to exercise his right of cancellation under section 7 and a form of notice of cancellation of contract as set out in Schedule 3;

Schedule 3.

- (b) the address of the place of business of the supplier to which the consumer may address any complaints;
- (c) information on after-sales services and of any related guarantees.

(4) Subsections (1), (2) and (3) above shall not apply to services which have been performed through the use of a means of distance communication, being services which are provided on one occasion only and which have been invoiced by the operator of the means of distance communication. The consumer, however, shall in any event be furnished with the address of the place of business of the supplier to which the consumer may address any complaint.

Right of
cancellation.

7. - (1) Subject to subsection (2) below, a consumer shall have the right to cancel a distance contract, without penalty and without giving any reasons, by giving written notice of withdrawal within a period of fourteen days commencing -

- (a) in the case of a contract for the supply of goods, on the day following the day of receipt of the goods by the consumer, or on the day following the fulfilment by the supplier of his obligations under section 6, whichever is the later,
- (b) in the case of a contract for the provision of services, on the day following the day on which the contract was concluded, or on the day following the fulfilment by the supplier of his obligations under section 6, whichever is the later.

(2) If the supplier fails to fulfil his obligations under section 6, the period for cancellation under this section shall be three months and shall commence -

- (a) in the case of a supply of goods, on the day following the day of receipt of the goods by the consumer, and
- (b) in the case of a provision of services, on the day following the conclusion of the contract for the provision of the services:

Provided that if the information referred to in section 6 is furnished within such three-month period, the fourteen-day period referred to in subsection (1) above, shall commence on the day that the information is furnished.

(3) A notice of cancellation of contract sent by a consumer to a supplier shall state -

- (a) that the consumer has decided to cancel the contract,
- (b) the date of the notice, and
- (c) the name and address of the person to whom the notice is given in accordance with the terms of the contract.

(4) The notice of cancellation of a contract may be given on the form of the notice of cancellation of contract accompanying the contract or in any other written form that satisfies the requirements of this section.

(5) A notice of cancellation of contract sent through the post shall be deemed to have been given on the day of posting, whether or not it has been received by the supplier.

(6) A consumer who cancels a distance contract under and in accordance with this section shall be relieved of any obligation arising thereunder.

(7) Unless the parties have agreed otherwise, the consumer may not exercise the right of cancellation under this section in respect of contracts -

- (a) for the provision of services, which, with the agreement of the consumer, commenced before the expiration of the fourteen-day period provided by subsection (1) above;
- (b) for the supply of goods or services the price of which is dependent upon fluctuations of the financial market which are beyond the control of the supplier;
- (c) for the supply of goods made to the consumer's specifications, or which are clearly for the personal use of the consumer, or which, by their nature, cannot be returned or are liable to deterioration or expiration, within a short period of time;
- (d) for the supply of audiovisual recordings or computer software whose seal has been broken by the consumer;
- (e) for the supply of newspapers or magazines; or
- (f) for the provision of betting and lottery services.

8. - (1) Unless the parties have otherwise agreed, the supplier shall perform the contract within a period of thirty days commencing on the day following the day on which the consumer forwarded his order to the supplier.

Time for performance of contract.

(2) Unless the parties have otherwise agreed, where a supplier is unable to perform the contract for any reason, he shall forthwith inform the consumer of that fact and shall refund any amount he has received from the consumer as soon as possible and in any event within a period of thirty days commencing on the day following the day that the contract was concluded.

(3) A supplier may provide the consumer with goods or services of equivalent quality or price, if this possibility was agreed prior to the conclusion of the contract or if this is provided for in the contract in a clear and unambiguous manner. The costs of returning the goods on the exercise of the right to cancel a contract shall be borne by the supplier, who shall inform the consumer of that fact.

9. Where, in connection with a distance contract, the consumer has authorised any payment to be made by means of a credit card and there has been any fraudulent use of that credit card, the consumer shall be entitled to -

Payment by credit card.

- (a) request the cancellation of such payment; and
- (b) be credited with any sum paid or to have an amount equal to that sum repaid to him.

10. - (1) Subject to subsection (2) below, a consumer who, on the cancellation of a contract pursuant to section 7, is in possession of goods by virtue of the contract shall return the goods to the supplier within thirty days of the cancellation, subject to his rights of lien and his obligation to take reasonable care of the goods while they are in his possession.

Rights and obligations of consumer after cancellation.

- (2) The consumer shall have no obligation to return –
- (a) perishable goods;
 - (b) goods which by reason of their nature are for consumption and which, before the cancellation, were so consumed;
 - (c) goods which are supplied to meet an emergency;
 - (d) goods which, before cancellation, have become incorporated into movable or immovable property not comprised in the cancelled contract.

(3) A consumer shall have an obligation to pay a reasonable price for his use or enjoyment of any goods or services prior to his cancellation of the contract relating to the goods or services in question.

Further rights of consumer after cancellation.

11. - (1) Where a contract is cancelled in accordance with the provisions of section 7, any amount paid by or on behalf of the consumer under the cancelled contract, or by virtue of any agreement such as is referred to in section 12(1) for the provision of credit, shall become immediately refundable to the consumer and in any event within a period of thirty days commencing on the day after the contract is cancelled.

(2) Where goods are in the possession of a consumer under the terms of a contract which has been cancelled under this Ordinance, the consumer shall have a right of lien over the goods with regard to any amounts which may have become refundable to him under subsection (1) above.

(3) Where any security has been provided in relation to a contract which has been cancelled under this Ordinance, such security shall be deemed not to have been provided and any property therein given to the supplier by way of security shall forthwith be returned to the consumer.

Effect of cancellation of contract on related credit agreement.

12. - (1) Where a contract has been cancelled under the provisions of section 7 and the consumer had agreed, at the instigation of the supplier, before the cancellation of the contract, to take advantage of credit facilities provided by the supplier or by a third person ("a credit agreement") for the purpose of paying for the goods or services concerned or part thereof, including any additional costs for their supply or provision, then whether or not the credit agreement is included in the distance contract or is a separate contract and whether or not the credit agreement defines the purpose of the credit provided, such credit agreement shall be deemed to be cancelled together with the cancellation of the distance contract and, subject to subsection (2) below, the consumer shall have no liability as regards the credit agreement.

(2) Where, in circumstances such as are described in subsection (1) above, any amount has been paid by the person who provided credit to the supplier or the consumer under a credit agreement, such amount shall forthwith be refunded, and in the event of any delay in the making of such refund, the supplier or, as the case may be, the consumer, shall pay interest on the unrefunded amount, at the rate specified in the credit agreement.

Unsolicited goods.

13. - (1) Any supply of goods or provision of services to an individual, without his prior request, and which involves a demand for payment, is hereby prohibited.

(2) Where a person has received any goods in circumstances such as described in subsection (1) above and within the period of thirty days commencing on the day that the goods were received, the supplier or any one acting on his behalf has not requested the return of the goods, then the recipient of such goods may thereafter use, handle or dispose of the goods as if they were an absolute gift to him and any proprietary rights of the supplier over the goods shall be extinguished.

(3) The absence of any response from the recipient of such goods shall not be construed as an acceptance by him for the supply of such goods nor shall it give rise to any right for damages or for any costs or expenses incurred by reason of the supply of the goods and any claim for payment of such damages, costs or expenses by the supplier against the recipient shall be disallowed.

(4) The costs of the return of any such goods by the recipient shall be borne by the supplier.

14. - (1) The consent of the consumer shall be required for the use by the supplier of the following means of distance communication –

Restrictions of the use of distance communications.

- (a) automated calling systems without human intervention as in the case of an automatic calling machine;
- (b) facsimile machines.

(2) Distance communications, other than those referred to in subsection (1) above, which allow for communications with an individual consumer may only be used where there is no clear objection thereto by the consumer.

15. The suppliers and operators of means of communication shall be under an obligation to terminate practices which do not comply with the provisions of this Ordinance.

Obligations of operators of means of communications.

PART III – INVESTIGATION OF BREACHES BY SUPPLIERS AND PROTECTION OF CONSUMERS THROUGH COURT ORDERS

16. - (1) The competent service shall have a duty to investigate, upon complaint or of its own volition, breaches by suppliers of any provision of this Ordinance.

Duties and powers of the competent service.

(2) Where, upon such investigation, the competent service considers that there has been a breach, it may request the Court, on application, to issue a mandatory or prohibitory injunction, including a temporary order, against any person whom it considers to be involved in or responsible for such breach.

(3) During such investigation the competent service may, if it considers it expedient, take into account any undertakings given to it by any person or on his behalf, with regard to the breach and the prospect of remedying or terminating the breach.

(4) Where the competent service, upon an investigation conducted in accordance with subsection (1) above, does not consider it expedient to apply to the Court with regard to any complaint which, under this section, it has a duty to investigate, it shall justify its decision not to apply to the Court.

(5) The competent service, in exercising the powers granted to it by this Ordinance, shall take into account -

- (a) the interests of all parties involved, and in particular the public interest;
- (b) the desirability of the encouragement of voluntary self-control to obtain compliance with the provisions of this Ordinance by independent organisations, associations or unions representing suppliers.

17. - (1) The Court before which any application under section 16(2) is made shall have power, subject to the provisions of the Civil Procedure Ordinance, the Courts Ordinance and the Civil Procedure Rules, to issue a mandatory or prohibitory injunction, including a temporary order requiring -

- (a) the immediate cessation or non-repetition of the breach;
- (b) the taking of such corrective measures, at the discretion of the Court, within a specified time, for the remedying of the breach;
- (c) the publication of the whole or part of the relevant decision of the Court or the publication of a notice for the purpose of countering the likely effects of the defendant's continued breach;
- (d) the taking of any other action or measure which may be deemed necessary or reasonable in the circumstances of the particular case.

(2) An order made under subsection (1) above, may be by reference not only to the specific actions or conduct of the defendant as respects a specific consumer but also by reference to possible future actions or conduct of such defendant as respects consumers in general.

18. Subject to the provisions of this Part, any legally constituted organisation or union which, under any Ordinance or its articles of association, has a sufficient interest in the protection of the collective interests of consumers in general, shall have a right to apply to the Court for the issue of a mandatory or a prohibitory injunction under section 16(2).

19. The competent service may provide for the dissemination of such information and advice, including orders of the Court regarding the application of this Ordinance, which it deems useful in the interests of the public and of all persons who may be affected by the application of the provisions of this Ordinance.

PART IV - MISCELLANEOUS PROVISIONS

20. - (1) Any term in a distance contract that conflicts or is inconsistent with any provision of this Ordinance, or to the extent that any such term so conflicts or is so inconsistent, shall be void.

(2) Where any provision of this Ordinance imposes a duty or liability on a consumer under specified circumstances, a term in a distance contract is inconsistent with that provision if it purports to impose, directly or indirectly, an additional duty or liability on him in those circumstances.

Applications for injunctions by the competent service. Cap.6 (Laws of Cyprus) and Ordinances 18/66, 9/70, 3/83 and 22/89.

Ordinances 3/60, 7/61, 19/62, 5/63, 3/65, 9/77, 12/84 and 6/88.

S.L. Vol.II p.120 (Rules), P.Is. 321/54, 549/56 and 295/58 (Cyprus) and P.Is. 65/66, 28/69, 61/69, 7/73, 12/74, 88/76, 8/79, 9/79, 13/83, 27/84, 65/86, 68/87, 18/88, 16/90, 126/92, 41/93, 50/93, 17/94, 51/95 and 13/99.

Applications for injunctions by consumers' organisations.

Dissemination of information by the competent service.

Terms of contracts void if they conflict or are inconsistent with Ordinance.

21. Any purported waiver by a consumer of the rights conferred upon him by this Ordinance shall be void and be of no effect.

Waiver of consumer's rights is void.

22. - (1) This Ordinance shall not apply to a distance contract of a particular description where the provisions of any other Ordinance entirely govern a distance contract of that particular description.

Effect of other Ordinances.

(2) Where any provision of any other Ordinance governs only some aspects of a supply of goods or services, that provision rather than the provisions of this Ordinance shall apply to those aspects of a distance contract.

23. Notwithstanding the provisions of this Ordinance, the conclusion of distance contracts may be prohibited or limited to certain products or services by virtue of the provisions of other Ordinances enacted on grounds of public interest.

Restrictions on distance contracts imposed under other Ordinances.

24. The onus of proof with regard to furnishing prior information, written confirmation of the information, the compliance with any time limits by the supplier and the consent of the consumer, shall be upon the supplier.

Onus of proof.

25. Notwithstanding any term in a distance contract which makes or purports to make applicable to the contract the law of another country not being a member State of the European Union, this Ordinance shall apply to the distance contracts where one or both of the following exist -

Applicable law.

- (a) if such term, in the judgement of the Court, has the effect of affording the consumer lesser protection than the protection afforded by this Ordinance; or
- (b) if at the time of concluding the contract the consumer had his usual residence in the Areas or the Republic or in a member State of the European Union and the necessary steps for the conclusion or execution of the contract were taken therein by or on behalf of the consumer.

26. The Administrator may make regulations generally for the more effective application of this Ordinance and for putting it into effect. Such regulations may make different provisions for different cases or classes of case and may contain such incidental, supplementary or transitional provisions as appear to the Administrator to be necessary or expedient for the purpose of this Ordinance or the regulations.

Regulations.

SCHEDULE 3

(Section 6(3)(a))

FORM OF NOTICE OF CANCELLATION OF CONTRACT

(Complete and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**)

To: *[The supplier to fill in the name and address of the person to whom this notice may be given].*

I/We hereby cancel the/our contract.

[The supplier to write down the reference number, code or other particulars to enable the contract to be identified. He may also write down the name and address of the consumer].

Consumer's signature:

Date

3rd December 2001
(173/16)

D.J. BONNER,
Chief Officer.

ORDINANCE 26 OF 2001

**AN ORDINANCE
TO AMEND FURTHER THE FOOD (SALE AND
CONTROL) ORDINANCE**

T.W. RIMMER
ADMINISTRATOR

3rd December 2001.

BE it enacted by the Administrator of the Sovereign Base Areas of Akrotiri and Dhekelia as follows:-

1. This Ordinance may be cited as the Food (Sale and Control) (Amendment) Ordinance 2001.

Short title.

2. The Food (Sale and Control) Ordinance (“the principal Ordinance”) shall be amended in accordance with sections 3 to 12 and unless the context otherwise requires, any reference in any of those sections to a numbered section or to the Schedule shall be construed as a reference to the section of the principal Ordinance which is so numbered, or as the case may require, as a reference to the Schedule to the principal Ordinance.

Amendments to the principal Ordinance.
Ordinances 5/2000 and 25/2000.

3. – (1) Section 2 shall be amended in accordance with subsections (2) to (6) below.

Amendments to section 2 of the principal Ordinance.

(2) For the definition of the term “analysis” there shall be substituted the following -

“ “analysis” or “test” includes a chemical or microbiological assay and any technique for establishing the composition, quality or safety of food, and cognate expressions shall be construed accordingly;”.

(3) For paragraph (b) in the definition of the term “authorised officer” there shall be substituted the following -

“(b) any other person appointed by the Chief Officer under section 11 for the purposes of this Ordinance;”.

(4) For the definition of the term “food” there shall be substituted the following -

“ “food” includes -

- (a) articles and substances used as ingredients in the preparation of food, and
- (b) articles and substances of no nutritional value, but does not include -
 - (i) water (excluding water offered for sale), live animals or birds; and
 - (ii) fodder and feeding stuffs for animals, birds or fish; and
 - (iii) articles and substances used only as drugs;”.

(5) For the definition of the term “Republican Analyst” there shall be substituted the following -

“ “Republican Analyst” means an analyst or other scientist or officer who works in a Republican Laboratory;”.

(6) After the definition of “Republican Analyst” the following definition shall be inserted -

“ “Republican Laboratory” means -

- (a) the General Laboratory of the Republic;
- (b) the laboratory for the control of foodstuff of animal origin of the Department of Veterinary Services of the Republic, which carries out analyses of, or tests on foodstuff of animal origin only;
- (c) a laboratory named in accordance with section 12(9);”.

4. Section 4(3) shall be amended by adding at the end the words “or testing”.

5. - (1) Section 11 shall be amended in accordance with subsections (2) to (8) below.

(2) For paragraphs (a), (b) and (c) of subsection (1) there shall be substituted the following -

“(a) enter, inspect, search and check any premises or other place, other than a private dwelling house, in which he has reasonable cause to believe that any article to which the provisions of this Ordinance or regulations made under it apply is produced, prepared, manufactured, preserved, cleaned, packed, stored, distributed, handled, disposed of, sold, possessed, exposed or offered for sale, and may examine such article, take a sample thereof on payment of a reasonable price, examine anything he reasonably believes is used or can be used for such production, preparation, manufacture, preservation, cleaning, packing, storing, distributing, handling, disposing of, selling, possessing, exposing or offering for sale, and may examine any method applied in the premises or other place in respect of any of the above work and any method of control applied in the premises or other place and its results, and

Amendment to section 4 of the principal Ordinance.

Amendments to section 11 of the principal Ordinance.

may conduct his own checks in order to assess the above methods of control and their results and check the persons employed in the premises or other place;

- (b) stop, enter, inspect, search and check any means of transport and open and examine any container, can, box, package, wrapping or other receptacle of any form, which he has reasonable cause to believe carries or contains any article to which the provisions of this Ordinance or the regulations made under it or any compulsory standard apply, and may examine and take a sample of such article on payment of a reasonable price, and may examine any method applied on the means of transport with respect to any of the work referred to in paragraph (a) above and carried out on the means of transport, and may examine any method of control applied on the means of transport and its results, and may conduct his own checks to assess the above methods of control and their results and check the persons employed on the means of transport;
- (c) examine any data registered electronically or by magnetic means, or in books or documents, which are found in any premises or other place referred to in paragraph (a) above or on any means of transport referred to in paragraph (b) above and which he has reasonable cause to believe contain information or entries regarding any article to which the provisions of this Ordinance or the regulations made under it apply, and take copies or extracts therefrom;”.

(3) In paragraph (d) of subsection (1), for the words “contravenes this Ordinance” there shall be substituted the words “is being or has been used or held in any manner which is contrary to the provisions of this Ordinance or of any regulations made under it”.

(4) In paragraph (e) of subsection (1), for the words “to which this Ordinance or the regulations” there shall be substituted the words “the provisions of this Ordinance or the regulations made under it”.

(5) After subsection (1), there shall be inserted the following new subsection -

“(1A) Notwithstanding paragraphs (a) and (b) of subsection (1) above, any authorised officer may take a sample of an imported article to which the provisions of this Ordinance or the regulations made under it apply, prior to customs clearance of such article, without paying a reasonable price.”.

(6) For subsection (3) there shall be substituted the following -

“(3) The possessor and the person in charge of any premises or other place or means of transport and any person employed in such premises or other place or means of transport, which an authorised officer enters under subsection (1) above, shall afford such officer any information or assistance that the officer may reasonably require.”.

(7) After subsection (4), there shall be inserted the following new subsections -

“(4A) In addition to the persons prescribed under the definition of the term “authorised officer” in paragraph (a) of section 2, the Chief Officer may appoint any other person who has the required qualifications to be an authorised officer for the purposes of this Ordinance.

(4B) An authorised officer shall, in the discharge of his duties, act in accordance with the guidance of the Director of Medical and Public Health Services of the Republic.”.

(8) For subsection (6) there shall be substituted the following -

“(6) For the purposes of this section, the expression “article in relation to which the provisions of this Ordinance or the regulations made under it apply” means -

- (a) any article of food;
- (b) anything which is used or may be used for the production, preparation, manufacture, preservation, cleaning, packing, storing, transport, distribution, handling, disposition of, selling, possessing, offering or exposing for sale of food;
- (c) any material used in the advertising or labelling of food;
- (d) any material or article which comes into contact with food.”.

6. For section 12 there shall be substituted the following -

“Analysis or test of a sample by a Republican Analyst.

12. - (1) Where -

- (a) an authorised officer takes a sample of food, product, material or article, under section 11(1) or (1A), or
- (b) an officer of Customs takes a sample of an article of food under section 14(1),

he shall submit such sample, in accordance with section 13(1) and (2) or, as the case may require, section 14(2) and (3), to a Republican Analyst for analysis or test, if he has reasonable cause to believe that any provision of this Ordinance or the regulations made under it in respect of the said sample or the article from which the sample was taken has been contravened, after informing the person to whom part of the sample shall be delivered under section 13(1)(a) or, as the case may require, section 14(2)(a).

(2) Any person conducting business or carrying out work relating to food, such as producing, preparing, manufacturing, preserving, cleaning, packing, storing, transporting, handling, distributing, disposing of, trading, importing and exporting of food and any buyer of a type of food product may, upon paying the fee prescribed by a notice published in the Gazette, submit a sample of a food article to a Republican Analyst for analysis or test.

(3) The Republican Analyst or a person acting under his instructions and direct supervision, shall, without delay, analyse or test any sample submitted under subsection (1) or (2) above.

(4) Where an analysis or test of a sample which is done under subsection (3) above, and submitted under subsection (1) above, proves that such sample is not in conformity with any provision of this Ordinance or the regulations made under it, the Republican Analyst shall issue and send or deliver to the officer who submitted the sample a certificate in the form set forth in the Schedule (or in the form corresponding to such form which is in use in the Republic) which shall state the result of the analysis or test done.

Schedule.

(5) Where an analysis or test of a sample which is done under subsection (3) above, and submitted under subsection (2) above, proves that such sample is not in conformity with any provision of this Ordinance or the regulations made under it, the Republican Analyst shall issue, and send or deliver to the person who submitted the sample the standard laboratory report which shall state the result of the analysis or test done and which he shall prepare in accordance with the relevant standard procedures of the Republican Laboratory where he works.

(6) Where an analysis or test of a sample which is done under subsection (3) above, and submitted under subsection (1) or (2) above, proves that such sample is in conformity with the provisions of this Ordinance or the regulations made under it, the Republican Analyst shall issue and send or deliver to the officer or, as the case may be, to the person who submitted the sample the standard laboratory report which shall show the result of the analysis or test and which he shall prepare in accordance with the standard procedures of the Republican Laboratory where he works.

(7) Any certificate issued and any report prepared under subsections (4) to (6) above, shall be considered as a certificate, or as the case may be, a report for the purposes of section 12(1) of the Evidence Ordinance.

Cap.9 (Laws of
Cyprus) and
Ordinances 8/61,
9/65, 5/78, 4/82,
16/85, 18/2000.

(8) Where -

- (a) an authorised officer has taken a sample of food, product, material or article, under section 11(1) or (1A), or
- (b) an officer of Customs has taken a sample of food under section 14(1),

and submitted it to a Republican Analyst for analysis or test, the person to whom part of the sample was delivered under section 13(1)(a), or as the case may require, section 14(2)(a), may request and receive copy of the certificate or, as the case may be, a copy of the laboratory report issued by the Republican Analyst, which shows the result of the analysis or test from-

- (i) the Chief Officer where the sample was taken by an authorised officer;
- (ii) the Director of Customs, where the sample was taken by an officer of Customs:

Provided that a person who requests such a copy may receive a copy of a laboratory report issued by a Republican Laboratory only after paying the prescribed fee referred to in subsection (2) above to the person who delivers it to him.

(9) The Administrator may, by a notice published in the Gazette, name a laboratory which satisfies the specifications, criteria and standards prescribed by regulations made under this Ordinance, as a Republican Laboratory with respect to a specific area, for the purpose of carrying out analyses of or tests on food, products, materials or articles in accordance with the provisions of this Ordinance and the regulations made under it.”.

7. For section 13 there shall be substituted the following -

“Handling of samples taken by authorised officers.

13. - (1) Where an authorised officer takes a sample of food, product, material or article, under section 11(1) or (1A) with the intention of submitting such sample for analysis or test, he shall divide such sample right away into three parts and shall label, seal or secure each part as its nature will permit and shall -

- (a) give one part to the person who possesses or in any manner is entitled to keep or control the food, product, material or article or to his representative, and
- (b) retain one part for future comparison, and
- (c) submit one part to a Republican Analyst for analysis or test.

(2) Notwithstanding subsection (1) above, where in the opinion of the authorised officer the division of the sample is impracticable or is likely to affect the said sample or the analysis or test thereof, instead of dividing it, the authorised officer may take three samples of the same consignment or code of manufacture, and shall label, seal or secure each sample in such a manner as its nature will permit and shall handle the samples as if they were parts of one sample as described in paragraphs (a), (b) and (c) of subsection (1) above; in such a case, any person such as is referred to in paragraph (a) of subsection (1), who is given one of the three samples under this section, shall retain the rights given to him by section 12(1) and (8).

(3) Unless the contrary is proved, where a sample is taken from an automatic vending machine, the person who possesses or is in any manner entitled to keep or control the food, product, material or article from which the sample was taken shall be deemed to be the possessor of the premises or other place in which the said machine is situated.”.

8. For section 14 there shall be substituted the following -

“Powers of Customs officers to test and take samples of imported food.

(1) Without prejudice to the powers of authorised officers, any officer of Customs may test any food when imported and take a sample from such food to ascertain whether the provisions of this Ordinance or the regulations made under it are being complied with.

Substitution of section 13 of the principal Ordinance.

Substitution of section 14 of the principal Ordinance.

(2) Where an officer of Customs takes a sample of food when imported, under subsection (1) above, with the intention of submitting it for analysis or test, he shall divide such sample into three parts and shall label, seal or secure each part in such a manner as its nature will permit and shall-

- (a) give one part to the importer or his representative, and
- (b) retain one part for future comparison, and
- (c) submit one part to a Republican Analyst for analysis or test.

(3) Notwithstanding subsection (2) above, where in the opinion of the officer of Customs the division of the sample is impracticable or is likely to affect the said sample or the analysis or test, instead of dividing it, the said officer may take three samples of the same consignment or code of registration and shall label, seal or secure each sample in such a manner as its nature will permit and shall handle such samples as if they were parts of one sample as under paragraphs (a), (b) and (c) of subsection (2); in such a case, any person such as is referred to in paragraph (a) of subsection (2) above, who is given one of the three samples under this subsection, shall retain the rights given to him by section 12(1) and (8).

(4) Where an officer of Customs receives a certificate from a Republican Analyst which states that an imported article of food is unfit for human consumption under section 3, then, unless the contrary is proved, the officer may prohibit, restrict or permit under conditions the importation of such article of food and the importation of the consignment or batch of the same description or class of which the said article of food forms part.

(5) Without prejudice to the powers of authorised officers, any officer of Customs may detain or seize any article of food when imported, in respect of which he has reasonable cause to believe that any provision of this Ordinance or the regulations made under it has been contravened and may order that such article of food be kept at, in or transported to, such place as he may indicate.

(6) The removal of, change to, or interference in any manner with, any article of food which has been detained or seized under subsection (5) above, without authorisation by an officer of Customs is prohibited.”.

9. After section 14 there shall be inserted the following new section -

14A.- (1) An authorised officer, officer of Customs or a Republican Analyst shall not disclose information he has received in the exercise of

Insertion of section 14A into the principal Ordinance.

powers given to him or the duties imposed upon him by this Ordinance or the regulations made under it, otherwise than -

- (a) with the prior written consent of the person who provided the information; or
- (b) for purposes of providing evidence in a criminal proceeding before the Court; or
- (c) for the purposes of protecting public health or for some other official purpose.

(2) Any person who contravenes the provisions of this section shall be guilty of an offence and shall be liable, on conviction, to a fine not exceeding one thousand and five hundred pounds or to imprisonment not exceeding twelve months or to both such penalties.”.

10. After section 19 there shall be inserted the following new section -

“Labelling of genetically altered food.

19A.- (1) The advertising or sale of any genetically altered food is hereby prohibited, unless such food is expressly so described in such advertisement, or unless, apart from the requirements of section 19, the information described below is written in Greek on the container, box, receptacle or wrapping in which such food is packed -

- (a) where any article of food consists of more than one ingredient, the indication “produced by genetically altered soya seed” or “produced by genetically altered corn seed” or any other similar indication, shall be written in parentheses in the list of ingredients of the article of food, immediately after the name of the ingredient in question and in the same size of writing;
- (b) the indications referred to in paragraph (a) above may be clearly written in a note at the end of the list of ingredients, by adding an asterisk (*) immediately after the ingredient in question;
- (c) where an article of food consists of only one ingredient, the indications of paragraph (a) above may be clearly written on the labelling of such food article;
- (d) where an ingredient of an article of food is described by the name of the class of such article, the words “contains...(*) produced by genetically altered soya [or corn] seed” shall be added and;
- (e) where an ingredient of a composite article of food is derived from genetically altered soya or corn seed such indication shall be written on the labelling of the final product, together with the additional indications referred to in paragraph (a) above.

Insertion of section 19A into the principal Ordinance.

(2) For the purposes of this section, a genetically altered article of food shall be deemed to be an article of food which is produced, entirely or partly from, or the ingredients of which contain, genetically altered soya seed or genetically altered corn seed or which contains protein ingredients or DNA deriving from a genetic alteration.”.

11. - (1) Section 25 shall be amended in accordance with subsections (2) to (5) below.

Amendments to
section 25 of the
principal
Ordinance.

(2) At the end of paragraph (b) there shall be added the words “and criteria for the control of the temperature of certain classes of articles of food”.

(3) For paragraph (d) there shall be substituted the following -

“(d) for requiring, prohibiting or regulating the use of any process in the production, preparation, preservation, cleaning, packing, transporting, distributing, handling, disposing, selling, possessing, exposing or offering for sale, or selling of any food intended for human consumption or use, or of any classes of such food; for requiring, prohibiting or regulating the conditions under which any of the above work is carried out; for requiring, prescribing, or regulating the health and safety rules relating to food, which are to be observed during any of the above work, as well as the methods of control which are to be observed by undertakings in the food industry in order to secure the health and safety of food;”.

(4) For subparagraphs (iii), (iv) and (v) of paragraph (k) there shall be substituted the following -

“(iii) the control of persons employed in premises or other places where articles of food intended for human consumption are produced, prepared, manufactured, preserved, cleaned, packed, stored, handled, distributed, disposed of, sold, possessed, exposed or offered for sale and of persons employed in means of transport where food is transported or any of the above work is carried out and of persons carrying out any of the above work,

(iv) the inspection and control of premises or other places where articles of food intended for human consumption are produced, prepared, manufactured, preserved, cleaned, packed, stored, distributed, handled, disposed of, sold, possessed, offered or exposed for sale and of means of transport where food is transported or any of the above work is carried out,

(v) authorising measures to be taken for the prevention of any danger which is likely to

arise to public health from the production, preparation, manufacture, importation, preservation, packing, storing, transportation, distribution, handling, disposition of, selling, possessing, exposing or offering for sale of articles of food intended for human consumption;”.

(5) After paragraph (k), there shall be added the following new paragraphs -

“(l) for prescribing and generally regulating the manner in which the Chief Officer, authorised officers, officers of Customs, Republican Analysts and any other persons exercising the powers given to them and duties imposed on them under this Ordinance should exercise such powers or perform such duties, and for affording or assigning to such persons any other relevant or similar powers or duties, accordingly;

(m) for prescribing and generally regulating -

(i) the manner in which Republican Laboratories are assessed, accredited and exercise the duties given to them under this Ordinance,

(ii) the specifications, criteria and standards that Republican Laboratories are required to satisfy.”.

12. For the Schedule there shall be substituted the following -

Substitution of the Schedule to the principal Ordinance.

**“SCHEDULE
(Section 12 (4))**

Republican Laboratory (1)

CERTIFICATE OF ANALYSIS OR TEST

To (2)
the undersigned Republican Analyst, do hereby certify that I received on the..... day of, 20....., from (3)..... a sample labelled (4)..... and with the description (5)

for analysis and test (6) (which then weighed (7) and has been analysed and tested (8) by me or by a person under my instructions and direct supervision (9), and declare the results of the analysis or test to be as follows (10) :

My opinion and observations are as follows (11) :

I further certify that the sample (since received by myself) has not sustained any change which could affect the results, my opinion and observations expressed here above.

As witness my hand this..... day of 20.....

(Signature).....
Republican Analyst.

Notes:

- (1) Here insert the name and address of the Republican Analyst carrying out the analysis or test.
- (2) Here insert the name and address of the person submitting the article for analysis or test.
- (3) Here insert the name of the person delivering the sample for analysis or test.
- (4) Here insert the name or type of sample and the reference number, for example, the number of the General Laboratory (G.L. No.).
- (5) Here insert observations with regard to the sample, like date of taking the sample, date of expiry and details of seller and/or manufacturer.
- (6) Here delete the words “analysis and” or the words “and test” or none of these words, as the case may require.
- (7) This passage may be erased or the blank may be left unfilled, when the article cannot be conveniently weighed or when weighing is of no importance to the result of the analysis or test.
- (8) Here delete the words “analysed and” or the word “tested” or none of these words, as the case may require.
- (9) Here delete the words “by me or” or the words “by a person under my instructions and direct supervision”, as the case may require.
- (10) Here the Republican Analyst describes the result of the analysis or test.
- (11) Here the Republican Analyst expresses, if he so deems necessary, his opinion and observations, taking into account the provisions of the Food (Sale and Control) Ordinance and the regulations made under it.”.

3rd December 2001
(205/2/2)

D.J. BONNER,
Chief Officer.

