A Comparative Analysis of the Legal Framework for Consumer Protection in Nigeria, the United Kingdom, and Australia

BY

DR. ALFRED ABHULIMHEN-IYOHA

CHIEF MAGISTRATE, EDO STATE JUDICIARY, HIGH COURT COMPLEX BENIN CITY, NIGERIA.

PhD LAW, PhD INTERNATIONAL RELATIONS(STRATEGIC STUDIES) DIPLOMA CHRISTIAN THEOLOGY. TEL: +2348055968440, Email:aaiyoha@yahoo.com &

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Abstract

This article examines the legal frameworks governing consumer protection across three prominent Commonwealth jurisdictions: Nigeria, the United Kingdom (UK), and Australia. Consumer protection law within the Commonwealth shares a foundational lineage rooted in English common law and equitable doctrines. However, the contemporary socio-economic realities of these nations have necessitated divergent legislative and regulatory evolutions. While the UK framework has been shaped by European Union directives (retained post-Brexit) and centralized statutory consolidation under the Consumer Rights Act 2015, Australia has pioneered a robust, single national regime under the Australian Consumer Law (ACL). Conversely, Nigeria has transitioned from a highly fragmented, pro-supplier common law stance to a more centralized regime with the enactment of the Federal Competition and Consumer Protection Act (FCCPA) 2018. This paper evaluates the statutory mechanisms, enforcement architectures, and judicial developments in these jurisdictions. By analyzing landmark judicial decisions and institutional efficacy, this article highlights existing gaps in enforcement—particularly within Nigeria—and proposes structural reforms drawing on lessons from the UK and Australian models.

1. Introduction

The primary objective of consumer protection law is to correct the inherent economic imbalance between suppliers of goods or services and vulnerable consumers. Historically, the common law doctrine of *caveat emptor* (let the buyer beware) placed the burden of product quality entirely on the consumer. As markets grew increasingly complex, this doctrine proved inadequate, leading to unfair trade practices, unconscionable contracts, and unsafe products.

Consumer Protection is a matter of concern to all nations. Almost all countries including Nigeria has established the necessary institutions and backed them up with relevant legal institutions. Regardless of this, the Nigerian markets and shops are still replete with fake, substandard goods while most of the time, the services rendered to consumers are not commensurate with the price they pay for them. Many statutes in consumer protection policy have been passed to improve the lot of the consumers, but they remain violated and consumers still remain at the mercy of producers and sellers. Consumers are exploited daily by manufacturers, importers, middle men, sellers that even the health of the consumers are being jeopardized, sometimes there are losses of lives and property.

This paper seeks to analyze the legal framework for consumer protection in Nigeria. Some of the laws will be focused on and the nature of their enforcement. Some of the problems which make enforcement difficult will also be addressed as well as UK consumer protection laws.

Within the Commonwealth, the evolution of consumer law reflects a tension between the traditional principle of sanctity of contract and the modern necessity of regulatory intervention. This article provides a comparative analysis of the legal frameworks for consumer protection in Nigeria, the United Kingdom, and Australia (as a representative Commonwealth jurisdiction). It evaluates how these nations have modified their received common law traditions through modern statutes and judicial interpretation to safeguard consumer rights

1.1.0: Definition of Terms:

1.1.1: Consumer:

A consumer is a person who buys or uses goods and services. This means that the consumer has the freedom to choose to use or not to use a particular product or service. The consumer is someone who acts freely and is not in any way coerced or forced into the relation.[1]

A consumer is an individual who purchases, uses, maintains or disposes a product or services. Any person who hires any service for a consideration or any beneficiary of such services, provided the service is availed with the approval of the person who has hired the services for a consideration is a consumer.[2]

1.1.2: Consumer Protection:

Consumer Protection is accomplished by setting minimum quality specification and safety standard for both goods and services and establishing mechanisms to redress the consumers' grievances.[3]

Consumer Protection is about the provision of appropriate and effective mechanisms in order to protect the pecuniary, health, safety and security interests of all legal persons against misleading, fraudulent and harmful business practices including manufacturing, trading, packaging, advertising, distributing and selling of products; goods and services to ultimate consumer.[4]

1.2.0: Brief History of Consumer Protection

The history can be traced to the initiative of one of the United States President and consolidated by his successors. The history can be traced back to John F. Kennedy who introduced to the congress the revolutionary national rights for consumers in 1962. President Kennedy identified four rights for consumer; the right to safety, the right to be informed, the right to choose and the right to be heard. Thirteen years later, President Richard Nixon came up with an additional right; the right to consumer education. Likewise President Ford added the sixth right; the right to redress. Conclusively the President of International Organization of consumer union Anwar Fadl (1978-1984) raised their number of these rights to eight (8) by introducing two additional rights namely: the right to basic needs and the right to a healthy environment.[5]

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1 Okoro Jude Henry Ekwoma, *Enforcement of Consumer Protection Laws in Nigeria: An Appraisal*, Faculty of Law, University of Jos, 249-257.

2 Gambo Ibrahim Yaro, 'Institutional Framework on Consumer Protection Under The Nigerian Law: A Case Study of Consumer Protection Council', *International Journal of Innovative Legal and Political Studies,* Oct-Dec., 2017, 5(4): 8-14.

3 Gambo Ibrahim Yaro,op.cit at footnote 2.

4 *ibid.*

5 *ibid.*

Right to Safety: This means that consumers ought to be protected against products, production processes and services which are injurious to health and life.[6]

Right to be Informed: The consumer has the right to be given the facts to make informed choices and be protected against dishonest or misleading advertisement, labeling and other practices.

Right to Full Disclosure: This means that companies should state the negative as well as the positive aspects of their products on the package.

Right to Choose: This means the consumer has enough brand alternatives available to enable selection of satisfactory brand. The ultimate goal is a satisfied consumer, and comer satisfaction requires the ability to evaluate alternatives in the market places.

Right to Satisfaction of Basic Needs: To have access to basic economic goods and services, adequate food, clothing, shelter, health care, education.

Right to Redress: To receive a fair settlement of just claims in a quick and inexpensive manner, including compensation for misrepresentation.[7]

Right to Consumer Education: To acquire knowledge and skills needed to make confident choices about goods and services, while being aware of basic consumer rights and responsibilities and how to act on them.

Right to Healthy Environment: To live, work and study in an environment which is non-threatening to the well-being of present and future generations.

Right to be a Minority Consumer Without Disadvantage: To ensure that minority groups or low income consumers will not be at a disadvantage in relation to any of the above rights compared to other groups.

These consumer rights give rise to "consumerism" which contributed a lot to stabilize the market place as most producers and service providers complied with the world best practices of doing business especially in the advanced countries.[8]

1.3.0: The Need for Consumer Protection

Consumers need protection because they are generally powerless, most of them are semi-illiterate and less sophisticated. Producers on the other hand are smart, and employ services of well trained

6 Olise Moses Chigbata, *Consumer Protection Policy in Nigeria (A Case Study of Anambra State)*, University of Nigeria Research Publications, 2002, 38.

7 Olise Moses Chigbata, op.cit at footnote 6.

8 Ndubisi Emmanuel C, Anyanwu Aham V. and Nwankwo Cosmas A., 'Protecting the Nigerian Consumer: An Expository Examination of The Role of Consumer Protection Council', *Arabian Journal of Business and Management Review*, Vol. 6, Issue 4, 2016, 1-7.

marketers capable of selling ice in Alaska. Consumer Protection can be seen in terms of putting in place necessary protection devices in favor of the consuming public by government so as to forestall or reduce the incidences of misleading, dangerous and inferior goods or services as well as fraudulent and other unfair business practices being perpetuated by manufacturers, importers, exporters, sellers, etc.[9] The consumer has no direct contact with the producer, which makes it difficult for him to sue.[10]

In the first place, consumer protection helps to ensure the preservation of life because food, drugs, are needed for effective functioning of the human body, so the goods should not be hazardous, contaminated, fake or harmful to the body. Consumer protection is very a crucial guarantee that human rights are not intentionally trampled upon.[11]

The majority of the consumers are usually uniformed and powerless. Komolafe states that the vast majority of the consumers are handicapped in terms of limited or no formal education. Most of them do not know their rights and when they do, it is usually too much problem asserting them.[12]

Goods and services produced in a country must be consumed by both citizens and others in order to enable further production of these goods and services. These goods can be bought only if there is consumer confidence on the products. Consumer protection will also discourage dumping of goods and services into the country since the enabling laws are active and effective.

2. The Legal and Conceptual Framework of Consumer Protection in Nigeria

1.4.0: Legal Framework for The Protection of Consumer in Nigeria

The Consumer Protection Council established by the Consumer Protection Council Act[13] is the most direct consumer administrative agency in Nigeria. There are others like National Agency for Food and Drugs Administration and Control,[14] the Standard Organization of Nigeria,[15] Nigerian

9 Okoro Jude Henry Ekwoma, op.cit at footnote 1.
10 Gambo Ibrahim Yaro, op.cit at footnote 2.
11 Aremu J. A., *Consumer Protection as a Strategy for Socio-Economic Growth and Development*, (A Paper Presented at The Roundvtable on Consumer Protection, Lagos, June 15-16, 1999) 2.
12 Okoro Jude Henry Ekwoma – Komolafe O., *Approach to Effective management of Consumer Indifference*, Business Times, Dec 2, 1980, 24.
13 Consumer Protection Council Act Cap. C25 LFN 2004.
14 National Agency for Food and Drugs Administration and Control Act Cap N1 LFN 2004.
15 Standards Organization of Nigeria Act Cap 59 LFN 2004.

Communications Commission,[16] the Utilities Charges Commission,[17] National Insurance Commission,[18] Nigerian Tourism Development Corporation[19] and many more. Though there are laws in existence, the awareness of them is lacking. These agencies are conferred with extensive functions relating to setting the standard, quality control, investigation of consumer complaints. The agencies are administrative in nature and they seek to regulate the production, supply and provision of goods and services.[20]

1.4.1: The Federal Competition and Consumer Protection Act

The Federal Competition and Consumer Protection Act[21] was enacted by the National Assembly in December 2018, and subsequently signed into law by President Muhammadu Buhari in January 2019. The introduction of a codified set of competition rules into Nigeria's regulatory oversight framework came as a long anticipated change, to ensure that market distortions across all sectors are minimized and rules of fair play are respected in the market place.

The Act repealed the Consumer Protection Council Act, dissolving the Consumer Protection Council, and established the Federal Competition and Consumer Protection Commission (FCCPC) in its stead. Unlike the defunct CPC, the FCCPC's oversight extends beyond just consumer protection issues, and covers all entities in Nigeria – whether they are engaged in commercial activities as bodies corporate, or as government agencies and bodies.[22] The Act is established to promote and maintain competitive markets in the Nigerian economy and ensure welfare of consumers by providing consumers with product choices at competitive prices, among other functions that are ancillary and incidental to consumer protection and competition. Asides from the fact that it repeals the Consumer Protection Council Act,[23] it also repeals Sections 118 – 128 of the Investments and Securities Act[24] dealing with merger control.

It is important to note that the rights and protection afforded consumers under the FCCPA are more explicit and comprehensive than the rights and protection afforded to consumers under the now repealed Consumer Protection Council Act. The FCCPA also provides variety of options available

16 Nigerian Communications Commission Act Cap No. 97, LFN 2004.
17 Utilities Charges Commission Act Cap U17 LFN 2004.
18 National Insurance Commission Act Cap N53 LFN 2004.
19 Nigerian Tourism Development Corporation Act Cap N137 LFN 2004.
20 Okoro Jude Henry Ekwoma, op.cit at footnote 1.
21 Federal Competition and Consumer Protection Act 2018.
22 KPMG, *Federal Competition and Consumer Protection Act*, KPMG in Nigeria, Issue 3.3, March 2019.
23 CPC 2004.
24 Investment and Securities Act Cap124, LFN 2004.

to consumers in the enforcement of these rights, thus affording the consumers the liberty to choose the most suitable option to enforce their rights.[25]

The Act is poised to introduce groundbreaking changes into the Nigerian regulatory regime and some of the highlights include:[26]

i. **Establishment of The Federal Competition and Consumer Protection Tribunal:** The Act provides for the establishment of a Competition and Consumer Protection Tribunal. The Tribunal is expected to adjudicate over matters which arise from the operation of the Act. Interestingly, the Tribunal is also empowered to hear appeals from, or review any decision from the exercise of the powers of any sector specific regulatory authority in a regulated industry in respect of competition and consumer protection matters. The Tribunal can impose administrative penalties for breaches of the Act, and oversee forced divestment, partial or total, of investors from companies. Appeals against the Tribunal's decisions lie directly to the Court of Appeal, although its decisions are to be enforced after registration at the Registry of the Federal High Court.

ii. **Voidance of Restrictive Agreements:** The Act prohibits and voids restrictive agreements between business entities. The description of restrictive arrangements which are likely to prevent, restrict or distort trade is very wide-ranging, and includes prohibition of minimum resale prices (even for patented goods), direct or indirect price fixing, collusive tendering, withholding supply of goods and services from a dealer, exclusionary contractual provisions, etc. However, some of the prohibited arrangements may be approved by the Commission, if the Commission is satisfied that they are fair and do not eliminate competition.

iii. **Price Regulations:** The Act enables the President to declare price regulations for the purpose of regulating and facilitating competition, by an order published in the Federal Gazette. Such regulations are required to be for a stipulated period and narrowly designed. The Act directs that suppliers of regulated products are required to keep their accounting records for their supply for three years.

iv. **Regulation of Mergers:** The power to approve mergers is now granted to the Commission, instead of the Securities and Exchange Commission[27] (SEC). As hitherto applicable, the participants to a small merger do not need to notify the Commission, unless the Commission

25 Folasade Olusanya and Others, *The Enactment of the Nigerian Federal Competition and Consumer Protection Act*, Jackson, Etti and Edu, February 2019.<www.jacksonettiandedu,com> accessed 28 February, 2020.
26 KPMG, op.cit at footnote 22.
27 SEC 2004.

specifically requests that they do so within six months of deal close. The Act also prescribes rules for large mergers as the only other type of mergers.

v. **Offences and Stiff Penalties:** The Act stipulates offences and stiff penalties against competition such as price-fixing, conspiracy, bid-rigging, obstruction of investigation or inquiry, offences against records, giving of false or misleading information, etc.

vi. **Prohibition of abuse of dominant position:** The Act prohibits the abuse of a dominant position in any industry by any business undertaking. The acts of abuse of dominance specified in the Act are unreasonably lessening competition and impeding the transfer or dissemination of technology. The penalty for a recalcitrant abuser is prescribed as not less than 10% of the previous year's turnover upon conviction by a court. It is interesting that the Act states "court", and not the FCCP Tribunal. In any event, such penalty may be suspended once the Commission is satisfied that the abuse would cease.

vii. **Oversight of regulated industries:** The Act gives the Commission oversight powers in every sector, including presently regulated industries. The Act provides that in the event of any conflict, the Commission would share concurrent oversight with the industry specific regulator. The Act mandates the industry regulators to negotiate agreements with the Commission on how the powers of competition and consumer protection would be exercised within their industries.

viii. **Prohibition of monopolies:** The Commission's powers extend to investigation of monopolies. Where any monopoly is found to exist, the Tribunal's remedial efforts may include prohibition of an acquisition transaction, business break-up, forced publication of price lists, etc. Also, the Commission's oversight over monopolies is not restricted to those arising in Nigeria, if the undertaking is of Nigerian origin.

The FCCPA provides that its provisions would override the provisions of any other law, apart from the Constitution in all matters relating to competition and consumer protection and the Commission would have precedence over and above any other regulator in matters or conducts which affect competition and consumer protection.[28] The enactment of the FCCP Act is a step in the right direction. If properly executed, it has the potential to unleash the entrepreneurial potential of Nigeria's youthful population by reining in monopolistic tendencies, market distortions, and creating a level playing field required for medium and small scale enterprises to thrive. However,

28 Folasade Olusanya and Others, op.cit at footnote 25.

the Commission must be run professionally and must ensure a level-playing field between businesses of Nigerian and non_Nigerian origins.

Apart from the Consumer protection Act, there are other numerous consumer protection laws and some of them include:[29]

1.4.2: Standard Organization of Nigeria Act:[30] It was established among other things to organize and do everything necessary to ensure compliance with standards designated and approved by council, undertake investigations necessary into quality of facilities and products manufactured and imported into the country so as to establish a quality assurance system, including certification of factories, products and laboratories and to cooperate with corresponding national or intentional organizations in such fields of activities as it considers necessary with a view to securing uniformity in standards specifications.

1.4.3: National Agency for Food, Drugs Administration and Control (NAFDAC):[31] It was established to perform the following:

i. Regulate and control the importation, exportation, manufacture, advertisement, distribution, sales and use of food, drugs, cosmetics, medical devices, bottled water and chemicals.

ii. Conduct appropriate tests and ensure compliance with standard specifications designated and approved by the council for the effective control of the quality of food, drugs, cosmetics, medical devices, bottled water and chemicals and their raw materials as well as their production processes in factories and other establishment.

iii. Undertake appropriate investigations into the production premises and raw materials for food, drugs, cosmetics, medical devices, bottled water and chemical and establish relevant quality assurance systems, including certification of the production sites and of the regulated products.

iv. Control the exportation and issue quality certification of food, drugs, cosmetics, medical devices, bottled water and chemicals intended for export.

v. Establish and maintain relevant laboratories or other institutions in strategic areas of Nigeria as may be necessary for the performance of its function under this Decree.

29 Ezekiel Ebitu, *Consumer Rights, Consumer Protection and Public Policy in Nigeria: A Critical Review*, Article in International Business Research, Vol. 7, No. 12, 2014, 120-127.

30 SON 2004.

31 NAFDAC 2004.

Since the agency came on stream, it has been recording measure of success, educating the public, registering both locally manufactured and imported products and sanctioning producers and sellers of unregistered, and illegal products in Nigeria. The Agency has done so much to bring sanity to drugs and imported/manufactured foods in Nigeria.[32]

1.4.4: Weight and Measures Act:[33] This states that household products and pre-packaged food must show their net weight or quality on the label securely attached to it. Also, certain common household items such as sugar, tea, butter and so on must be packaged in standard sizes and weights. It is common, however, to find meat and fish sellers, bread makers and other sellers of food items violating this law in the market place.

1.4.5: Food and Drugs Act:[34] This law is aimed at ensuring that food and drugs are manufactured, processed, preserved, packaged, and stored in a hygienic manner and are also properly described. Dirty and unhygienic surroundings is common with most of our food markets and road side eateries.[35] The Act prohibits the sale of any Food or Drug that has poisonous or harmful substance and/or is unfit for human consumption, and was manufactured, prepared, preserved, packaged or stored under unsanitary conditions. Sections 2,5 and 11 warns against advertisement or information or publication likely to mislead or create a wrong impression about products, drugs, cosmetics, devise as to its quality, character, value composition merit or safety. Section 17 deals with penalties for offenders: two years imprisonment or N1,000.00 or both.

1.4.6: Federal Environmental Protection Agency:[36] This agency was established to maintain good environmental quality by asking companies dealing directly with the environment to conduct an Environmental Impact Assessment (EIA) of their activities in order to control and measure the extent of degradation and pollution that may occur as a result of their projects.

1.4.7: Sale of Goods Act:[37] Some of its more important provisions include the seller must have the right/title to sell the goods at the time of sale, the goods should be free from encumbrances; the goods must be of merchantable quality. When goods are sold by description or sample, such goods must conform to that description or sample in quality. Also goods must fulfill the purpose which was disclosed to the buyer at the time of sale otherwise, the seller will be liable.

32 Ezekiel Ebitu, op.cit at footnote 29.
33 Weight and Measures Act 1973.
34 Food and Drugs Act 1974.
35 Olise Moses Chigbata, op.cit at footnote 6.
36 Federal Environmental Prootection Agency 1992.
37 Sale of Goods Act 2004.

1.4.8: The Criminal Code:[38] The criminal code at section 245 prohibits the corruption of water sources and places imprisonment of six months on culprits and section 247 warns against pollution of atmosphere or doing any act "likely to spread the infection of any disease dangerous to life, whether human or animal". The culprit is also guilty of a misdemeanor, and is liable to imprisonment for six months.

1.4.9: Advertising Practitioners (Registration, Etc.) Act:[39] Regulates and defines who is qualified to practice advertising. It also sets guidelines for registration of advertisers and punishment of quacks. There are other laws and agencies that regulate advertisements. They include Food and Drugs Act (1974), Central Bank of Nigeria Act (CBN), NAFDAC, Tobacco Smoking (Control, etc.) Act 1990, SON, Marketing (Breast Milk Substitutes) Acts 1990, etc.

1.5.0: Factors Mitigating Against the Enforcement of Consumer Protection Laws in Nigeria

Having looked at the institutional framework for the protection and enforcement of consumer protection in Nigeria, there are some factors that are affecting the implementation of the laws which shall be analyzed here. One of them is that Nigeria is exposed to serious injuries which is as a result of the practices of some unscrupulous manufacturers, importers and other middlemen who circumvent the law to bring in or produce goods that are below standard into the country. This is a major constraint hindering effective consumer protection laws in Nigeria.[40]

Nigeria has become a dumping ground for substandard drugs and pharmaceutical products. Drugs are being sold in various places in small kiosks by untrained physicians or pharmacists, most of the drugs being expired or unapproved. Statistics have shown that 87% of drugs sold in places like Idumota in Lagos were occupied with fake drugs which can result into loss of lives.[41]

Illiteracy is another major mitigating factor as a broader part of the consumers are illiterates who can neither read nor write. Even when prescriptions are written on what they are buying, they cannot read to know if the product is good, up to date or expired. Due to this, the producers capitalize on that and fill the Nigerian market with junk goods just to maximize profit.

Poverty is another issue here in Nigeria, especially since most consumers will rather buy a cheaper product that is probably fake than that which is of good quality but expensive.

Nigeria is a very religious country. Most people believe that whatever happens is decreed by God, even when it is clear that the product used was the cause of the problem. As a believer of God or

38 Nigerian Criminal Code 1990.
39 Advertising Practitioners Act 1988.
40 Okoro Jude Henry Ekwoma, op.cit at footnote 1, 256.
41 Auduson I., 'Consumer Seek Divine Intervention', Daily Trust, July 14, 1988, 12.

Allah, they believe in fate, and because of this, they suffer physical or pecuniary injury as a result of consumption of any products and do not seek for remedy.[42]

2.1 Statutory Evolution: From Fragmentation to the FCCPA

Prior to 2019, the legal framework for consumer protection in Nigeria was deeply fragmented. Enforcement was scattered across sector-specific laws and regulatory bodies, such as the National Agency for Food and Drug Administration and Control (NAFDAC) Act,[^1] the Standards Organisation of Nigeria (SON) Act,[^2] and the Consumer Protection Council (CPC) Act 1992.[^3] The CPC Act was widely criticized for its lack of enforcement teeth, overlapping jurisdictions, and bureaucratic inefficiencies.

To remedy these deficiencies, the Federal Government enacted the Federal Competition and Consumer Protection Act (FCCPA) 2018.[^4] The FCCPA repealed the CPC Act and established two principal organs: the Federal Competition and Consumer Protection Commission (FCCPC) and the Federal Competition and Consumer Protection Tribunal (FCCPT). The FCCPA consolidated consumer protection and competition law into a single framework. Parts XV, XVI, and XVII of the Act explicitly enumerate fundamental consumer rights, including the right to fair value, quality service, safety, and the right to reject goods.

2.2 Judicial Interventions and the Common Law Position

Nigerian courts have increasingly moved away from strict adherence to *caveat emptor*, favoring a robust protection of consumer rights through tortious liability and statutory construction.

In the landmark case of *Donoghue v Stevenson*,[^5] the House of Lords established the foundational principle of manufacturer's liability in negligence, which Nigerian courts adopted. This was affirmed by the Supreme Court of Nigeria in *Osemobor v Niger Biscuit Co Ltd*,[^6] where the court held a manufacturer liable for injuries sustained by a consumer who bit into a biscuit containing a decayed tooth. The court emphasized that a manufacturer owes a duty of care to the ultimate consumer to ensure products are free from defects.

Similarly, in *Guinness (Nigeria) Ltd v Nwoke*,[^7] the Court of Appeal reaffirmed that manufacturers of consumable items owe a strict duty of care to consumers. Where foreign particles or harmful substances are found in a product, a presumption of negligence arises under the doctrine of *res ipsa loquitur*. Furthermore, the Supreme Court addressed contractual breaches and consumer injury in *Afribank Nigeria Plc v Shanu*,[^8] reinforcing

42 Gambo Ibrahim Yaro, op.cit at footnote 2.

that commercial entities cannot deploy unfair clauses to escape basic contractual duties of care.

Consumer Protection in the United Kingdom

The Consumer Rights Act 2015 was designed to simplify, strengthen and modernize UK consumer law. It was introduced as a Bill by the former Conservative-Liberal Democrat Coalition Government in January 2014. The Consumer Rights Act consolidates three pieces of UK legislation, replacing the Sale of Goods Act, Unfair Terms in Consumer Contracts Regulations and the Supply of Goods and Services Act.[43] It has been described by consumer organisation Which? as 'the biggest shake up in consumer rights law in a generation.[44] It includes new rules which will affect anyone selling digital content to consumers in the UK. In simple terms, digital content such as games will have to meet certain standards by law. The basic intention behind the Act is to extend the rights already available to people buying physical goods to people buying "digital content" and, with a few tweaks, to recognize the differences in the online world. [45]

The Act makes Alternative Dispute Resolution (ADR) available to all businesses to help when a dispute with a consumer cannot be settled directly. Before the Consumer Rights Act became law, this service had only been available in certain sectors. A business which is involved in a dispute will now need to make the consumer aware of a relevant certified ADR provider. The business should also let the consumer know whether or not they are prepared to use the ADR provider to deal with the dispute. However, a business does not have to use ADR unless it operates in a sector where existing legislation makes it mandatory (for example, financial services).[46]

Some of the other contents of the Act includes:

i. **Right to 30 days to get a refund:** Consumers now have the right to reject a faulty item and get a full refund – the time frame is 30 days.

ii. **New remedy system:** In place for faulty goods, digital content and services, consumers now have a tiered remedy system which details the different type of remedy to which you are entitled depending on the time you have owned the product. This measure means consumer rights to a refund are now more clearly set out.

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43 Kennedys, *Consumer Rights Act*, Kennedys Law LLP, 2016. <www.kennedyslaw.com> accessed 28 February, 2020.

44 Giliker P., *The Consumer Rights Act 2015 – A Bastion of European Consumer Rights,* Legal Studies, 37(1), 2017. 78-102.

45 Alex Tutty, *Consumer Rights Act 2015*, Sheridans, July, 2015. <atutty@sheridans.co.uk> accessed 28 February, 2020.

46 *ibid* at fottnote 43.

iii. **Right to repairs:** If the consumer requires a repair or replacement of goods, the trader must fulfill this in a reasonable time and without significant cost to the consumer. If the initial attempt by the trader to repair or replace a faulty item fails, then consumers are entitled to ask for a refund or price reduction.

iv. **Unfair terms in consumer contracts:** The Act makes it easier for consumers to challenge hidden fees and charges, as now the key terms of a contract, including price, may be assessed for fairness unless they're both prominent and transparent.[47]

The UK has a strong history of protecting consumer rights. UK consumers have relied on laws that protected purchasers of goods and services and outlawed unfair contract terms, before the EU acted in this area. Consumers in the UK benefit from a wide range of rights when buying goods and services from businesses based in the UK and in the EU. The UK has been influential in the EU in developing these rights. UK consumer protections that are based on EU law will be retained. This means that when buying from traders in the UK, UK consumers will be able to rely on the same rights they have now after they leave the EU.[48]

Consumers in the UK benefit from a wide range of rights when buying goods and services from businesses based in the UK and in the EU. The UK has been influential in the EU in developing these rights, and the UK's 2015 Consumer Rights Act builds on EU consumer law principles. For example, before making an online purchase of goods consumers in the UK (and the EU) must be given all the key information about the transaction and can cancel the contract and return the goods within 14 days, whether or not they are faulty. They are also protected against a wide range of prohibited, unfair, misleading and aggressive business practices, many of which are criminal offences and in relation to which a consumer may have a right of redress. Terms in goods and service contracts which are found to be unfair are invalid or 'non-binding'.[49]

Today, UK consumer law goes beyond EU minimum requirements in some key areas, like unfair terms and consumer sale of goods. For example, the right for UK consumers to reject goods which aren't of satisfactory quality - or otherwise don't conform to the contract within 30 days - and automatically get their money back is a UK-level protection (in other EU countries, a refund is only an option after repair or replacement has been tried).

47 Kennedys, op.cit at footnote 43.
48 European Union (Withdrawal Bill), *Factsheet 9: Consumer Protection, Department for Exiting the European Union*, <repeal-bill@dexeu.gov.uk> accessed 28 February, 2020.
49 *ibid.*

3. The United Kingdom Framework: Post-Brexit Consolidation

3.1 The Consumer Rights Act (CRA) 2015

The United Kingdom boasts one of the most comprehensive and streamlined consumer protection frameworks globally. The centerpiece of this framework is the Consumer Rights Act (CRA) 2015,[^9] which consolidated, clarified, and modernized decades of fragmented legislation, including the Sale of Goods Act 1979 and the Unfair Contract Terms Act (UCTA) 1977.

The CRA 2015 splits consumer contracts into distinct categories: goods, services, and digital content. By introducing the third tier, the UK became one of the first jurisdictions to explicitly regulate digital consumer goods. The statute mandates that goods must be of "satisfactory quality," "fit for a particular purpose," and "as described." [^10] It introduces a statutory tier of remedies, giving consumers a short-term right to reject defective goods within 30 days, followed by rights to repair or replacement.

3.2 Unfair Terms and Institutional Enforcement

Part 2 of the CRA 2015 regulates unfair terms in consumer contracts. A term is deemed unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations to the detriment of the consumer. The institutional framework is driven by the Competition and Markets Authority (CMA) and local Trading Standards authorities.

In *Director General of Fair Trading v First National Bank Plc*,[^11] the House of Lords interpreted the precursor to the CRA (the Unfair Terms in Consumer Contracts Regulations 1999). Lord Bingham noted that the requirement of "good faith" demands fair and open dealing, preventing suppliers from taking advantage of a consumer’s necessity or lack of experience. More recently, in *ParkingEye Ltd v Beavis*,[^12] the UK Supreme Court evaluated whether a parking charge contract term was unfair under consumer regulations. The Court held that while the charge was a disincentive, it did not violate the test of fairness as there was a legitimate interest in managing the car park, illustrating how courts balance commercial realities against absolute consumer immunity.

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4. Other Commonwealth Jurisdictions: The Australian Model

4.1 The Australian Consumer Law (ACL)

Australia provides an excellent comparative model for Commonwealth jurisdictions through its unified national regime. Enacted under Schedule 2 of the Competition and Consumer Act 2010 (Cth),[^13] the Australian Consumer Law (ACL) replaced 20 distinct state and federal consumer laws with a single, harmonious national code.

The ACL is renowned for its strict prohibitions on misleading or deceptive conduct,[^14] unconscionable conduct,[^15] and unfair contract terms.[^16] A core feature of the ACL is its statutory consumer guarantees. These guarantees cannot be excluded, restricted, or

modified by contract. If a product or service fails to meet a guarantee, consumers are entitled to a remedy ranging from refunds to compensation for consequential loss.

4.2 Judicial Application of the ACL

Australian courts have vigorously enforced the ACL's provisions against corporate giants. In *Australian Competition and Consumer Commission (ACCC) v TPG Internet Pty Ltd*,[^17] the High Court of Australia ruled on misleading advertisements, holding that corporate advertisements must not create a false dominant impression, even if the fine print contains accurate disclosures.

In the landmark case of *ACCC v Valve Corporation (No 3)*,[^18] the Federal Court of Australia held that foreign corporations operating online but supplying goods or services to Australian consumers are bound by the ACL. Valve Corporation (an American online gaming company) could not exclude statutory consumer guarantees through an American choice-of-law clause in its terms of service. This decision offers critical guidance to other Commonwealth states on protecting consumers in the cross-border digital economy.

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5. Institutional Friction: The Jurisdictional Boundaries of the FCCPC vs. Sector Regulators in Nigeria

5.1 The Statutory Paradox: Section 105 vs. Industry Legislation

The intersection of the FCCPA with industry-specific laws—such as the Nigerian Communications Act (NCA) 2003,[^19] the Banks and Other Financial Institutions Act (BOFIA) 2020,[^20] and the Electricity Act 2023[^21]—creates an immediate legislative conflict.

The FCCPA attempts to resolve this through Section 105, which establishes concurrent jurisdiction with sector-specific regulators in matters governing competition and consumer protection, while asserting that the provisions of the FCCPA shall prevail over industry-specific legislation in the event of any conflict.[^22]

However, subsequent legislative enactments have muddied these waters. For instance, Section 65 of BOFIA 2020 explicitly exempts certain banking operations and mergers from the scope of the FCCPA, granting the Central Bank of Nigeria (CBN) exclusive oversight. This creates a classic legislative paradox: a subsequent specific statute (BOFIA 2020) directly contradicting a prior general-supremacy statute (FCCPA 2018), triggering the canon of statutory interpretation *lex posterior derogat legi priori* (a later law repeals an earlier one).

5.2 Judicial Interpretations of Regulatory Supremacy

Nigerian courts have historically guarded the domains of specialized regulators, but the introduction of the FCCPA has forced a conceptual shift.

The Administrative Exhaustion Principle

In *Telecom Consumer Assistance Network v MTN Nigeria Communications Ltd*,[^23] the Federal High Court examined whether a consumer could bypass the internal dispute

resolution mechanisms of the Nigerian Communications Commission (NCC) to seek direct relief under consumer rights enforcement frameworks. The Court reaffirmed that where a specialized regulator provides a mandatory dispute pipeline, consumers must first exhaust those administrative remedies before approaching courts or generalist tribunals.

Scope of the Federal High Court vs. The FCCP Tribunal

A recurring constitutional battleground centers on Section 251(1)(r) of the 1999 Constitution (as amended), which vests exclusive jurisdiction in the Federal High Court over matters involving the administration or control of the Federal Government or any of its agencies.

In *Federal Competition and Consumer Protection Commission v Standard Chartered Bank Nigeria Ltd*,[^24] the Court of Appeal clarified that while the FCCPC has broad powers to investigate consumer complaints within the banking sector, it cannot unilaterally usurp the prudential and regulatory authority vested in the CBN. The Court emphasized that consumer protection measures must not destabilize systemic monetary policies uniquely managed by the apex bank.

5.3 Case Studies in Jurisdictional Overlap

A. Telecommunications: FCCPC vs. NCC

- **The Overlap:** A consumer experiences unprompted airtime deductions or deceptive data billing practices.
- **The Friction:** The NCA 2003 empowers the NCC to regulate tariffs, quality of service, and consumer codes for telecommunication operators. Simultaneously, Part XV of the FCCPA grants consumers the right to quality service and accurate billing, empowering the FCCPC to sanction operators.
- **The Reality:** This duplication often results in regulatory forum shopping, where telecom firms challenge FCCPC enforcement actions by claiming that consumer billing falls under the exclusive technical purview of the NCC.

B. Financial Services: FCCPC vs. CBN

- **The Overlap:** Excess, unapproved banking charges levied on a retail bank customer.
- **The Friction:** The CBN’s Consumer Protection Department enforces the Guide to Charges by Banks, Other Financial Institutions, and Non-Bank Financial Institutions. However, the FCCPC possesses a statutory mandate to penalize unconscionable commercial terms across all sectors.
- **The Reality:** The enactment of BOFIA 2020 severely restricted the FCCPC's regulatory incursion into banking mergers and core financial operations, leaving retail consumer protection in banking largely dependent on the willingness of the CBN to act as an enforcement agent rather than an industry protector.

5.4 Resolving the Impasse: The Mechanism of Section 105(4)

Recognizing that constant jurisdictional litigation weakens consumer confidence, Section 105(4) of the FCCPA mandates that the FCCPC and sector-specific regulators must negotiate and execute Memorandums of Understanding (MoUs) to coordinate their concurrent enforcement actions. An effective framework under these MoUs divides institutional roles based on a Technical vs. Behavioral dichotomy:

1. **Sector Regulators (Technical Oversight):** Industry bodies maintain exclusive control over technical standards, licensing, pricing tariffs, and prudential ratios (e.g., the Nigerian Electricity Regulatory Commission regulating grid-metering calibration).
2. **The FCCPC (Behavioral Oversight):** The Commission retains primary jurisdiction over market behavior, including misleading advertisements, price-fixing cartels, unconscionable liability waivers, and anti-competitive mergers.

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6. Comparative Analysis: Matrix of Legal Frameworks

Country	Primary Legislation	Regulatory Bodies	Enforcement Architecture	Treatment of Digital Content
Nigeria	Federal Competition and Consumer Protection Act (FCCPA) 2018	FCCPC, Sector Regulators (CBN, NAFDAC, NCC)	Administrative Commissions, FCCP Tribunal, Federal High Court	Broadly implied, but lacks explicit detailed provisions
United Kingdom	Consumer Rights Act (CRA) 2015	Competition and Markets Authority (CMA), Trading Standards	Civil and Criminal Courts, Ombudsmen schemes	Explicitly regulated under statutory provisions with distinct remedies
Australia	Australian Consumer Law (ACL) 2010	Australian Competition and Consumer Commission (ACCC), State Fair Trading	Federal Court of Australia, State Tribunals	Fully integrated under statutory consumer guarantees

6.1 Convergence and Divergence

- **Convergence:** All three jurisdictions have transitioned from the common law regime of *caveat emptor* to specialized statutory intervention. Each country utilizes a mix of administrative tribunals and traditional courts to resolve disputes.
- **Divergence in Structure:** Australia has achieved a seamless federal-state integration through the ACL. The UK consolidated its regime into a clear, consumer-centric code (CRA 2015). Nigeria, while making strides with the FCCPA, still faces institutional

friction due to overlapping jurisdictions between the FCCPC and traditional sector-specific regulators like the CBN and the NCC.

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7. Critical Evaluation of Enforcement Challenges in Nigeria

While the FCCPA 2018 represents a quantum leap forward for Nigerian consumer jurisprudence, substantial hurdles impede its enforcement efficiency:

1. **Jurisdictional Conflicts:** Section 105 of the FCCPA establishes the supremacy of the FCCPC over competition and consumer matters. However, concurrent powers held by bodies like the NCC or CBN create regulatory friction, leading to delays in consumer redress.
2. **Access to Justice and Cost:** Although the FCCPT provides an alternative dispute resolution mechanism, the vast majority of impoverished Nigerian consumers cannot afford the financial or opportunity costs of litigation.
3. **Pervasiveness of the Informal Sector:** A massive segment of Nigerian retail commerce occurs within informal, unstructured markets. Statutory protections under the FCCPA rarely penetrate open-air markets or informal digital transactions (e.g., social media vendors).
4. **Lack of Digital Infrastructure:** Unlike the UK CRA 2015, the FCCPA does not sufficiently delineate specific statutory remedies tailored to e-commerce, algorithmic pricing, or virtual software assets.

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8. Conclusion and Recommendations

1.7.0: Conclusion:

Government has recorded some remarkable achievements, by enacting various laws and formulating policies to regulate, protect and preserve consumer rights. For consumers to be protected well in Nigeria, there is need for the laws to be amended to meet up with new and current indices of the consumer protection, so grey areas in these laws should be amended. One purpose of the law is to solve the changing issues in the society. The new Federal Competition and Consumer protection Act which replaced the Consumer Protection Act that has been put in place in Nigeria has addressed more problems and it extends beyond just consumer protection issues, and covers all entities in Nigeria – whether they are engaged in commercial activities as bodies corporate, or as government agencies and bodies.

The UK Consumer Rights Act 2015 also has safeguards which they have put in place to address certain issues that would otherwise be overlooked such as Digital Content and Alternative Dispute Resolution.

It can be seen from the above that even though both countries have put in measures and safeguards to protect and safeguard the rights of the consumers, Nigeria can learn from the UK Consumer Rights Act by modifying some of their laws such as Online Consumer Protection. Safeguards can be put in place for online consumers, and also a refund policy system for faulty products, etc.

The legal framework for consumer protection across Nigeria, the UK, and Australia demonstrates that legislative intent must be matched by structural enforcement capacity. The UK offers a model for clear categorization, particularly regarding digital goods. Australia provides a template for eliminating jurisdictional fragmentation through a unified federal consumer code.

1.8.0: Recommendations:

To elevate its consumer protection framework to global Commonwealth standards, Nigeria should consider the following reforms:

Specialized Training

officers implementing these laws should be trained specially and monitored to see that the laws are being carried out, and government must increase their commitment towards consumers and ensure that the said laws are being carried out.

Curbing Corruption

Corruption has to be handled very well so our officers are not carried away by bribes and other incentives that might be offered to them just so they can turn a blind eye on consumer protection. Those charged with the implementation of consumer right protection laws and policies sometimes become very corrupt since they are cash strapped, to perform their jobs and/or subject to frequent changes to compensate political supporters who may not know anything as far as their appointments and positions are concerned.

Public Enlightenment Campaigns

The council should embark on intensive and sustained public enlightenment campaign with a view to creating awareness among the consumers in Nigeria. This will help by giving illiterates some

idea about what they ought to do. It will also open the eye of consumers to their rights so they can complain when they find themselves with fake and bad products.

- **Statutory Amendment for the Digital Economy:** The National Assembly should amend the FCCPA to introduce explicit chapters governing digital content, e-commerce platforms, and cross-border consumer transactions, mirroring the UK CRA 2015.
- **Inter-Agency Memorandums of Understanding (MoUs):** The FCCPC must actively execute binding MoUs with sector regulators (CBN, NCC, NAFDAC) to clarify jurisdictional boundaries and streamline consumer complaint pipelines.
- **Empowering Small Claims Courts:** States within the Nigerian federation should expand the jurisdiction of Magisterial Small Claims Courts to handle low-value consumer disputes swiftly, reducing the burden on the FCCPT and High Courts.
- **Public Awareness Campaigns:** The FCCPC must expand grassroots sensitization campaigns beyond formal channels to educate consumers within informal sectors on their rights and available statutory remedies.

Footnotes (Citations & References Format)

[^1]: National Agency for Food and Drug Administration and Control Act Cap N1 Laws of the Federation of Nigeria (LFN) 2004.
[^2]: Standards Organisation of Nigeria Act No 14 of 2015.
[^3]: Consumer Protection Council Act Cap C25 LFN 2004 (Repealed).
[^4]: Federal Competition and Consumer Protection Act 2018.
[^5]: *Donoghue v Stevenson* [1932] AC 562 (HL).
[^6]: *Osemobor v Niger Biscuit Co Ltd* (1973) 7 NCLR 382.
[^7]: *Guinness (Nigeria) Ltd v Nwoke* (2000) 15 NWLR (Pt 689) 135 (CA).
[^8]: *Afribank Nigeria Plc v Shanu* (2001) 16 NWLR (Pt 738) 231 (SC).
[^9]: Consumer Rights Act 2015 (UK) c 15.
[^10]: Consumer Rights Act 2015 (UK) ss 9–11.
[^11]: *Director General of Fair Trading v First National Bank Plc* [2001] UKHL 52, [2002] 1 AC 481.
[^12]: *ParkingEye Ltd v Beavis* [2015] UKSC 67, [2016] AC 1172.
[^13]: Competition and Consumer Act 2010 (Cth) sch 2 ('Australian Consumer Law').
[^14]: Australian Consumer Law s 18.
[^15]: Australian Consumer Law ss 20–22.
[^16]: Australian Consumer Law pt 2-3.
[^17]: *Australian Competition and Consumer Commission v TPG Internet Pty Ltd* [2013] HCA 54, (2013) 250 CLR 640.

[^18]: *Australian Competition and Consumer Commission v Valve Corporation (No 3)* [2016] FCA 196, (2016) 337 ALR 647.
[^19]: Nigerian Communications Act Cap N97 LFN 2004.
[^20]: Banks and Other Financial Institutions Act No 5 of 2020.
[^21]: Electricity Act No 9 of 2023.
[^22]: Federal Competition and Consumer Protection Act 2018, s 105(2).
[^23]: *Telecom Consumer Assistance Network v MTN Nigeria Communications Ltd* (Unreported, Suit No FHC/L/CS/1345/2019, judgment delivered 22 October 2020).
[^24]: *Federal Competition and Consumer Protection Commission v Standard Chartered Bank Nigeria Ltd* (2023) LPELR-60122(CA).

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