

**IN THE MATTER BEFORE THE BOARD  
OF THE COMPETITION AND CONSUMER  
PROTECTION COMMISSION**

**BETWEEN**

**Ms. Chanda Mwila**

**COMPLAINANT**

**AND**

**Ukwenda Travel Zambia**

**RESPONDENT**

**BEFORE:**

**Commissioner Stanford Mtamira**

**- Chairperson**

**Commissioner Angela Kafunda**

**- Member**

**Commissioner Emmanuel M. Mwanakatwe**

**- Member**

**Commissioner Sikambala M. Musune**

**- Member**

**Commissioner Derrick Sikombe**

**- Member**

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**DECISION**

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Below is a summary of the facts and findings presented by the Commission to the Board of the Commission following investigations carried out in the above case.

**Introduction and Relevant Background**

***It was submitted that:***

1. On 16<sup>th</sup> February 2023, the Competition and Consumer Protection Commission (“the Commission”) received a complaint from Ms. Chanda Mwila (“the Complainant”) against Ukwenda Travel Zambia (“the Respondent”). Specifically, the Complainant alleged that on 6<sup>th</sup> July 2022, she booked a holiday package with the Respondent to travel to Dubai with her family in December 2022. The Complainant alleged that she paid an amount of USD3,700.00 for a family of four (4) for 12 nights stay in Dubai. The Complainant alleged that the package included meals (breakfast), half day Dubai city tour, Marina show cruise with dinner, Desert safari with BBQ dinner, Burj Khalifa 124<sup>th</sup> floor (non-prime hours), all tours on private basis, return airport transfer on private basis.

2. The Complainant alleged that the activities were not delivered as quoted. The Complainant alleged that apart from the Dessert Safari Dune bashing and the Marina show cruise dinner, the other activities such as the visit to the Burj Khalifa and the Dubai city tour were not delivered. The Complainant alleged that the visit to the Dubai Frame was turned into a drive by as opposed to entering the place as the entrance tickets into the Dubai Frame were not given to her. The Complainant alleged that she paid for private pick up and drop off for the entire stay in Dubai, however, during the pickup to the Burj Khalifa on 28<sup>th</sup> December 2022, she and her family were put in shared transport with another family. The Complainant alleged that she raised a complaint with the Respondent and the tour coordinator but to no avail. The Complainant alleged that she complained to the Respondent and the Respondent informed her that the Dubai tour guide was to blame. The Complainant alleged that she requested for the name of the Respondent's agent in Dubai so she could take up the matter with the Dubai authorities but the Respondent refused to disclose the name. The Complainant was therefore demanding for a refund for the undelivered services as she had to engage another local tour guide while in Dubai.

### **Legal Contravention and Assessment Tests**

#### **Legal Contravention**

##### ***It was submitted that:***

3. The alleged conduct appeared to have contravened Section 45(a) as read together with Section 46(1) and Section 49(5) of the Competition and Consumer Protection Act, No. 24 of 2010 ("the Act").

4. Section 46(1) of the Act states that:

*"A person or an enterprise shall not practice any unfair trading."*

5. Section 46(2) of the Act states that:

*"A person who or an enterprise which contravenes subsection (1) is liable to pay the Commission a fine not exceeding ten percent of that person's or enterprise's annual turnover or one hundred and fifty thousand penalty units, whichever is higher."*

6. Section 45(a) of the Act states that:

*"A trading practice is unfair if it misleads consumers and thereby distorts, or is likely to distort, the purchasing decisions of consumers."*

7. Section 49(5) of the Act states that: “A person or an enterprise shall supply a service to a consumer with reasonable care and skill or within a reasonable time or, if a specific time was agreed, within a reasonable period around the agreed time.”
8. Section 49(6) of the Act states that: “A person who, or an enterprise which, contravenes subsection (5) is liable to pay the Commission a fine not exceeding ten percent of that person’s or enterprise’ annual turnover.”
9. Section 49(7) of the Act states that: “In addition to the penalty stipulated under subsection (6), the person or the enterprise shall – (a) within seven days of the provision of the service concerned, refund to the consumer the price paid for the service; or if practicable and if the consumer so chooses, perform the service again to a reasonable standard.”

**The following assessment tests are with regard to Section 45(a) as read together with Section 46(1) of the Act;**

***It was submitted that:***

10. Whether Ukwenda Travel Zambia was a “Person” or an “Enterprise”.
11. Whether there was a trading practice.
12. Whether the trading practice misled the consumer thereby distorting the Consumer’s purchasing decision.

**The following assessment tests are with regard to Section 49(5) of the Act;**

***It was submitted that:***

13. Whether “Ukwenda Travel Zambia” was a “Person” or “enterprise”;
14. Whether “Ukwenda Travel Zambia” supplied a particular service to a consumer; and
15. Whether “Ukwenda Travel Zambia” supplied a service to the Complainant with reasonable care and skill exercised in the said supply; or within a reasonable time or; if a specific time was agreed, within a reasonable period around the agreed time.

**Investigations Conducted**

***It was submitted that:***

16. The Commission duly served the Notice of Investigation (NoI) and its accompanying letter on the Respondent on 21<sup>st</sup> March 2023. The Commission had a telephone conversation with the Respondent on 30<sup>th</sup> May 2023 to

request for the actual prices for each of the activities which were alleged not to have been provided by them to the Complainant and to follow up on their response to the NoI, but to no avail.

## Findings

### The Parties

#### The Complainant

##### *It was submitted that:*

17. The Complainant was Ms. Chanda Mwila, holder of National Registration Card number 6XXXXX/XX/1, whose contact number is 09778 XXXXX0 and is a resident of Ibex Hill, Lusaka.<sup>1</sup> Section 2 of the Act defines a consumer as, “*any person who purchases or offers to purchase goods or services otherwise than for the purpose of re-sale, but does not include a person who purchases goods or services for the purpose of using the goods or services in the production and manufacture of any other goods for sale, or the provision of another service for remuneration*”<sup>2</sup>. Therefore, the Complainant is a consumer as envisaged under the Act as she had paid USD3,700.00 for a 12-day holiday package to Dubai as evidenced by receipt no. 3991 dated 6<sup>th</sup> July 2022.<sup>3</sup>

#### The Respondent

##### *It was submitted that:*

18. The Respondent was Ukwenda Travel Zambia, Plot No 2374, Presidential Park, Kelvin Siwale Road with contact numbers +260 211 XXXXXX/095XXXXXX. According to Section 2 of the Act, an “enterprise” means, “*a firm, partnership, joint-venture, corporation, company, association and other juridical persons, which engage in commercial activities, and includes their branches, subsidiaries, affiliates or other entities, directly or indirectly, controlled by them.*” In view of the above definition, the Respondent was an enterprise as envisaged under the Act as it is registered with the Patents and Companies Registration Agency (PACRA) as a company with Registration No. 120080074286 and is engaged in the provision of travel, accommodation and other holiday entertainment activities.

#### Submissions from the Respondent

##### *It was submitted that:*

19. There were no submissions received from the Respondent despite the Notice of Investigation having been served on them on 23<sup>rd</sup> March, 2023. Non-

<sup>1</sup> CCPC Form IV dated 21<sup>st</sup> September 2022

<sup>2</sup> Competition and Consumer Protection Act No. 24 of 2010

<sup>3</sup> Invoice number 3991 dated 6<sup>th</sup> July 2022

response to the Notice of Investigation constitutes a violation of Section 55(4)(a) and Section 55(5) of the Act.

20. Section 55(4)(a) of the Act reads, *“For the purpose of an investigation under this section, the Commission may, by notice in writing served on any person, require that person to furnish to the Commission, in a statement signed by that person or, in the case of a body corporate, by a director or member or other competent officer, employee or agent of the body corporate, within the time and in the manner specified in the notice, any information pertaining to any matter specified in the notice which the Commission considers relevant to the investigation.”*
21. Section 55(5) of the Act reads, *“A person who, or an enterprise which, contravenes subsection (4) commits an offence and is liable, upon conviction, to a fine not exceeding one hundred thousand penalty units or to imprisonment for a period not exceeding one year, or to both.”*

#### **Further Submissions from the Complainant<sup>4</sup>**

##### ***It was submitted that:***

22. On 29<sup>th</sup> March 2023, the Complainant submitted via text message to the Commission that the Respondent’s agents in Dubai had been in touch with her to confirm her complaint. The Complainant submitted that she went through the tour package with the Respondent’s agent and advised them on the activities which were not provided. The Complainant submitted that she had since spoken to three (3) different people who had contacted her over the same matter and she had to explain the issue over again. The Complainant submitted that the Respondent’s agents had not made any offers to refund her. The Complainant submitted that the Respondent informed her that their agents in Dubai had insisted on speaking to her directly and not through them.

#### **Review of the Receipt Issued to the Complainant**

##### ***It was submitted that:***

23. A review of receipt number 3991 dated 6<sup>th</sup> July 2022, issued to the Complainant revealed that the Complainant had paid an amount of USD3,700.00 for accommodation in Dubai for a family of 4 at Rove City Centre Hotel.

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<sup>4</sup> Text message from the Complainant dated 29<sup>th</sup> March, 2023

## **Review of Complainant's Itinerary for Dubai Tour**

### ***It was submitted that:***

24. A review of the Complainant's itinerary for Dubai tour attached to the receipt revealed that on 26<sup>th</sup> December 2022, there was a scheduled airport pick up and hotel drop off ride in a clean and comfortable vehicle. On the same date at 18:30 hours, there was a scheduled private pick up from the hotel to 90 minutes of cruising in Dubai Marina, Yacht Club and Marina Towers, international 4-star buffet dinner with veg and non-veg dishes, access to open air upper deck and fully airconditioned lower deck and hotel drop off thereafter.
25. It was revealed that on 27<sup>th</sup> December 2022, there was a scheduled Dubai city private pick up at 09:00hours to the Dubai Museum, Jumeirah Mosque, Jumeirah Beach, Burj al Arab, the Palm Island, Atlantis Hotel, Mall of Emirates, Dubai Mall, Burj Khalifa, Frame Entrance tickets and drop off at hotel thereafter. On the same date, there was a scheduled private pick up from the hotel to the desert Safari with BBQ dinner at 14:30 hours which included dune bashing in a 4x4 vehicle by an expert driver up to 20-25 minutes, sunset photographic opportunity, sand board and quad bike available for 20 minutes and drop off back to the hotel thereafter.
26. On 28<sup>th</sup> December 2022, there was a scheduled hotel pick up to the Burj Khalifa 124<sup>th</sup> floor at 16:00 hours and drop off at the hotel thereafter. On 3<sup>rd</sup> January 2023, there was a scheduled private pick up from the hotel to the airport.

## **Submissions to the Report**

### ***It was submitted that:***

27. After the approval of the preliminary report, it was duly served on the Respondent and the Complainant on 1<sup>st</sup> November 2023 and 15<sup>th</sup> November 2023, for them to make submissions to the report, if any. The Complainant made submissions to the preliminary report whilst there were no submissions to the report from the Respondent.

## **Submissions from the Complainant**

### ***It was submitted that:***

28. In a letter dated 19<sup>th</sup> November 2023, the Complainant submitted that she wished to acknowledge receipt of the Commission's letter dated 31<sup>st</sup> October 2023 and delivered to her email address on 15<sup>th</sup> November 2023.
29. The Complainant submitted that she hereby concurred with the contents of the Report and wished to thank the Commission for considering her case.

**Relevant Findings**

***It was submitted that:***

- 30. The Commission established that on 6<sup>th</sup> July 2022, the Complainant paid an amount of USD3,700.00 to the Respondent for accommodation in Dubai for a family of 4 at Rove City Centre Hotel.
- 31. The Commission established that the package included accommodation and meals (breakfast), half day Dubai city tour, Marina show cruise with dinner, Desert safari with BBQ dinner, Burj Khalifa 124<sup>th</sup> floor (non-prime hours), all tours on private basis, return airport transfer on private basis.
- 32. The Commission established that apart from the Desert Safari Dune bashing and the Marina show cruise dinner, the other activities such as the visit to the Burj Khalifa and the Dubai city tour were not delivered as highlighted in the table below:

<b><i>Activities Provided</i></b>	<b><i>Activities Not provided</i></b>
<i>Desert Safari with BBQ dinner which included dune bashing in 4x4 by an expert driver up to 20-25minutes, sunset photographic opportunity, sand board and quad bike available for 20 minutes and drop off back to the hotel thereafter.</i>	<i>Dubai city tour to the Dubai Museum, Jumeirah Mosque, Jumeirah Beach, Burj al Arab, the Palm Island, Atlantis Hotel, Mall of Emirates, Dubai Mall, Burj Khalifa, Frame Entrance tickets and drop off at hotel thereafter</i>
<i>Marina Show Cruise with Dinner with 90 minutes of cruising in Dubai Marina, Yacht Club and Marina Towers, international 4-star buffet dinner with veg and non-veg dishes, access to open air upper deck and fully air-conditioned lower deck and hotel drop off thereafter</i>	<i>Hotel pick up to the Burj Khalifa 124th floor at 16:00hours and drop off at the hotel thereafter.</i>

- 33. The Commission further established that the visit to the Dubai Frame was turned into a drive-by as opposed to entering the place as the entrance tickets into the Dubai Frame were not available. The Commission also found that despite the Complainant having paid for private pick up and drop off for the entire stay in Dubai, during the pick up to the Burj Khalifa on 28<sup>th</sup> December 2022, she and her family were put in shared transport with another family.

34. The Commission established that the Complainant raised a complaint with the Respondent and the tour coordinator but to no avail.

### **Previous Cases involving the Respondent**

#### ***It was submitted that:***

35. A review of the Respondent's case file revealed that there was no previous case against the Respondent in which they were found to have breached Section 45(a) as read together with Section 46(1) and Section 49(5) of the Act.

### **Analysis of Conduct**

**In analysing the case for possible violation of Section 45(a) as read together with Section 46(1) of the Act, the following assessment tests were used;**

**Whether Ukwenda Travel Zambia was a "Person" or an "Enterprise".**

#### ***It was submitted that:***

36. The Respondent was an enterprise. Refer to paragraph 18 of this report.

**Whether there was a trading practice**

#### ***It was submitted that:***

37. Trading practice is defined as, "*a customary way of doing business; especially a method of using specifications for size, thickness, shape or quality adopted within a given industry.*"<sup>5</sup> The Commission found that the Respondent offered travel, accommodation and other holiday entertainment activities to the Complainant at a cost of USD3,700.00, hence there was a trading practice (see annexure 1).

**Whether the trading practice misled the consumer thereby distorting the Consumer's purchasing decision.**

#### ***It was submitted that:***

38. A conduct is misleading or deceptive *if the facts or statements are mis-stated, distorted, augmented, omitted, and arranged in such a manner as to obscure and conceal material aspects of an item*<sup>6</sup>. This definition simply means to give a wrong impression or idea.
39. In the case at hand the Commission established that the Complainant had paid an amount of USD3,700.00 to the Respondent for a 12day holiday

<sup>5</sup> Black's law Dictionary, 8<sup>th</sup> Edition, p1534

<sup>6</sup> Barrons Accounting Dictionary (<http://www.answers.com/topic/msleading>)



package to Dubai. The Commission established that as per the itinerary issued to the Complainant by the Respondent the tour package included meals (breakfast), half day Dubai city tour, Marina show cruise with dinner, Desert safari with BBQ dinner, Burj Khalifa 124<sup>th</sup> floor (non-prime hours), all tours on private basis, return airport transfer on private basis. The Commission established that apart from the Desert Safari Dune bashing and the Marina show cruise dinner, the other activities such as the visit to the Burj Khalifa and the Dubai city tour were not delivered by the Respondent as highlighted in the table below:

<b>Activities Provided</b>	<b>Activities Not provided</b>
<i>Dessert Safari with BBQ dinner which included dune bashing in 4x4 by an expert driver up to 20-25minutes, sunset photographic opportunity, sand board and quad bike available for 20 minutes and drop off back to the hotel thereafter.</i>	<i>Dubai city tour to the Dubai Museum, Jumeirah Mosque, Jumeirah Beach, Burj al Arab, the Palm Island, Atlantis Hotel, Mall of Emirates, Dubai Mall, Burj Khalifa, Dubai Frame Entrance tickets and drop off at hotel thereafter</i>
<i>Marina Show Cruise with Dinner with 90 minutes of cruising in Dubai Marina, Yacht Club and Marina Towers, international 4-star buffet dinner with veg and non-veg dishes, access to open air upper deck and fully air-conditioned lower deck and hotel drop off thereafter</i>	<i>Hotel pick up to the Burj Khalifa 124th floor at 16:00hours and drop off at the hotel thereafter.</i>

40. The Commission further established that the visit to the Dubai Frame was turned into a drive by as the entrance tickets into the Dubai Frame were not given to her. The Commission also found that despite the Complainant having paid for private pick up and drop off for the entire stay in Dubai, during the pick up to the Burj Khalifa on 28<sup>th</sup> December 2022, she and her family were put in shared transport with another family. The Commission found that the Respondent misled the Complainant into believing that all the activities as indicated on the itinerary they issued to her would be provided during her holiday stay in Dubai upon which she proceeded to purchase the holiday package. However, the Respondent did not provide the activities as indicated on the itinerary and hence violated Section 45(a) as read together with Section 46(1) of the Act.

**In analysing the case for possible violation of Section 49(5) of the Act, the following assessment tests were used:**

**Whether “Ukwenda Travel Zambia” was a “Person” or an “enterprise”;**

***It was submitted that:***

41. The Respondent was an enterprise. Refer to paragraph 18 of the report.

**Whether “Ukwenda Travel Zambia” supplied a particular service to a consumer; and**

***It was submitted that:***

42. The Act defines “Services” to include the carrying out and performance on a commercial basis of any engagement, whether professional or not other than the supply of goods, but does not include the rendering of any services under a contract of employment<sup>7</sup>. In line with the definition, the Complainant paid an amount of USD3,700.00 to the Respondent for a 12-day Dubai holiday package as evidenced by receipt number 3991 dated 6<sup>th</sup> July 2022.

43. **Whether “Ukwenda Travel Zambia” supplied a service to the Complainant with reasonable care and skill exercised in the said supply; or within a reasonable time or; if a specific time was agreed, within a reasonable period around the agreed time.**

***It was submitted that:***

44. According to Black’s law dictionary<sup>8</sup>, reasonable care means, “*having precaution or diligence as may fairly and properly be expected or required, having regard to the nature of action, or of the subject matter, and the circumstances surrounding the transactions*”. On the other hand, reasonable skill is defined as “*such skill as ordinarily possessed and exercised by persons of common capacity, engaged in the same business or employment*”.

45. The Essential Law Dictionary defines “Reasonable Time” as “*a fair and appropriate amount of time to do something under given circumstances*”.

46. In the case under review, the Commission established that the Complainant paid an amount of USD3,700.00 to the Respondent for a 12-day holiday package to Dubai. The Commission established that as per the itinerary issued to the Complainant by the Respondent the tour package included meals (breakfast), half day Dubai city tour, Marina show cruise with dinner, Desert safari with BBQ dinner, Burj Khalifa 124th floor (non-prime hours), all

<sup>7</sup> Competition and Consumer Protection Act No. 24 of 2010

<sup>8</sup> Black Laws Dictionary, 4<sup>th</sup> Edition, 1968

tours on private basis, return airport transfer on private basis. The Commission established that apart from the Dessert Safari Dune bashing and the Marina show cruise dinner, the other activities such as the visit to the Burj Khalifa and the Dubai city tour were not provided by the Respondent. The Commission further established that the visit to the Dubai Frame was turned into a drive by as the entrance tickets into the Dubai Frame were not given to her. The Commission also found that despite the Complainant having paid for private pick up and drop off for the entire stay in Dubai, during the pick up to the Burj Khalifa on 28<sup>th</sup> December 2022, she and her family were put in shared transport with another family.

47. The Commission established that the Respondent did not exercise reasonable care and skill as they failed to provide the service to the Complainant in accordance with the tour package itinerary they issued to the Complainant. Therefore, the Commission established that the Respondent violated Section 49(5) of the Act.

**Whether the Respondent furnished the Commission, in a statement signed by that person or, in the case of a body corporate, by a director or member or other competent officer, employee or agent of the body corporate, within the time and in the manner specified in the notice, any information pertaining to any matter specified in the notice which the Commission considers relevant to the investigation.**

***It was submitted that:***

48. A NoI was served on the Respondent on 23<sup>rd</sup> March 2023. However, the Respondent did not avail the Commission with any response.
49. The Competition and Consumer Protection Tribunal ruling in the case of **MTN Zambia Limited Vs the Competition and Consumer Protection Commission (2013)** held that: *“the Appellants’ failure to respond to the Notice of Investigation issued by the Commission was a serious dereliction of duty on the part of the Appellant and could be construed to mean a lack of defense on their part. The Tribunal cited **Order 18 rule 13 of the Rules of the Supreme Court (White Book)** 1999 Edition which provides that;*

***“Any allegation of fact made by a party in his pleading is deemed to be admitted by the opposite party unless it is traversed by that party in his pleading or a joinder of issue under rule 14 operates as a denial of it”.***

50. In light of this cited case, the Respondent’s failure to respond to the NoI issued by the Commission amounts to a serious dereliction of duty on the part of the Respondent and the Commission has construed it to mean a lack of defense on the part of the Respondent.

### **Board Deliberation**

51. Having considered the facts, evidence and submissions in this case, the Board resolves that the Respondent engaged in unfair trading practices, hence was in violation of Section 45(a) as read together with Section 46(1) and Section 49(5) of the Act.

### **Board Determination**

52. The facts and evidence of this case have shown that the Respondent engaged in unfair trading practices, hence was in violation of Section 45(a) as read together with Section 46(1) of the Act as they misled the Complainant and Section 49(5) of the Act as they did not provide a service with the reasonable care and skill.

### **Board Directives**

53. The Board hereby directs that:
- i. The Respondent is fined 0.5% of their annual turnover for violation of Section 45(a) as read together with Section 46(1) of the Act in accordance with Section 46(2) of the Act and the applicable cap in line with the Guidelines for Administration of Fines, 2019 (*See Annex 2 for details*).
  - ii. The Respondent is fined 0.5% of their annual turnover for violation of Section 49(5) of the Act in accordance with Section 49(6) of the Act and the applicable cap in line with the Guidelines for Administration of Fines, 2019 (*See Annex 2 for details*).
  - iii. The Respondent refunds the Complainant for the Burj Khalifa, the Dubai city tour and the visit to the Dubai Frame being the activities which were not provided by the Respondent within ten (10) days of receipt of the Board Decision in accordance with Section 5(d) of the Act.
  - iv. The Respondent submits their annual books of accounts for the year 2022 to the Commission for calculation of the actual fine within thirty (30) days of receipt of the Board Decision in accordance with Section 5(d) of the Act.

*Note: Any party aggrieved with this order or directive may, within thirty (30) days of receiving the order to direction, appeal to the Competition and Consumer Protection Tribunal.*

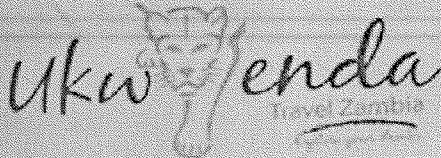
Dated this 6<sup>th</sup> February 2024



**Chairperson**

**Competition and Consumer Protection Commission**

**Annexure 1**

 **RECEIPT**  
No. 3991

Ms Chanda Mwila	06-07-22	\$ 3700

MODE OF PAYMENT: CASH  CHEQUE  CREDIT CARD

AMOUNT IN WORDS: Three Thousand Seven Hundred Dollars  
for Accommodation in Dubai Family of Four (4)  
Rose City Center

REFERENCE: 13144

RECEIVED BY: *[Signature]*

Plot No. 2374, Presidential Park, Kevin Siwale Road, Cell: +260 953 775 536, Tel: +260 211 259 031



Welcome to the best tourist destination of the Middle East. Dubai - located in the United Arab Emirates, is the city of wonders. It is the city having some of the best architectural places, malls, buildings and hotels in the world. So just sit back and enjoy your visit to Dubai with - Your Best Travel Partner."

**Itinerary for Dubai Tours:**

Name	MR. WAPABETI/JOSEPH
No. of Pax	04 Adults
Hotel	Rove City Center

26<sup>th</sup> Dec -2022 -Dubai Airport pick up (EK714) on PVT

- Pickup Location: - Starbucks
- Airport Pick up
- Ride in a clean comfortable vehicle
- Hotel Drop off @ Abu Dhabi

✘ 26<sup>th</sup> Dec -2022 -Dhow Cruise Dinner @ Marina (Pick up time: 06:30 - 07:00 PM) on Pvt

- Pick up From Hotel
- 90 minutes of cruising in Dubai Marina, Yacht Club and Marina Towers
- International 4-Star buffet with Veg & Non Veg dishes. (If Standard Option Booked)
- Access to the open air upper deck and fully air conditioned lower deck
- Welcome drinks, water, tea and coffee available
- Soothing music in the background
- Toilet facilities for both men and women
- Hotel Drop off

27<sup>th</sup> Dec 2022 -Dubai City (Pick up time: 09:00 AM to 09:30 AM) on Pvt

- Hotel Pick Up
- Dubai Museum
- Jumeirah Mosque
- Jumeirah Beach
- Burj Al Arab
- The Palm Island
- Atlantis Hotel
- Mall of Emirates
- Dubai Mall
- Burj Khalifa
- Frame Entrance Tickets
- Drop at Hotel

✘ 27<sup>th</sup> Dec 2022 Desert Safari with BBQ Dinner with Sahara camp (Pick up time: 02:30 to 03:00 PM -PVT)

- > Pick up From Hotel
- > Dune bashing in 4x4 by an expert driver up to 20-25 minutes
- > Sunset photographic opportunity
- > Sand board and quad bike available(20 Min)
- > Drop back to Hotel

28<sup>th</sup> Dec 2022-Burj Khalifa 124<sup>th</sup> Floor off peak hours + (Pick up between 04:00 to 04:30 PM) on Pvt

- > Pick up From Hotel Lobby
- > Entrance ticket to 124<sup>th</sup> Floor off peak hours
- > Drop off at hotel

03<sup>rd</sup> Jan -2023(EK 713)DubaiAirport Drop Off) on PVT

- **Pickup Location:** - Hotel Lobby
- > Ride in a clean comfortable vehicle
- > Airport Drop off

Our follow up will be as below:

1. Our coordinator will do welcome call to your guest on arrival either at airport or in hotel.
2. 01<sup>st</sup> day call will go to guest and our coordinator will brief the itinerary details and timing.
3. If any pick up is late our coordinator will inform to guest in advance.
4. After pickup our coordinator will talk to guest and they will check guest are comfortable or they have any problem with driver.
5. Every day after tour in evening our coordinator will call to guest and will take feedback of the tour and will inform the same to our agents.
6. Every day after tour in evening our coordinator will brief to guest next day program with pick up time.
7. If guest is late our coordinator will inform India Branch.
8. Our coordinator will never miss any call of guest if they are busy on another call they will call back once call will over.
9. Last day we will take final feedback with guest and we will send that feedback details from starting till end of tour to our agent.

Important note for Guest:

1. You have to carry your original ID proof if you have Burj Khalifa tour.
2. You have to carry your original passport if you have yacht cruising tour.
3. You have to carry swimming costume for any water park like Aqua venture and lost chamber / wild wadi etc. tour from your end if you have this tour.
4. For Abu Dhabi tour (sheikh zayed mosque) you have to wear body cloaks or Abayas. (Transparent / shorts/ skirts/ sleeveless shirts / tight cloths / swim wear / beach wear are not allowed)



**Annex 2-Calculation of Fine**

The Calculation of the recommended fine was determined as follows-

- (a) **The Competition and Consumer Protection Commission's Guidelines for Administration of Fines 2019, sets a base of 0.5% for offences relating to Part VII of the Act with the following caps;**

Offence	Starting Fine	Maximum Fine in Kwacha
Unfair trading practice	0.5% of turnover	
False or misleading representation		<ul style="list-style-type: none"> <li>• K1,000 for turnover upto K50,000</li> </ul>
Price Display		<ul style="list-style-type: none"> <li>• K10,000 for turnover above K50,000 upto K250,000</li> </ul>
Supply of defective and unsuitable goods and services		<ul style="list-style-type: none"> <li>• K40,000 for turnover above 250,000 upto K500,000</li> </ul>
Section (49) except for Section 49(1)		<ul style="list-style-type: none"> <li>• K70,000 for turnover above K1,500,000</li> <li>• K150,000 for turnover above K1,500,000 upto K3,000,000</li> <li>• K200,000 for turnover above K3,000,000 upto K5,000,000</li> <li>• K500,000 for turnover above K5,000,000</li> </ul>
Display of Disclaimer	0.5% of turnover	K30,000

- (b) The Competition and Consumer Protection Act No. 24 of 2010: Guidelines for Administration of Fines 2019, further provides for additions as follows-

- (i) The starting point of a financial fine will be a fine of not less than 0.5% of annual turnover for first time offenders.
- (ii) (The starting point of a financial fine for a repeat offender will be the previous fine charged by the Commission.
- (iii) Thereafter, the Commission will be adding a 10% of the fine determined in step one above for each aggravating factor.

**(c) Whether the Respondent is a repeat offender under Section 45(a) as read together with Section 46(1) of the Act;**

The Commission's review of its records shows that the Respondent is a first-time offender of this Provision of the Act.

Therefore, the Commission has observed that the total fine sums up to 0.5% of annual turnover.

**(d) Whether the Respondent is a repeat offender under Section 49(5) of the Act);**

The Commission's review of its records shows that the Respondent is a first-time offender of this Provision of the Act.

Therefore, the Commission has observed that the total fine sums up to 0.5% of annual turnover.