

Charged More at the Till Than the Displayed Price? What Consumers Should Know

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INTRODUCTION

A discrepancy between the price displayed for an item and the price charged at the point of sale is not uncommon. The Consumer Protection Act 68 of 2008 (“CPA”) regulates the disclosure of the price of goods and provides protection to consumers where differing prices are presented.

WHICH PRICE APPLIES?

Section 23(6) of the CPA provides that, subject to the exceptions contained in the Act, a supplier may not require a consumer to pay a price for goods or services that is higher than the displayed price.

Where more than one price is displayed concurrently in respect of the same goods or services, section 23(6) (b) provides that the supplier may not require the consumer to pay more than the lower or lowest price displayed.

EXCEPTIONS TO THE DISPLAYED PRICE

There are, however, circumstances in which a supplier will not be bound by the displayed price.

In terms of section 23(9), where an “inadvertent and obvious error” has occurred in displaying a price, the supplier is not bound by the erroneous price after correcting the error and taking reasonable steps to inform affected consumers.

Furthermore, section 23(10) provides that a supplier is not bound by a displayed price where that price has been altered, defaced, covered, removed or obscured by an unauthorised person.

CONCLUSION

Accordingly, where the price charged at the till exceeds the displayed price, section 23 of the CPA generally prevents the supplier from requiring the consumer to pay more than the displayed price, subject to the statutory exceptions set out in the CPA.



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