

GUYANA

No. 31 of 1984

ORDER

Made Under

THE TRADE ACT

(Cap. 91:01)

IN EXERCISE OF THE POWERS CONFERRED UPON ME BY SECTIONS 5 AND 7 OF THE TRADE ACT, I HEREBY MAKE THE FOLLOWING ORDER:—

1. This Order may be cited as the Trade (Regulation of the ^{Citation.} Sale of Matches) Order 1984.

2. In this Order —

<sup>Inter-
pretation.</sup>

(a) "manufacturer" means a manufacturer of matches in Guyana;

(b) "matches" includes matches in a box or other package.

3. (1) Every manufacturer shall —

<sup>Manufac-
turer to sell
matches to
Guyana
Stores
Limited.</sup>

(a) sell forthwith to the Agencies Division, Guyana Store Limited the whole stock of the matches in his possession, or in the possession of any other person on his behalf, on the date on which this Order comes into operation;

(b) sell to Guyana Stores Limited all the matches manufactured by him on or after the date on which this Order comes into operation

(2) The sale of matches by a manufacturer under paragraph 1 (b) to the Agencies Division, Guyana Stores Limited shall be made at the intervals agreed to between the manufacturer and the Agencies Division, Guyana Stores Limited and, if the intervals cannot be agreed to between them, at the intervals determined by the Competent Authority and intimated to the manufacturer and the Agencies Division, Guyana Stores Limited.

(3) On and after the date on which this Order comes into operation a manufacturer shall not sell matches to any person other than the Agencies Division, Guyana Stores Limited.

Guyana
Stores
Limited may
take delivery
of matches.

4. (1) The General Manager of the Agencies Division, Guyana Stores Limited (hereinafter referred to as "the General Manager") or any other officer of the Agencies Division, Guyana Stores Limited authorised by the General Manager (hereinafter referred to as "the authorised officer") shall have power to enter and inspect any premises where, he has reason to believe, a manufacturer is or was engaged in the manufacture of matches or keeps matches and to take delivery of the matches found there.

(2) For the purposes of paragraph (1) the General Manager or the authorised officer may take the assistance of any other officer of the Agencies Division, Guyana Stores Limited or any member of the Police Force.

(3) No person shall obstruct or resist the General Manager, the authorised officer or any other officer of the Agencies Division, Guyana Stores Limited, or any member of the Police Force assisting any of them, in the exercise or performance of his functions under this clause.

Price to be
paid by
Guyana
Stores
Limited

5. (1) For the matches sold by a manufacturer to the Agencies Division, Guyana Stores Limited under clause 3 or taken delivery of by or on behalf of the Agencies Division, Guyana Stores Limited under clause 4, the Agencies Division, Guyana Stores Limited shall pay to the manufacturer, the price calculated in accordance with the maximum wholesale price fixed for matches under the Act.

(2) The sum payable by the Agencies Division, Guyana Stores Limited to a manufacturer under paragraph (1) in respect of matches sold to, or taken delivery of by or on behalf of, the Agencies Division, Guyana Stores Limited shall be paid within one week of the date on which the sale is effected or the delivery is taken, and if the sum

is not paid before the expiry of the aforesaid period of one week the Agencies Division, Guyana Stores Limited shall pay to the manufacturer also interest on that sum calculated at the rate of twelve per cent per annum..

Guyana Stores Limited to sell or cause to be sold matches to consumers

6. The Agencies Division, Guyana Stores Limited shall without undue delay sell to consumers through its own outlets or cause to be sold to consumers through other retailers the matches sold to it under clause 3 or taken delivery of by it under clause 4.

Duty of manufacturer to maintain documents, furnish information, etc.

7. (1) A manufacturer shall maintain and keep such books, accounts and other documents, relating to the manufacture or sale of matches by him, as the Competent Authority may direct him to maintain and keep, and produce to the Competent Authority or any person authorised in writing in that behalf by the Competent Authority all books, accounts or other documents relating to his trade or business if so requested by the Competent Authority.

(2) A manufacturer shall furnish to the Competent Authority or any person authorised in that behalf by the Competent Authority in writing such returns or information relating to the manufacture or sale of matches by him, as the Competent Authority may require the manufacturer to furnish and any return or information shall be furnished at such intervals as may be specified by the Competent Authority or when required by the Competent Authority.

(3) The documents to be maintained by a manufacturer under paragraph (1) and any return or information to be furnished by him under paragraph (1) shall, if any form is specified by the Competent Authority, be in that form.

8. (1) The Competent Authority, any person authorised in writing by the Competent Authority in that behalf, or any member of the Police Force duly authorised as aforesaid may enter and inspect any premises whatsoever for the purpose of ascertaining whether there has been any contravention of any provision of this Order.

Power of Competent Authority to inspect premises

(2) Without prejudice to the provisions of clause 7, every manufacturer shall produce to the Competent Authority, any person authorised in writing by the Competent Authority in that behalf, or any member of the Police Force duly authorised as aforesaid such books, accounts or other documents relating to the manufacture or sale or any other dealing in matches as the Competent Authority may require for the purpose of determining whether or not any provision of this Order has been breached.

Made this 11th day of June, 1984.

Carl B. Greenidge
 Minister of Finance and Economic Planning.