

Consumer Protection (Control of Sale of Imported Live Animals for Home Slaughter) Regulations 2010

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**THE CONSUMER PROTECTION
(PRICE AND SUPPLIES CONTROL) ACT**

**Regulations made by the Minister under section 35
of the Consumer Protection (Price and Supplies Control) Act**

1. These regulations may be cited as the **Consumer Protection (Control of Sale of Imported Live Animals for Home Slaughter) Regulations 2010**.

2. In these regulations –

"Division of Veterinary Services" means the Division of Veterinary Services of the Ministry responsible for the subject of agriculture;

"home slaughter" means the slaughter of a live animal on the occasion of the religious ceremony of –

(a) Eid-UI-Adha; or

(b) Akika;

"home slaughter authorisation" means an authorisation issued under regulation 4;

"live animal" means an imported animal listed in the First Schedule.

3. These regulations shall apply –

(a) to the Island of Mauritius only;

(b) to animals imported for home slaughter only.

4. (1) Every person who intends to buy a live animal for home slaughter shall make an application in writing to the Division of Veterinary Services for a home slaughter authorisation.
 - (2) On receipt of an application under paragraph (1), the Division of Veterinary Services may direct the applicant to furnish such additional information as it may be require.
 - (3) The Division of Veterinary Services may grant or refuse an application.
 - (4) Where the Division of Veterinary Services grants an application, it shall issue a home slaughter authorisation to the applicant, subject to such terms and conditions as it may determine.
5. (1) No person shall sell a live animal for home slaughter unless -
 - (a) the buyer holds a home slaughter authorisation; and
 - (b) he weighs the live animal in presence of the buyer or the latter's representative.
 - (2) The seller shall weigh the live animal using a weighing instrument which -
 - (a) is approved by the Division of Veterinary Services; and
 - (b) is duly assized in accordance with the Legal Metrology Act.
6. (1) Each sale of a live animal for home slaughter shall be made by the seller and the buyer in a sale agreement.
 - (2) The sale agreement referred to under paragraph (1) shall be made in duplicate and in the form set out in the Second Schedule.
7. Every person who contravenes any provision of these regulations shall commit an offence and shall, on conviction, be liable to a fine not exceeding 100,000 rupees and to imprisonment for a term not exceeding 3 years.

8. These regulations shall come into operation on 15 November 2010.

Made by the Minister on 15 November 2010.

FIRST SCHEDULE

[Regulation 2]

LIST OF LIVE ANIMALS

Cattle
Goat
Sheep

SECOND SCHEDULE

[Regulation 6]

**AGREEMENT FOR THE SALE OF LIVE ANIMALS FOR
HOME SLAUGHTER**

Sale Agreement made in duplicate this.....day oftwo
thousand and

Between

..... (hereinafter called the "seller") and

..... (hereinafter called the "buyer")

Whereby

(a) the seller agrees to sell and deliver to the buyer a live animal with the following particulars -

(i) Type of animal:

Cattle

Goat

Sheep

(Please tick as appropriate)

(ii) Country/Place of Origin:

(iii) Tag Number/Chip Number/Branding Mark:

(iv) Weight (kilograms):

(b) the buyer/the buyer's representative* confirms that -

(i) the purchase of the live animal is for home slaughter on the occasion of the religious ceremony of Eid-ul-Adha / Akika* to be held on

(ii) the buyer holds a home slaughter authorisation bearing number

(iii) the above-mentioned live animal was weighed in his presence;

and agrees to purchase the live animal for a total selling price of Rs

Signature of buyer/representative*:
.....

Signature of Seller:
.....

Date:

Date:

Name of buyer:
.....

Name of seller:
.....

Address of buyer:
.....
.....

Address of seller:
.....
.....

National Identity Card number:
.....

National Identity Card number
(where applicable):
.....

Telephone Number:
.....

Business Registration Number:
.....

Fax Number:
.....

Telephone Number:
.....

Fax Number:
.....

(* Delete as appropriate)
