



Registered at the
General Post Office for
transmission within
East Africa as a
Newspaper

The

Uganda Gazette

329



Published
by
Authority

Vol. CII No. 27

12th June, 2009

Price: Shs. 1500

CONTENTS	PAGE
Blue Tigers Security Services Ltd—Notice	329
The Electoral Commission—Notices	329
The Advocates Act—Notices	330
The Trademarks Act—Registration of Applications	330-333
Advertisements	333-334

SUPPLEMENTS

Bill

No. 3—The Kampala Capital City Bill, 2009.

Statutory Instrument

No. 28—The Local Governments (Mbarara Municipality) (Mairungi) Byelaws, 2009.

Acts

No. 2—The Trade Secrets Protection Act, 2009.

No. 3—The Hire Purchase Act, 2009.

General Notice No. 175 of 2009.

BLUE TIGERS SECURITY SERVICES LTD.

Plot 90B Nile Avenue (Magwa)

P.O. Box 494, Jinja-Uganda

Mob: 0782-573853/0755-406902/0774-540587/0752-648507

GAZETTING OF A COMPANY UNIFORM

PURSUANT to the provisions of regulation 15(2) of the Control of Private Security Organisations Regulations 1997 (Statutory Instrument No. 13) the general public is hereby notified that the duly recognised operational personnel of Blue Tigers Security Services Ltd shall exclusively don a uniform adequately described as below:

SHIRT:

- It is short sleeved with company name designed on both sides in an orange colour.
- It is made from its main original material of navy blue.
- It has two pocket flaps designed in orange colour.
- It has a logo of a tiger head on the left side of the shirt designed in blue, orange and white colour.
- It has eight (8) buttons in navy blue colour.
- It has 2 big shoulder uprent.
- It has an orange collar.

TROUSER:

- It is made of the original colour navy blue.
- It has 2 side pockets designed in navy blue colour.
- It has 1 back pocket on the right side of the trouser.
- It has side lined orange colour on both sides of right and left of the trouser.
- It has 5 big belt loops.

CAPS

- It is designed in navy blue colour.
- It has a company name in front written in an orange colour.

BOOTS AND SOCKS

- Socks are of blue and orange colours.
- Boots are in black colour

BELT

- It is designed in navy blue and orange colour.

BUYINZA BONNY,
for Director of Blue Tigers Security Services Ltd.

General Notice No. 176 of 2009.

THE PARLIAMENTARY ELECTIONS ACT

ACT No. 17 OF 2005

Section 20(1)

AND

THE LOCAL GOVERNMENTS ACT

CAP. 243

Section 122

NOTICE

PUBLICATION OF CAMPAIGN PERIOD FOR PURPOSES OF THE RE-RUN IN THE BY-ELECTION FOR THE DIRECTLY ELECTED DISTRICT COUNCILLOR FOR OYAM TOWN COUNCIL OYAM DISTRICT

NOTICE IS HEREBY GIVEN by the Electoral Commission in accordance with Section 20(1) of the Parliamentary Elections Act, No. 17 of 2005 and subject to Section 122 of the Local Governments Act, Cap. 243 that the period commencing 8th June, 2009 and ending 14th June, 2009 is hereby published campaign period for purposes of the re-run in the Local Government Council by-election for the Directly Elected District Councillor for Oyam Town Council, Oyam District.

Issued at Kampala, this 5th day of June, 2009.

ENG. DR. BADRU M. KIGGUNDU,
Chairman, Electoral Commission.

General Notice No. 177 of 2009.

THE LOCAL GOVERNMENTS ACT

CAP. 243

Section 107

NOTICE

PUBLICATION OF POLLING DAY FOR PURPOSES OF THE RE-RUN IN THE LOCAL GOVERNMENT COUNCIL BY-ELECTION FOR THE DIRECTLY ELECTED DISTRICT COUNCILLOR FOR OYAM TOWN COUNCIL OYAM DISTRICT

NOTICE IS HEREBY GIVEN by the Electoral Commission in accordance with Section 107 of the Local Governments Act, Cap. 243 that the 16th June, 2009 is hereby appointed polling day for the re-run in the by-election for the Directly Elected District Councillor for Oyam Town Council, Oyam District.

Issued at Kampala, this 5th day of June, 2009.

ENG. DR. BADRU M. KIGGUNDU,
Chairman, Electoral Commission.

General Notice No. 178 of 2009.

THE ADVOCATES ACT.
NOTICE.

APPLICATION FOR A CERTIFICATE OF ELIGIBILITY.

IT IS HEREBY NOTIFIED that an application has been presented to the Law Council by Namuli Paula who is stated to be a holder of Bachelor of Laws of Makerere University having been awarded a Degree on the 22nd day of October, 2004 and to have been awarded a Diploma in Legal Practice by the Law Development Centre on the 16th day of June, 2006 for the issue of a Certificate of Eligibility for entry of her name on the Roll of Advocates for Uganda.

Kampala,
11th June, 2009.

STELLA NYANDRIA,
for Acting Secretary, Law Council.

General Notice No. 179 of 2009.

THE ADVOCATES ACT.
NOTICE.

APPLICATION FOR A CERTIFICATE OF ELIGIBILITY.

IT IS HEREBY NOTIFIED that an application has been presented to the Law Council by Ida Wadda who is stated to be a holder of Bachelor of Laws of Makerere University having been awarded a Degree on the 22nd day of October, 2004 and to have been awarded a Diploma in Legal Practice by the Law Development Centre on the 27th day of July, 2007 for the issue of a Certificate of Eligibility for entry of her name on the Roll of Advocates for Uganda.

Kampala,
11th June, 2009.

STELLA NYANDRIA,
for Acting Secretary, Law Council.

General Notice No. 180 of 2009.

THE ADVOCATES ACT.
NOTICE.

APPLICATION FOR A CERTIFICATE OF ELIGIBILITY.

IT IS HEREBY NOTIFIED that an application has been presented to the Law Council by Achieng Mirriam who is stated to be a holder of Bachelor of Laws of Uganda Christian University having been awarded a Degree on the 3rd day of October, 2003 and to have been awarded a Diploma in Legal Practice by the Law Development Centre on the 16th day of June, 2006 for the issue of a Certificate of Eligibility for entry of her name on the Roll of Advocates for Uganda.

Kampala,
10th June, 2009.

STELLA NYANDRIA,
for Acting Secretary, Law Council.

General Notice No. 181 of 2009.

THE ADVOCATES ACT.
NOTICE.

APPLICATION FOR A CERTIFICATE OF ELIGIBILITY.

IT IS HEREBY NOTIFIED that an application has been presented to the Law Council by Acellam Collins who is stated to be a holder of Bachelor of Laws of Makerere University having been awarded a Degree on the 12th day of October, 2001 and to have been awarded a Diploma in Legal Practice by the Law Development Centre on the 11th day of April, 2003 for the issue of a Certificate of Eligibility for entry of his name on the Roll of Advocates for Uganda.

Kampala,
10th June, 2009.

STELLA NYANDRIA,
for Acting Secretary, Law Council.

General Notice No. 182 of 2009.

THE ADVOCATES ACT.
NOTICE.

APPLICATION FOR A CERTIFICATE OF ELIGIBILITY.

IT IS HEREBY NOTIFIED that an application has been presented to the Law Council by Akello Evelyn who is stated to be a holder of Bachelor of Laws of Uganda Christian University having been awarded a Degree on the 20th day of August, 2004 and to have been awarded a Diploma in Legal Practice by the Law Development Centre on the 18th day of April, 2008 for the issue of a Certificate of Eligibility for entry of her name on the Roll of Advocates for Uganda.

Kampala,
24th February, 2009.

STELLA NYANDRIA,
for Acting Secretary, Law Council.

General Notice No. 183 of 2009.

THE ADVOCATES ACT.
NOTICE.

APPLICATION FOR A CERTIFICATE OF ELIGIBILITY.

IT IS HEREBY NOTIFIED that an application has been presented to the Law Council by Fiona Kunhira who is stated to be a holder of Bachelor of Laws of Makerere University having been awarded a Degree on the 22nd day of October, 2004 and to have been awarded a Diploma in Legal Practice by the Law Development Centre on the 16th day of June, 2006 for the issue of a Certificate of Eligibility for entry of her name on the Roll of Advocates for Uganda.

Kampala,
29th May, 2009.

STELLA NYANDRIA,
for Acting Secretary, Law Council.

General Notice No. 184 of 2009.

THE ADVOCATES ACT.
NOTICE.

APPLICATION FOR A CERTIFICATE OF ELIGIBILITY.

IT IS HEREBY NOTIFIED that an application has been presented to the Law Council by Elijah Paul Rukidi-Mpuuga who is stated to be a holder of Bachelor of Laws of Makerere University having been awarded a Degree on the 22nd day of October, 2004 and to have been awarded a Diploma in Legal Practice by the Law Development Centre on the 27th day of July, 2007 for the issue of a Certificate of Eligibility for entry of his name on the Roll of Advocates for Uganda.

Kampala,
29th May 2009.

STELLA NYANDRIA,
for Acting Secretary, Law Council.

General Notice No. 185 of 2009.

THE TRADE MARKS ACT.
(Cap. 83).
NOTICE.

NOTICE IS HEREBY GIVEN that any person who has grounds to oppose the registration of any of the marks advertised herein may within sixty days from the date of this *Gazette*, lodge a Notice of opposition on Trade Mark Form No. 6 together with a fee of Shs. 4000 in case of National applicants or US\$ 250 in case of Foreign applicants. The period of lodging Notice of opposition may be extended in suitable cases by the Registrar as he thinks fit upon such terms as he may direct. Formal opposition should not be lodged until after reasonable notice has been given by letter to the applicant.

so that he may have an opportunity to withdraw his application before the expense of opposition proceedings is incurred. Failure to give such notice will be taken into account in considering any application by the opponent for an order for costs if the opposition is uncontested by the applicant. Representations of the marks herein advertised can be inspected at the office of the Registrar of Trade Marks, Amamu House, Plot No. 5B George Street, P.O. Box 6848, Kampala.

- (21) APPLICATION NO. 40053 IN PART "A".
 (52) Class 3.
 (54)

PRAISE



- (53)
 (59)
 (64)

(57) *Nature of goods*— Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices.

(73) *Name of applicant*— Kamsoft Detergents.

(77) *Address*— P.O. Box 143, Kasese, Uganda.

(74)

(22) *Date of filing application*— 8th June, 2009.

- (21) APPLICATION NO. 40006 IN PART "A".
 (52) Class 4.
 (54)

PEACE OF HEAVEN

- (53)
 (59)
 (64)

(57) *Nature of goods*— Industrial oils and greases; lubricants; dust absorbing, wetting and binding compositions; fuels; (including motor spirit) and illuminants; candles and wicks for lighting.

(73) *Name of applicant*— Minimax Uganda Limited.

(77) *Address*— P.O. Box 37301, Kampala, Uganda.

(74)

(22) *Date of filing application*— 14th May, 2009.

- (21) APPLICATION NO. 40007 IN PART "A".
 (52) Class 4.
 (54)

PRINCESS OF HEAVEN

- (53)
 (59)
 (64)

(57) *Nature of goods*— Industrial oils and greases; lubricants; dust absorbing, wetting and binding compositions; fuels; (including motor spirit) and illuminants; candles and wicks for lighting.

(73) *Name of applicant*— Minimax Uganda Limited.

(77) *Address*— P.O. Box 37301, Kampala, Uganda.

(74)

(22) *Date of filing application*— 15th May, 2009.

- (21) APPLICATION NO. 40008 IN PART "A".
 (52) Class 4.
 (54)

QUEEN OF HEAVEN

- (53)
 (59)
 (64)

(57) *Nature of goods*— Industrial oils and greases; lubricants; dust absorbing, wetting and binding compositions; fuels; (including motor spirit) and illuminants; candles and wicks for lighting.

(73) *Name of applicant*— Minimax Uganda Limited.

(77) *Address*— P.O. Box 37301, Kampala, Uganda.

(74)

(22) *Date of filing application*— 15th May, 2009.

Kampala, MAUDAH ATUZARIRWE,
 10th June, 2009. *Assistant Registrar of Trade Marks.*

- (21) APPLICATION NO. 40030 IN PART "A".
 (52) Class 30.
 (54)



- (53)
 (59)
 (64)

(57) *Nature of goods*— Coffee, tea, cocoa, sugar, rice, tapioca, sago, artificial coffee; flour and preparations made from cereals, bread, pastry and confectionery, ices; honey, treacle; yeast, baking-powder; salt, mustard; vinegar, sauces (condiments); spices; ice.

(73) *Name of applicant*— Rama Impex U Ltd.

(77) *Address*— P.O. Box 34656, Kampala, Uganda.

(74)

(22) *Date of filing application*— 27th May, 2009.

- (21) APPLICATION NO. 32249 IN PART "A".
 (52) Class 10.
 (54)



- (53)
 (59)
 (64)

- (57) *Nature of goods*— Condoms.
 (73) *Name of applicant*— Afrasia Trading S. A. R.L.
 (77) *Address*— OIBP 3842 Abidjan OI Cote D'Ivoire.
 (74) *C/o* Bakkidde & Hannan Advocates, P.O. Box 37160, Kampala.
 (22) *Date of filing application*— 8th May, 2009.

- (21) APPLICATION NO. 32125 IN PART "A".
 (52) Class 09.
 (54)

JOIN IN

- (53)
 (59)
 (64)

- (57) *Nature of goods*— Electrical and electronic communications and telecommunications apparatus and instruments; communications and telecommunications apparatus and instruments; electrical and electronic apparatus and instruments all for processing, logging, storing, transmission, retrieval or reception of data; apparatus and instruments for recording, transmission, amplifying or reproduction of sound, images, information or encoded data; cameras; photographic apparatus, instruments and equipment; image processing apparatus, instruments and equipment; television and radio apparatus and instruments; telecommunication, radio and television broadcasting transmitters and receivers; apparatus for access to broadcast or transmitted programmes; holograms; computers; peripheral equipment for computers; programmed-data-carrying electronic circuits; computer programs; computer software; discs, tapes and wires all being magnetic data carriers; blank and pre-recorded magnetic cards; data cards; memory cards; smart cards; cards containing microprocessors; integrated circuit cards; electronic identification cards; telephone cards; telephone credit cards; credit cards; debit cards; cards for electronic games designed for use with telephones; CD ROMs; magnetic, digital and optical data carriers; magnetic, digital and optical data recording and storage media (blank and pre-recorded); computer software supplied from the Internet; electronic publications (downloadable) provided on-line from computer databases or the Internet; computer software and telecommunications apparatus (including modems) to enable connection to databases, local area networks and the Internet; computer software to enable teleconferencing, videoconferencing and videophone services; computer software to enable searching and retrieval of data; computer software for accessing databases, telecommunications services, computer networks and electronic bulletin boards; computer games software; digital music (downloadable) provided from a computer database or the Internet; digital music (downloadable) provided from MP3 Internet websites; devices for playing music received from the Internet; MP3 players;

photographs, pictures, graphics, sound bytes, films, videos and audio-visual programmes (downloadable) provided on line or from computer databases or the Internet or Internet websites; remote monitoring apparatus and instruments; computer software for use in remote monitoring; satellite transmitters and receivers; telecommunications and broadcasting satellites; radio telephone beacons and telephone masts; electric wires and cables; optical cables; resistance wires; electrodes; telecommunications systems and installations; terminals for telephone networks; telephone switchboards; telecommunications signal input, storage, conversion and processing apparatus; telephone equipment; equipment for fixed, transportable, mobile, hands-free or voice-activated telephones; multimedia terminals; interactive terminals for displaying and ordering goods and services; paging, radio paging and radio-telephone apparatus and instruments; telephones, mobile telephones and telephone handsets; facsimile machines; accessories for telephones and telephone handsets; adapters for use with telephones; battery chargers for use with telephones; desk or car mounted units incorporating a loudspeaker to allow a telephone handset to be used hands-free; in-car telephone handset cradles; bags and cases specially adapted for holding or carrying portable telephones and telephone equipment and accessories; computerised personal organisers; aerials; batteries; micro-processors; keyboards; modems; calculators; display screens; electronic global positioning systems; electronic navigational, tracking and positioning apparatus and instruments; monitoring (other than in-vivo monitoring) apparatus and instruments; radio apparatus and instruments; electrical control, testing (other than in-vivo testing), signalling, checking (supervision) and teaching apparatus and instruments; optical and electro-optical apparatus and instruments, video films; audio-visual apparatus and equipment; electronic games equipment and apparatus; electrical and electronic accessories and peripheral equipment designed and adapted for use with the computers, audio-visual apparatus and electronic games equipment and apparatus; parts and fittings for all the aforesaid goods.

- (73) *Name of applicant*— Augere Holdings (Netherlands) BV, a Netherlands Company.
 (77) *Address*— Fred Roeskestraat 123-1, 1076 EE Amsterdam, The Netherlands, Netherlands.
 (74) *C/o* Masembe, Makubuya, Adriko, Karugaba & Ssekatawa (MMAKS) Advocates, 3rd Floor, Diamond Trust Building, P.O. Box 7166, Kampala.
 (22) *Date of filing application*— 2nd April, 2009.

- (21) APPLICATION NO. 31718 IN PART "A".
 (52) Class 30.
 (54)



- (53)

- (59)
 (64)
 (57) *Nature of goods*— Banana starch, flour, bread, pastry, confectionery and all related products and/or goods.
 (73) *Name of applicant*— Presidential Initiative On Banana Industrial Development (PIBID).
 (77) *Address*— P.O. Box 35747, Kampala, Uganda.
 (74)
 (22) *Date of filing application*— 6th November, 2008.

Kampala. MERCY KYOMUGASHO K. NDYAHIKAYO.
 1st June, 2009. *Assistant Registrar of Trade Marks*

ADVERTISEMENTS

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Buddu Block 74 Plot 42 & 43 Measuring 34.00 Hectares at Kakindu.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Asa Mulimira of Kakindu Buddu Buganda, a special Certificate of Title under the above mentioned Block and Plot, the Certificate of Title which was originally issued having been lost.

Masaka. GALIWANGO HERMAN NSUBUGA,
 21st May, 2009. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 244 Plot 4399 Land at Kisugu.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Catherine Muryangwa & Florence Ndagire, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, NYOMBI V. ROBERT,
 5th June, 2009. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 200 Plot 128 Land at Kawempe.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Eccles Jeriko Senoga, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, NYOMBI V. ROBERT,
 10th June, 2009. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyaggwe Block 236 Plot 164 Area 20.27 Hectares at Matala.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Efulaimu Batibuuka of P.O. Box 118, Lugazi, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Mukono, CHRISTINE NAMIREMBE KATENDE,
 6th May, 2009. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Leasehold Register—Volume 3854 Folio 22, Plot No. 21, Ddiba Road, Jinja.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Almuzahim Muhammad Saeed of P.O. Box 720, Jinja, a special Certificate of Title under the above Volume and Folio, the Certificate of Title which was originally issued having been lost.

Kampala, EDWARD KARIBWENDE,
 4th June, 2009. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyaggwe Block 253 Plot 62 Area 4.0 Acres at Mbuyaga.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Wilson Birumi of P.O. Box 66, Mukono, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Mukono, CHRISTINE NAMIREMBE KATENDE,
 23rd April, 2009. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 244 Plot 1154 Land at Kisugu.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Maureen Kadongo Lule of P.O. Box 26091, Kampala, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, DDAMULIRA AHMED,
13th October, 2008. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 232 Plot 635 Land at Kireka and Banda.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Richard Walugembe, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, SARAH KULATA BASANGWA,
1st June, 2009. *Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kibuga Block 21 Plot 466 at Busega.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Jamila Nakazzi of P.O. Box 4051, Kampala, a special Certificate of Title under the above Block and Plot, the Certificate of Title which was originally issued having been lost.

Kampala, MUHEREZA EDWIN,
21st May, 2009. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT.

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATE OF TITLE.

Kyadondo Block 185 Plots 4752 & 4751 at Namugongo.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Lawrence Nsereko of P.O. Box 3620, Kampala, a special Certificate of Title under the above Block and Plots, the Certificate of Title which was originally issued having been lost.

Kampala, MUHEREZA EDWIN,
10th March, 2009. *for Ag. Commissioner Land Registration.*

THE REGISTRATION OF TITLES ACT

(Cap. 230).

NOTICE.

ISSUE OF SPECIAL CERTIFICATES OF TITLES.

Singo Block 522 Plot 36. 1.60 Hectares at Nakwaya & Kikoba Estates.

Singo Block 522 Plot 61. 11.35 Hectares at Nakwaya & Kikoba Estates.

Singo Block 522 Plot 63. 1.80 Hectares at Nakwaya & Kikoba Estates.

Singo Block 522 Plot 64. 2.90 Hectares at Nakwaya & Kikoba Estates.

NOTICE IS HEREBY GIVEN that after the expiration of one month from the publication hereof, I intend to issue in the names of Maliko Lwanga Kasauli of P. O. Box 14240, Kampala, special Certificates of Titles under the above Block and Plots of the Mailo Register, the duplicate Certificates of Titles which were originally issued having been lost.

Mityana, JANET NABUUMA,
16th April, 2009. *for Ag. Commissioner Land Registration.*

THE BIRTHS AND DEATHS REGISTRATION ACT

No. 28 OF 1970



DEED POLL

By this Deed I, Nakanwagi Frida of Kansanga, Nabutti Zone, do hereby renounce and abandon the use of my former name of Nakanwagi Farida and in lieu thereof do assume as from the date hereof the name of Nakanwagi Frida in pursuance of such change of name as aforesaid.

I hereby declare that I shall at all times hereafter in all records, deeds and instruments in writing and in all actions and proceedings and in all dealings and transactions and upon allocations whatsoever use and sign the said name of Nakanwagi Frida as my name in lieu of the said name of Nakanwagi Farida so renounced as aforesaid. And I hereby authorise and request all persons to designate and address me by such assumed name Nakanwagi Frida only.

In witness whereof, I have hereunder signed my assumed name of Nakanwagi Frida this 11th day of June, 2009.

Signed, sealed and delivered by the said Nakanwagi Frida.

NAKANWAGI FRIDA,
Renouncer.

STATUTORY INSTRUMENTS SUPPLEMENT
to The Uganda Gazette No. 27 Volume CII dated 12th June, 2009
Printed by UPPC, Entebbe, by Order of the Government.

S T A T U T O R Y I N S T R U M E N T S

2009 No. 28.

THE LOCAL GOVERNMENTS (MBARARA MUNICIPALITY)
(MAIRUNGI) BYELAWS, 2009.

—————
ARRANGEMENT OF BYELAWS.

Byelaw

1. Title
2. Purpose
3. Application
4. Interpretation
5. Offences and penalties
6. Seizure and forfeiture
7. Exemption

STATUTORY INSTRUMENTS

2009 No. 28.

The Local Governments (Mbarara Municipality) (Mairungi) Byelaws, 2009.

(Under Section 39 of the Local Governments Act, Cap. 243)

IN EXERCISE of the powers conferred upon Mbarara Municipal Council by section 39 of the Local Governments Act, these Byelaws are made this 11th day of May, 2009.

1. Title

These Byelaws may be cited as the Local Governments (Mbarara Municipality) (Mairungi) Byelaws, 2009.

2. Purpose

These Byelaws are intended to provide for the control of production, consumption, sale, storage, supply and advertising of mairungi and for related matters.

3. Application

These Byelaws shall apply to the area of jurisdiction of Mbarara Municipality.

4. Interpretation

In these Byelaws unless the context otherwise requires—

“council” means Mbarara Municipal Council;

“currency point” means twenty thousand shillings;

“mairungi” means processed, growing or raw form of the plant commonly known as mairungi;

“municipality” means Mbarara Municipality.

5. Offences and penalties

A person who—

- (a) cultivates or deals in mairungi in any way;
- (b) consumes, inhales, absorbs or takes mairungi into his or her body;
- (c) adulterates any food, drink or other consumable with mairungi;
- (d) offers mairungi to any person for sale, possession, distribution, consumption, storage or in any other dealing;

commits an offence and is liable on conviction to a fine not exceeding two currency points or imprisonment not exceeding four months or both.

6. Seizure and forfeiture

(1) In addition to the penalty, any expenses incurred by the council or its agents as a result of expenses in enforcing these Byelaws, may be recovered by a summary suit.

(2) Where a person contravenes byelaw 5, all articles including mairungi, motor vehicles or conveyance found in possession of that person shall be seized and forfeited to Council under the authority of an order of the court.

7. Exemption

(1) A person using mairungi for research or study is exempted from the provisions of these Byelaws.

(2) The exemption in sub byelaw (1) applies only if research has been authorized by a qualified practitioner.

PASSED by Mbarara Municipal Council this 11th day of May, 2009.

I HEREBY SIGNIFY my hand this 11th May, 2009.

TUMWIINE WILSON,
Chairperson, Mbarara Municipal Council.

ACTS SUPPLEMENT

to The Uganda Gazette No. 27 Volume CII dated 12th June, 2009.

Printed by UPPC, Entebbe, by Order of the Government.

Act 2

Trade Secrets Protection Act

2009

THE TRADE SECRETS PROTECTION ACT, 2009.

ARRANGEMENT OF SECTIONS.

Section.

PART I—PRELIMINARY

1. Application.
2. Interpretation.

PART II—PROTECTION OF TRADE SECRETS

3. Right to prevent disclosure, acquisition or use of trade secrets.
4. Conditions for protection.
5. Right of action.
6. Disclosure contrary to honest commercial practice.
7. Acts not contrary to honest commercial practice.
8. Right not exclusive.
9. Right to assign, transfer or license.
10. Rights and obligations to be set forth in contract.
11. Information furnished to a government department.

PART III—REMEDIES AND DEFENCES

12. Remedies.
13. Injunction.
14. Damages.
15. Account of profits.

16. Exemplary damages.
17. Adjustment orders.
18. Disclosure, acquisition or use in good faith.
19. Defences.

PART IV—MISCELLANEOUS

20. Preservation of secrecy.
21. Limitation.

THE TRADE SECRETS PROTECTION ACT, 2009

An Act to provide for the protection of undisclosed information in commercial transactions and to provide for other related matters.

DATE OF ASSENT: 25th April, 2009.

Date of Commencement: 12th June, 2009.

BE IT ENACTED by Parliament as follows:

PART I—PRELIMINARY

1. Application.

(1) This Act applies to governmental agencies, and persons regardless of the nature of the entity or the purpose for which it exists.

(2) Nothing in this Act is intended to impose on any person a liability for the acquisition, disclosure or use of information, where that information is acquired in the course of that person's work, and the information is of a character that the acquisition would amount to not more than an enhancement of that person's personal knowledge, skill or expertise.

(3) This Act does not affect any rules of equity or the common law by virtue of which obligations of confidence arise with respect to

the disclosure, acquisition or use of confidential information.

2. Interpretation.

In this Act, unless the context otherwise requires—

“acquisition” means the act by which a person acquires or procures property in anything;

“court” means the High Court;

“disclosure” means an act of disclosing or revealing information which is secret or generally unknown;

“person” means an individual or a legal or juridical entity;

“trade secret” means information including but not limited to a formula, pattern, compilation, program, method, technique, or process, or information contained or embodied in a product, device or mechanism which—

(a) is, or may be used in a trade or business;

(b) is not generally known in that trade or business;

(c) has economic value from not being generally known;
and

(d) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

PART II—PROTECTION OF TRADE SECRETS

3. Right to prevent disclosure, acquisition or use of trade secrets.

A person has the right to prevent information lawfully within his or her control from being disclosed to or acquired, or used by others without his or her consent, in a manner contrary to honest commercial practice.

4. Conditions for protection.

(1) Information protected under this Act must—

- (a) be a secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question;
- (b) have commercial value because it is secret; and
- (c) have been subject to reasonable steps under the circumstances, by a person lawfully in control of the information, to keep it secret.

(2) For the avoidance of doubt, a trade secret shall be taken to be protected so long as the conditions prescribed in subsection (1) are complied with in relation to it.

5. Right of action.

(1) Disclosure, acquisition or use of a trade secret by improper means constitutes an infringement and, subject to this Act, a person entitled to the benefit of the trade secret may bring proceedings in respect of the infringement.

(2) For the purposes of this section, a trade secret is not disclosed, acquired or used by improper means if it is arrived at by independent development or reverse engineering alone.

(3) Disclosure, acquisition and use of undisclosed information are only contrary to this Act when they are accomplished in a manner contrary to honest commercial practice.

(4) For the purposes of this section—

“improper means” includes commercial espionage by electronic or other means;

“reverse engineering” means the process of discovering the technological principles of a device, object or system through analysis of its structure, function and operation as

long as it is obtained lawfully.

6. Disclosure contrary to honest commercial practice.

Acts contrary to honest commercial practice include but are not limited to the following—

- (a) discovery of another person's undisclosed information by physical force or unauthorized entry into a place of business or a particular part of a place of business of the person who possesses that undisclosed information, either directly or through a third party;
- (b) discovery of another person's undisclosed information through fraudulent misrepresentation to induce disclosure or through an act of deceit, either directly or through a third party;
- (c) discovery of another person's undisclosed information by eavesdropping, electronic listening, unauthorized access to the person's private correspondence or files or any other improper means;
- (d) disclosure or use of another person's undisclosed information in breach of contract or in breach of confidence;
- (e) disclosure or use of another person's information where, by virtue of the place or manner in which that information is obtained, circumstances reasonably suggest that the information is subject to an expectation of privacy;
- (f) disclosure or use of another person's undisclosed information obtained unlawfully;
- (g) disclosure or use of another person's undisclosed information by a person to whom it is disclosed without being informed that the information is subject to an obligation of confidentiality, after being informed that that information

- is in fact subject to an obligation of confidentiality; or
- (h) disclosure or use of another person's undisclosed information by a person who lawfully obtained that information from a third person who obtained it unlawfully, where the person disclosing or using the information knew or should have known that the information was obtained unlawfully.

7. Acts not contrary to honest commercial practice.

Acts not contrary to honest commercial practice include—

- (a) obtaining information from a publicly available source such as a library, government records available to the public, publication, or product available on the market, or from another person lawfully in possession of that information without an obligation of confidentiality;
- (b) obtaining information by inspection or analysis of a commercially available product embodying the undisclosed information;
- (c) independent invention or discovery of the undisclosed information;
- (d) obtaining the information by gift, purchase, or inheritance from the owner;
- (e) disclosing or using information that is generally known among or readily accessible to persons within the circles that normally deal with that kind of information;
- (f) disclosure of information by a recipient of information who at the time of disclosure to him or her is not informed that it is subject to an obligation of confidentiality.

8. Right not exclusive.

The right in a trade secret shall not prejudice rights in other forms of

intellectual property.

9. Right to assign, transfer or license.

(1) A person entitled to the benefit of a trade secret may assign, transfer or license the right to that trade secret, wholly or partially and generally or subject to territorial limitation.

(2) In the case of a licence arrangement, the licensee, is obliged to protect the trade secret against disclosure other than as authorized under the contract and has the same rights as the owner against unauthorized disclosure.

10. Rights and obligations to be set forth in contract.

In each case of assignment, transfer or licence the rights and obligations of the parties shall be stated in a written contract and signed by the owner of the right or by a person authorized by him or her for that purpose and by the person to whom the rights are being assigned or transferred or licensed.

11. Information furnished to a government department.

(1) Where information that would otherwise be a trade secret is required to be furnished to a government department, that department shall protect that information submitted to it from disclosure.

(2) Where a law provides that the approval of a government agency is necessary as a condition for marketing of pharmaceutical or agricultural products which utilize new commercial entities, the submission of undisclosed text or other data, the origination of which involves a considerable effort, the government agency shall protect the data against unfair commercial use.

(3) In particular the government agency shall protect the data against disclosure except where necessary to protect the public or unless steps are taken to ensure that the data are protected against

unfair commercial use.

PART III—REMEDIES AND DEFENCES

12. Remedies.

(1) In proceedings for improper disclosure, acquisition or use of a trade secret, the court may, subject to subsections (2) and (3) and section 10, do any one or more of the following—

- (a) grant an injunction in accordance with section 13;
- (b) award damages in accordance with sections 14 and 16;
- (c) order an account of profits under section 15;
- (d) make an adjustment order under section 17; or
- (e) order the defendant to deliver up or destroy anything in which the trade secret to which the improper disclosure, acquisition or use relates is contained or embodied.

(2) The court shall not exercise its discretion to award both compensatory damages and an account of profits in such manner as to allow a plaintiff to recover twice for the same loss.

(3) Nothing in this section shall prejudice any jurisdiction of the court to grant auxiliary or incidental relief.

13. Injunction.

(1) The court may, subject to section 12 grant an interlocutory or permanent injunction with respect to the improper disclosure, acquisition or use of a trade secret.

(2) Upon application to the court, an injunction shall be terminated when the trade secret has ceased to exist, but the injunction may be continued for such additional period as the court thinks fit in order to eliminate any commercial advantage that would otherwise accrue to the defendant from the improper disclosure,

acquisition or use.

14. Damages.

An owner may, subject to section 12, recover damages for the loss caused by the improper disclosure, acquisition or use of a trade secret.

15. Account of profits.

The court may, subject to section 12, order the defendant to account to the plaintiff or owner for any profits that have accrued, or that may subsequently accrue to the defendant by reason or in consequence of the improper disclosure, acquisition or use of the trade secret.

16. Exemplary damages.

The court may, subject to section 10, award exemplary damages for the improper disclosure, acquisition or use of a trade secret.

17. Adjustment orders.

(1) The court may, subject to section 9, make an adjustment order regulating future exploitation of the trade secret by the defendant or by the plaintiff and the defendant.

(2) An adjustment order under subsection (1) may include any or all of the following—

- (a) payment of the plaintiff of a royalty with respect to the future use by the defendant of the trade secret in such amount and upon such terms as the court thinks fit;
- (b) contribution by the defendant to the plaintiff for expenses incurred by the plaintiff in connection with acquiring or developing the trade secret, and which are liable to be wasted by reason of the defendant being permitted to exploit the trade secret in the future; or
- (c) determination of any incidental question relating to the extent to which both the plaintiff and the defendant shall be free to exploit the trade secret in future and the rights and

liabilities of each.

18. Disclosure, acquisition or use in good faith.

(1) Where a person in good faith discloses, acquires or uses a trade secret, and subsequently learns that a person entitled to the benefit of that trade secret under this Act has been deprived of it by improper means or by mistake, either the person entitled to that benefit or the person who has disclosed, acquired or used that trade secret in good faith may bring an action for a declaration of the rights of the parties.

(2) In an action under subsection (1) the court shall determine the rights of the parties in accordance with the following principles—

- (a) a person entitled to the benefit of a trade secret shall be protected under this Act;
- (b) notwithstanding paragraph (a), a person who discloses, acquires or uses a trade secret in good faith is entitled to disclose, use and transfer the trade secret to the extent which is just and reasonable having regard to—
 - (i) the economic and social value of the consideration given by that person for the trade secret;
 - (ii) any change in the position of that person in reliance upon or in order to exploit the trade secret made before he or she discovered that the person entitled to the benefit of the trade secret has been deprived of it by improper means or mistake as the case may be; and
 - (iii) the protection granted by this Act to the person entitled to the benefit of a trade secret.

(3) In an action under subsection (1), the court may—

- (a) make an interim order to protect the interests and preserve the rights of the parties as may be just; or
- (b) award, grant, order or make such remedy as may be appropriate in the circumstances of the particular case as

if the action were an action referred to in section 5.

19. Defences.

(1) In proceedings for improper disclosure or use of a trade secret, it is a defence to prove that the disclosure was required to be made to a court under an order of the court.

(2) In any proceedings for improper disclosure or use of a trade secret, the defendant is not liable to the plaintiff in any respect if the defendant satisfies the court that—

(a) in view of the nature of the trade secret, there is, or in the case of apprehended disclosure or use there will be at the time of that disclosure or use a public interest involved in the trade secret being disclosed or used; and

(b) the public interest outweighs the public interest involved in upholding the trade secret.

(3) For the purposes of subsection (2), public interest in the disclosure or use of a trade secret means the interest of the public at large in being made aware of the existence of a crime, fraud, other unlawful conduct or matter affecting public health or safety in relation to the creation, composition or utilization of the trade secret.

(4) When balancing the public interest involved for the purposes of subsection (2), the court shall have regard to all the circumstances of the case, including—

(a) the nature of the trade secret;

(b) the circumstances under which the trade secret is disclosed or used by the defendant; and

(c) the extent and nature of the particular disclosure or use of the trade secret in issue as compared with the extent and nature of the disclosure or use which appears to be justified by the public interest in which the defendant

relies.

(5) Defences generally available in tort proceedings are available in proceedings for the improper disclosure, acquisition or use or of a trade secret.

PART IV—MISCELLANEOUS.

20. Preservation of secrecy.

(1) In proceedings under this Act, the court may, at any time, upon application make an order directing by what means the secrecy of a trade secret involved in the proceedings shall be preserved.

(2) Without prejudice to the general effect of subsection (1), the court may—

- (a) hold hearings in camera;
- (b) order that all or any of the records of the proceedings be sealed; or
- (c) order any person involved in the proceedings not to disclose an alleged trade secret without the prior approval of the court.

21. Limitation.

(1) Proceedings for the improper disclosure, acquisition or use of a trade secret must be commenced within two years from discovery of disclosure, acquisition or use as the case may be.

(2) For the purpose of this section, a continuing disclosure or use constitutes a single claim.

ACTS SUPPLEMENT

to The Uganda Gazette No. 27 Volume CII dated 12th June, 2009.

Printed by UPPC, Entebbe, by Order of the Government.

Act 3

Hire Purchase Act

2009

THE HIRE PURCHASE ACT, 2009.

ARRANGEMENT OF SECTIONS.

PART I—PRELIMINARY.

Section.

1. Commencement.
2. Application.
3. Interpretation.

PART II—HIRE PURCHASE AGREEMENTS.

4. Execution of hire purchase agreement.
5. Requirements relating to hire purchase agreements.
6. Interest rate.
7. Avoidance of certain provisions in a hire purchase agreement.
8. Implied conditions and warranties.

**PART III—TERMINATION AND COMPLETION OF
HIRE PURCHASE AGREEMENT.**

9. Termination by hirer.
10. Completion of purchase of goods by hirer.

PART IV—RECOVERY OF POSSESSION BY OWNER.

11. Owner not to engage in deceptive conduct.
12. Communication between the parties.
13. Owner not to disclose to third party information in connection with payment or repossession.
14. Owner not to charge late charges greater than debt.
15. Recovery of possession where two thirds of price paid.
16. Provisions where a suit is instituted.
17. Where order for delivery of goods is postponed.

PART V—LICENSING OF HIRE PURCHASE BUSINESS.

18. Licensing of hire purchase business.
19. Licensing authority.
20. Application for a licence.
21. Renewal of licence.
22. Appeals.
23. Display of licence.

PART VI—MISCELLANEOUS.

24. Successive agreements between same parties.
25. Owner to account for proceeds of sale.
26. Hirer's refusal to surrender goods not conversion.
27. Hirer may require information.
28. Appropriation of payment where more than one agreement exists.
29. Limitation of enforcement of agreement.
30. Insolvency of owner.
31. Insolvency of hirer.
32. Service of notice.
33. False information.
34. Transfer of interest in hired goods.
35. Penalty for hirer taking hired goods out of Uganda without consent of owner.
36. Regulations.
37. Power of Minister to amend Schedule.
38. Persons carrying on hire purchase business before commencement of Act.

SCHEDULE

Currency point.

THE HIRE PURCHASE ACT, 2009.

An Act to provide for the regulation and registration of hire purchase agreements and the licensing of persons carrying on hire purchase business and for related purposes.

DATE OF ASSENT: 8th May, 2009.

Date of Commencement: 12th June, 2009.

BE IT ENACTED by Parliament as follows:

PART I—PRELIMINARY.

1. Commencement.

This Act shall come into force on a date appointed by the Minister by statutory instrument.

2. Application.

This Act applies to hire purchase agreements entered into after the coming into force of this Act.

3. Interpretation.

(1) In this Act, except where the context otherwise requires—

“bailment” means a delivery of goods or movable personal property by one person to another in trust for the execution of a special object upon or in relation to goods beneficial either to the bailor or bailee or both and upon a contract, express or implied, to perform the trust and carry out the object and either redeliver the goods to the bailor or dispose of the goods in conformity with the purpose of the trust;

“cash price” means the price at which a creditor would have sold the goods to the buyer for cash on the date of the hire purchase agreement;

“contract of guarantee“, in relation to a hire purchase agreement, means a written contract, made at the express or implied request of the hirer, to guarantee the performance of the hirer’s obligations under the hire purchase agreement, and “guarantor” shall be construed accordingly;

“currency point” has the meaning assigned to it in the Schedule;

“delivery” means voluntary transfer of possession from one person to another;

“goods” includes all chattels, personal, other than things in action and money and all emblements, industrial growing crops and things attached to or forming part of land which are agreed to be severed before sale or under the contract of sale;

“guarantor” means a person who agrees to perform the hirer’s obligations in case the hirer defaults under a hire purchase agreement;

“hire purchase agreement” means an agreement for the bailment of goods under which the bailee may buy the goods or under which the property in the goods will or may pass to the hirer;

“hire purchase business” means a business of entering into hire purchase agreements;

“hire purchase price” means the total sum payable by the hirer under a hire purchase agreement in order to complete the purchase of goods to which the agreement relates, including the cash price, interest, financial charges, and a deposit or other initial payment;

“hirer” means the person who takes goods from an owner under a hire purchase agreement and includes a person to whom the hirer’s rights or liabilities under the agreement have passed by assignment or operation of law;

“interest” means prime lending rate of interest set by the Central Bank;

“licence” means a licence issued to carry on hire purchase business under this Act;

“licensed person” means a person licensed under Part V to carry on hire purchase business, and includes a company to which the owner’s property in the goods or any of the owner’s rights or liabilities under the agreement has passed by assignment or by operation of law;

“Minister” means the Minister responsible for trade;

“owner” means the person who hires goods to a hirer under a hire purchase agreement, and includes a person to whom the owner’s property in the goods or any of the owner’s rights or liabilities under the agreement has passed by assignment or operation of law;

“satisfactory quality” means the state and condition of goods; and the following, among others, are aspects of the quality of goods—

- (a) fitness for all the purposes for which the goods of the kind in question are commonly supplied;
- (b) appearance and finish;
- (c) safety; and
- (d) durability;

“warranty” means an agreement with reference to goods which are the subject of a hire purchase agreement, but collateral to the main purpose of the agreement, the breach of which gives a right to a claim for damages, but not to a right to reject the goods and treat the agreement as repudiated.

(2) Where by virtue of two or more agreements none of which by itself constitutes a hire purchase agreement there is a bailment of goods and either the bailee may buy the goods or the property in them will or may pass to the bailee, the agreements shall be treated for the purposes of this Act as a single agreement made at the time when the last of those agreements is made.

(3) A reference in this Act to taking possession of goods hired under a hire purchase agreement does not include a reference to the owner taking possession as a result of the hirer voluntarily returning the goods, but includes a reference to the owner taking possession under the authority of an order of a court, and a return of goods after a notice has been served on the hirer under this Act.

PART II—HIRE PURCHASE AGREEMENTS.

4. Execution of hire purchase agreement.

(1) A hire purchase agreement shall be executed in writing by the owner and hirer.

(2) A contract of guarantee relating to a hire purchase agreement shall be executed by a guarantor.

(3) Where a contract of guarantee relating to a hire purchase agreement is not executed by a guarantor as required by subsection (2), the agreement is voidable at the instance of the owner.

(4) Before a hire purchase agreement is executed, the owner and the hirer shall make full disclosure of all the information relevant to the proposed agreement.

(5) A person who—

- (a) fails without reasonable cause to give the information referred to in subsection (4); or
- (b) gives information which is false in any material particular, and which he or she knows to be false or does not believe to be true,

commits an offence and is liable on conviction to a fine not exceeding one hundred currency points or imprisonment not exceeding one year or both.

5. Requirements relating to hire purchase agreements.

(1) Before a hire purchase agreement is entered into in respect of any goods, the owner shall state in writing, in the prescribed form, to the prospective hirer, the cash price of the goods.

(2) Subsection (1) shall be taken to be sufficiently complied with, if—

- (a) the hirer has inspected the goods or similar goods, and at the time of his or her inspection, tickets or labels were attached to or displayed with the goods, which clearly stated the cash price, either of the goods as a whole or of all the different articles or sets of articles comprised in the goods; or
- (b) the hirer has selected the goods by reference to a catalogue, price list or advertisement which clearly stated the cash price, either of the goods as a whole or of all the different articles or sets of articles comprised in the goods.

(3) An owner is not entitled to enforce a hire purchase agreement or a contract of guarantee relating to it, or a right to recover the goods from the hirer, and no security given by the hirer in respect of money payable under the hire purchase agreement or given by a guarantor in respect of money payable under a contract of guarantee relating to the hire purchase agreement against the hirer or guarantor, has effect unless subsection (1) has been complied with, and—

- (a) the agreement is executed by or on behalf of all other parties to the agreement; and
- (b) the guarantee relating to the hire purchase agreement is executed by a guarantor;
- (c) the agreement contains a statement of—
 - (i) the hire purchase price and the cash price of the goods to which the agreement relates;
 - (ii) the amount of each of the instalments by which the hire purchase price is to be paid and the date, or the mode of determining the date upon which each instalment is payable;
 - (iii) late payment charges;
 - (iv) a description of the goods sufficient to identify them; and
 - (v) the date on which the agreement is taken to have commenced.
- (d) the agreement contains a notice in the prescribed form relating to the rights of the hirer which is at least as prominent as the rest of the contents of the agreement;
- (e) a copy of the agreement has been delivered or sent by registered post by the owner to the hirer within six weeks after the date of the agreement or, if the parties agree, the hirer may collect the agreement from the premises of the owner; and
- (f) the first instalment of the hire purchase price has been paid.

(4) For the purposes of subsection (3)(c), (iv) the agreement shall be taken to commence on the date of execution of the

agreement.

(5) Notwithstanding the requirements of subsection (1), (3)(b), (c) and (d), the Court may, where the hirer is not prejudiced, dispense with any of the requirements for failure to comply subject to any conditions imposed by the Court.

6. Interest rate.

Interest rates in relation to hire purchase of goods under a hire purchase agreement shall be determined by the Central Bank of Uganda.

7. Avoidance of certain provisions in a hire purchase agreement.

(1) A provision in a hire purchase agreement by which—

- (a) the right conferred on a hirer by section 9 to terminate the hire purchase agreement is excluded or restricted;
- (b) any liability beyond that imposed by section 9 is imposed on a hirer by reason of the termination of the hire purchase agreement by him or her under that section;
- (c) a hirer after the termination of the hire purchase agreement or the bailment in any manner, is subject to liability which exceeds the liability to which he or she would have been subject if the agreement had been terminated by him or her under this Act;
- (d) a person acting on behalf of an owner in connection with the formation or conclusion of a hire purchase agreement is treated as, or taken to be the agent of the hirer;
- (e) an owner is relieved from liability for the acts or defaults of a person acting on his or her behalf in connection with the formation or conclusion of a hire purchase agreement;
- (f) the whole of the hirer's wage is assigned as periodic payment

for the hired property;

- (g) the owner or an agent of the owner is authorised to enter the hirer's premises without the knowledge or express authority of the hirer for the purposes of the repossession of the hired property; or
- (h) a hirer is impeded from completing the purchase of the hired goods under section 10,

is void.

(2) Notwithstanding subsection (1), an owner or a person acting on his or her behalf may enter upon the premises where the goods are kept for the purposes of inspecting the goods hired during the course of the contract and for the purposes of taking possession of the goods at such intervals and times and on giving such notice in writing as may be agreed upon between the parties.

8. Implied conditions and warranties.

- (1) In every hire purchase agreement, there shall be implied—
 - (a) a condition that the owner will have a right to sell the goods at the time when the property is to pass;
 - (b) a condition that the goods will be of satisfactory quality;
 - (c) a warranty that the hirer shall have and enjoy quiet possession of goods as long as there is no default;
 - (d) a warranty that the goods will be free from any charge or encumbrance in favour of a third party at the time when the property is to pass; and
 - (e) a condition that the hirer shall not take the goods out of Uganda without the consent of the owner.

(2) A condition referred to in subsection (1) shall not be implied, by virtue of that subsection, as regards defects of which the owner could not reasonably have been aware at the time when the agreement was made or, if the hirer has examined the goods or a sample of them, as regards

defects which the examination revealed or ought to have revealed.

(3) Where the hirer expressly or by implication makes known the particular purpose for which the goods are required, there shall be implied a condition that the goods will be reasonably fit for that purpose.

(4) The conditions and warranties set out in subsection (1) shall be implied notwithstanding any agreement to the contrary; and the owner is not entitled to rely on any provision in the agreement excluding or modifying the condition set out in subsection (3) unless he or she proves that before the agreement was made, the provision was brought to the notice of the hirer and its effect made clear to him or her.

(5) Nothing in this section excludes or limits the operation of any other law by which any condition or warranty is to be implied in an agreement.

PART III—TERMINATION AND COMPLETION OF HIRE PURCHASE AGREEMENT.

9. Termination by hirer.

(1) The hirer may, at any time before the final payment under a hire purchase agreement falls due, terminate the agreement by returning the goods to the owner and giving the owner a written notice of termination of the agreement.

(2) Where the hirer gives notice under subsection (1), the hirer is liable, without prejudice to any liability which accrues before the termination, to pay—

- (a) the amount if any, by which two thirds of the hire purchase price exceeds the total of the sums paid and the sums due in respect of the hire purchase price immediately before the termination; or

(b) such lesser amount as may be specified in the agreement.

(3) Where under the provision for termination in the agreement, the hirer is—

(a) responsible for taking reasonable care of the goods;

(b) responsible for the maintenance and servicing of the goods;
or

(c) liable for any loss or damage to the goods,

and the hirer has failed to fulfill any of the obligations under this subsection, the hirer shall pay damages for failure to fulfill that obligation.

(4) A hirer who returns goods under subsection (1) shall return them at his or her own expense to the premises from which they were originally supplied to him or her or to such other place as the owner may direct.

(5) The owner shall reimburse the hirer for any additional expense incurred in returning the goods to premises other than those from which they were originally supplied.

(6) Nothing in this section prejudices any legal right of a hirer to terminate a hire purchase agreement otherwise than by virtue of this section.

10. Completion of purchase of goods by hirer.

(1) The hirer under a hire purchase agreement may give notice in writing to the owner of his or her intention to complete the purchase of the goods by paying or tendering to the owner on a specified day, the net balance due to the owner under the agreement, and having given the notice, may complete the purchase accordingly on

the day specified.

(2) For the purposes of subsection (1), the net balance due is the balance originally payable under the agreement as the hire purchase price less any deposit paid or provided, whether by cash or by other consideration, by or on behalf of the hirer under the agreement and less any interest not earned.

(3) The rights conferred on the hirer by this section may be exercised by him or her—

- (a) at any time during the continuance of the agreement; or
- (b) within twenty eight working days after the owner has taken possession of the goods, upon paying or tendering to the owner in addition to the net balance due—
 - (i) the reasonable costs incurred by the owner in and incidental to taking possession of the goods;
 - (ii) any amount properly expended by the owner on the storage, repair or maintenance of the goods; and
 - (iii) any additional interest which is due under the agreement.

(4) For the avoidance of doubt, the owner shall not dispose of the property within 28 working days after the owner has repossessed the goods.

PART IV—RECOVERY OF POSSESSION BY OWNER.

11. Owner not to engage in deceptive conduct.

(1) An owner shall not—

- (a) engage in any unlawful or deceptive conduct; or
- (b) make any false or misleading statement regarding the status of any hired property or the collection of any payment by the hirer or the repossession of any hired property.

(2) A person who contravenes subsection (1) commits an offence and is liable on conviction to a fine not exceeding one

hundred currency points or imprisonment not exceeding one year or both.

12. Communication between the parties.

Except in the case of an agreement to the contrary, the owner shall communicate to the hirer in writing delivered at the hirer's place of abode or any other location agreed upon, in connection with the hire purchase agreement only between the hours of six o'clock in the morning and six o'clock in the afternoon on a working day.

13. Owner not to disclose to third party information in connection with payment or repossession.

(1) An owner shall not disclose to a person other than the hirer, the hirer's agent or the owner's agent information in connection with the collection of the periodical payments or repossession of hired goods.

(2) Subsection (1) does not apply where—

- (a) the disclosure is necessary to get information concerning the location of the hirer or the hired goods;
- (b) the hirer has given prior consent to the owner to that effect;
- (c) express permission to that effect has been given by a court of competent jurisdiction;
- (d) it is reasonably necessary to effectuate a post judgment judicial remedy; or
- (e) it is required by law.

14. Owner not to charge late charges greater than debt.

An owner shall not as a result of a default, charge late charges greater than the interest payable at prime rate.

15. Recovery of possession where two thirds of price paid.

(1) Where goods have been hired under a hire purchase agreement and two thirds of the hire purchase price has been paid—

- (a) under the agreement or a judgment or otherwise; or
- (b) has been tendered by or on behalf of the hirer or a guarantor,

the owner shall not enforce any right to recover possession of the goods from the hirer otherwise than by suit.

(2) Where an owner retakes possession of goods in contravention of subsection (1), the hire purchase agreement, if not previously terminated, shall terminate, and—

- (a) the hirer is released from all liability under the agreement and is entitled to recover from the owner by suit all sums paid by the hirer under the agreement or under any security given by him or her in respect of the agreement; and
- (b) a guarantor is entitled to recover from the owner by suit, all sums paid by him or her under the contract of guarantee or under any security given by him or her in respect of the agreement.

(3) This section does not apply where the hirer has terminated the agreement or the bailment by virtue of any right vested in him or her.

16. Provisions where a suit is instituted.

(1) Where a suit is instituted under section 15, the owner shall not take any step to enforce payment of any sum due under the hire purchase agreement or under any contract of guarantee relating to it, except by claiming the sum in the suit.

(2) Subject to rules of court, all the parties to the agreement and any guarantor shall be made parties to the suit.

(3) Pending the hearing of the suit the court may, in addition to any other powers the court may have in the matter, make, upon the application of the owner, such orders as the court thinks just for the purpose of protecting the goods from damage or depreciation, including orders restricting or prohibiting the use of the goods or giving directions as to their custody.

(4) On the hearing of the suit the court may, without prejudice to any other power, make an order—

- (a) for the delivery of all the goods to the owner;
- (b) for the delivery of all the goods to the owner, and postpone the operation of the order on condition that the hirer or any guarantor pays the unpaid balance of the hire purchase

price at such times and in such amounts and fulfils such other conditions as the court thinks just; or

- (c) for the delivery of a part of the goods to the owner and for the transfer to the hirer of the owner's title to the remainder of the goods.

(5) An order shall not be made under subsection (4)(c) transferring to the hirer the owner's title to a part of the goods, unless the court is satisfied that the amount which the hirer has paid towards the hire purchase price exceeds the price of that part of the goods by at least one-third of the unpaid balance of the hire purchase price.

(6) Where the court makes an order under subsection (4) for delivery of the whole or part of the goods to the owner, it shall, in that order, confer on the owner a right of entry on any premises where the goods may be for the purpose of obtaining possession of the goods.

(7) Where damages are awarded against the owner in the suit, the court may treat the hirer as having paid towards the hire purchase price, in addition to the actual amount paid, the amount of the damages or such part of the damages as the court thinks fit, and remit the damages accordingly.

(8) Where at any time before the hearing of the suit, the owner has recovered possession of a part of the goods, the references in subsection (4) to all the goods shall be construed as references to all the goods which the owner has not recovered, and, if the parties have not agreed upon an adjustment of the hire purchase price in respect of the goods recovered, the court may, for the purposes of subsection (4)(b) and (c), make a reduction of the hire purchase price and of the unpaid balance of it as it thinks just.

(9) Where an owner has recovered part of the goods hired under the hire purchase agreement, and recovery was effected in

contravention of section 15, this section shall not apply in relation to a suit by the owner to recover the remainder of the goods.

(10) In this section a reference to an order for delivery in relation to goods means, an order for the delivery of the goods to the owner without giving the hirer an option to pay their value, and a reference to an the price in relation to goods, means such part of the hire purchase price as is assigned to those goods in the agreement, or if no assignment is made, such part of the hire purchase price as the court may determine.

17. Where order for delivery of goods is postponed.

(1) Where the operation of an order for the delivery of goods to the owner is postponed the hirer shall be taken to be bailee of the goods under and on the terms of the hire purchase agreement.

(2) Where subsection (1) applies—

(a) no further sum shall be or become payable by the hirer or a guarantor on account of the unpaid balance of the hire purchase price, except in accordance with the terms of the order; and

(b) the court may make further modifications of the terms of the hire purchase agreement, and of any contract of guarantee relating to it, as to payment as the court considers necessary, having regard to the variation of the terms of payment.

(3) If, while the operation of an order for the delivery of the goods to the owner is postponed, the hirer or a guarantor fails to comply with any conditions of the postponement, or with any term of the hire purchase agreement as modified by the court, or wrongfully disposes of the goods, the owner shall not take any civil proceedings against the hirer or guarantor otherwise than by making an application to the court by which the order was made.

(4) In the case of a breach of a condition relating to the payment of the unpaid balance of the hire purchase price, it is not necessary for

the owner to apply to the court for leave to execute the order unless the court directs that application to be made.

(5) When the unpaid balance of the hire purchase price has been paid in accordance with the terms of the order, the owner's title to the goods shall vest in the hirer.

(6) The court may, at any time during the postponement of the operation of an order for delivery of goods to the owner—

- (a) vary the conditions of the postponement, and make such further modification of the hire purchase agreement and of any contract of guarantee relating to it as the court considers necessary having regard to the variation of the conditions of the postponement;
- (b) revoke the postponement; or
- (c) make an order for the delivery of a part of the goods to the owner and for the transfer to the hirer of the owner's title to the remainder of the goods.

PART V—LICENSING OF HIRE PURCHASE BUSINESS.

18. Licensing of hire purchase business.

(1) A person shall not, after the coming into force of this Act, carry on a hire purchase business, except under and in accordance with the terms of a licence issued under this Act.

(2) Only a company registered in Uganda is qualified to be licensed to carry on hire purchase business.

(3) A person who contravenes subsection (1) commits an offence and is liable on conviction, to a fine not exceeding one hundred and fifty currency points or imprisonment not exceeding one year or both.

19. Licensing authority.

The Minister shall by statutory order, declare the licensing authority for the purposes of this Act.

20. Application for a licence.

(1) A person shall apply for a licence in the prescribed manner, and the licensing authority shall within thirty days from the date of receipt of the application either grant a licence without conditions or subject to such conditions as it may think fit, or refuse to grant a licence.

(2) Where a licensing authority refuses to grant a licence or imposes conditions in a licence, it shall give to the applicant the reasons in writing for its action.

(3) The fees to be paid for the issue of a licence shall be as prescribed by regulations made by the Minister under section 36.

(4) A licence shall be valid for a period of twelve months from the date of its issue.

(5) In considering an application for a licence, the licensing authority shall take into account the financial condition of the applicant and the manner in which the applicant has conducted any hire purchase business then or formerly carried on by the applicant, and the applicant shall provide such information as the authority may require to enable the licensing authority to take a decision.

21. Renewal of licence.

Where a licensed person applies for renewal of a licence before the expiry of the existing licence, the person may continue carrying on hire purchase business until the licensing authority has decided whether or not to renew the licence, even though the decision has not been made by the date of the expiry of the licence.

22. Appeals.

(1) A person who is refused a licence may appeal to the Minister within thirty days after the date of the refusal.

(2) On an appeal to the Minister under subsection (1), the Minister may confirm, reverse or vary the decision of the licensing authority within thirty days from the date of appeal.

(3) Where the Minister's decision amounts to a refusal to grant a licence the Minister shall give reasons in writing for the refusal.

(4) Where the Minister takes no decision within thirty days, the Minister shall be taken to have agreed to the appeal.

(5) A person aggrieved by the decision of the Minister may appeal to the High Court.

(6) Where a person appeals under subsection (1), the person may, notwithstanding section 18, continue to carry on hire purchase business until the appeal is decided.

23. Display of licence.

(1) A licensed person under this Act shall ensure that the licence or a copy of the licence is at all times conspicuously displayed in or on every premises where the person carries on business.

(2) A person who contravenes subsection (1) commits an offence and is liable, on conviction, to a fine not exceeding twenty five currency points.

PART VI—MISCELLANEOUS.

24. Successive agreements between same parties.

Where goods have been hired under a hire purchase agreement and at any time after two thirds of the hire purchase price has been paid or tendered the owner makes a further hire purchase agreement with the hirer comprising the same goods, sections 16 and 17 apply in relation to each subsequent agreement from the time that particular agreement comes into force.

25. Owner to account for proceeds of sale.

Where the owner enforces a right to recover possession of the goods

from the hirer otherwise than by suit, he or she shall—

- (a) sell the goods at the best price reasonably obtainable as soon as is reasonably practicable; and
- (b) account for and pay to the hirer that part of the proceeds of sale which exceeds the sum of the unpaid balance of the hire purchase price and the expenses necessarily incurred by the owner in recovering possession of and selling the goods.

26. Hirer's refusal to surrender goods not conversion.

If, while the enforcement by an owner of a right to receive possession of goods from a hirer is restricted by this Act, the hirer refuses to give up possession of goods to the owner, the hirer is not, by reason only of the refusal, liable to the owner for conversion of the goods.

27. Hirer may require information.

(1) Where a hirer delivers or sends by registered post to the owner a written request for information and tenders to the owner a sum of one half of a currency point for expenses, the owner shall, within fourteen days after the request and tender are received by him or her, deliver or send by registered post to the hirer a statement signed by or on behalf of the owner indicating—

- (a) the total of the payments made under the agreement by or on behalf of the hirer, and the date of each payment;
- (b) the total amount which is to become due under the agreement, the amount of each instalment which is to become due and the date, or the mode of determining the date, upon which it is to become due.

(2) Where the owner fails without reasonable cause to comply with a request made under subsection (1), then while the default continues—

- (a) no person is entitled to enforce the agreement against the hirer or to enforce any contract of guarantee relating to the agreement, and the owner is not entitled to enforce any right to recover possession of the goods from the hirer; and
- (b) no security given by the hirer in respect of money payable under the agreement or given by a guarantor in respect of money payable under a contract of guarantee is enforceable by any holder of the security against the hirer or the guarantor, as the case may be.

(3) Where the default referred to in subsection (2) continues for a period exceeding thirty days, the owner commits an offence and is liable on conviction to a fine not exceeding ten currency points.

28. Appropriation of payment where more than one agreement exists.

(1) A hirer who is liable to make payments in respect of two or more hire purchase agreements to the same owner is entitled, on making any payment in respect of the agreements which is not sufficient to discharge the total amount then due under all the agreements, to require the owner to appropriate the sum paid by the hirer in or towards the satisfaction of the sum due under any one of the agreements, or in or towards the satisfaction of the sums due under any two or more of the agreements in such proportions as he or she thinks fit.

(2) Where the hirer fails to make any appropriation under subsection (1), the owner may appropriate the sum paid by the hirer towards the new agreements in the order in which the agreements were entered into.

29. Limitation of enforcement of agreement.

An owner is not entitled, by reason of the hirer's failure to carry out any obligation under a hire purchase agreement, to enforce—

- (a) a provision in the agreement for the acceleration of the payment of an instalment, unless an instalment, or some

part of an instalment which is not less than ten percent of the hire purchase price, or two or more instalments or part of instalments which altogether are not less than five percent of the hire purchase price, are due and unpaid; or

- (b) a provision in the agreement for the payment of an amount of damages, or for forfeiture or penalty, or for the acceleration of the payment of an instalment,

unless he or she has made a written demand to the hirer to carry out the obligation in question within a specified period of not less than fourteen days beginning with the date of service of the demand, and the hirer has failed to comply with the demand.

30. Insolvency of owner.

(1) Where the owner is adjudged insolvent or is in liquidation, a hire purchase agreement entered into by the insolvent or a company in liquidation shall remain in full force and effect and shall be binding on the liquidator, as the case may be, but without prejudice to the right of the liquidator to disclaim.

(2) This section does not affect the powers of the court to set aside any disposition of property made by way of undue preference.

31. Insolvency of hirer.

(1) Where a hirer is adjudged insolvent, the rights and duties which are the subject of the hire purchase agreement entered into by the hirer shall vest in his or her trustee, notwithstanding the terms of the agreement, but without prejudice to the trustee's right to disclaim.

(2) Where the goods are used by the trustee on behalf of the hirer's estate, the trustee shall pay to the owner, as a cost in the administration of the estate, each instalment in respect of the purchase price which becomes due under the agreement during the period the goods are so used.

32. Service of notice.

(1) A notice or document required or authorised to be served on or given to an owner or hirer under this Act may be served or given—

(a) by delivering it to him or her personally;

(b) by leaving it at his or her place of abode or business with some other person who appears to be a resident or employed there and who appears to be over the age of eighteen years; or

(c) by posting it addressed to him or her at his or her last known place of abode or business in Uganda.

(2) The affidavit or oral evidence of an owner or his or her servant or agent as to the delivery or posting of any notice or document required or authorised to be served under this Act shall be admissible as *prima facie* evidence of the due service of the document or notice, if the deponent swears to the facts necessary to prove due service either from his or her own knowledge or to the best of his or her information and belief based on and verified by the records of the owner.

33. False information.

A person who knowingly gives false information in any proposal form or other document completed for the purpose of entering into a hire purchase agreement commits an offence and is liable, on conviction, to a fine not exceeding twenty five currency points or imprisonment not exceeding six months, or both .

34. Transfer of interest in hired goods.

(1) The hirer may only transfer his or her interest in goods under a hire purchase agreement with the consent of the owner.

(2) The owner shall transfer his or her interests within reasonable time upon completion of the payment of the hire purchase price by the hirer.

35. Penalty for hirer taking goods out of Uganda without consent of owner.

A hirer who takes goods obtained by him or her under a hire purchase agreement out of Uganda without the consent of the owner in contravention of section 8(1) (e) commits an offence and is liable on conviction to a fine not exceeding one hundred currency points or imprisonment not exceeding one year or both.

36. Regulations.

(1) The Minister may by statutory instrument, make regulations generally for the better carrying out of any of the provisions or purposes of this Act.

(2) Without prejudice to the general effect of subsection (1), regulations made under that subsection may provide for all or any of the following matters—

- (a) anything which is to be or may be prescribed under this Act;
- (b) the form of hire purchase agreements;
- (c) the form of notices relating to hire purchase agreements; and
- (d) prescribing the fees payable for anything which may be done under this Act;
- (e) the registration in appropriate cases of hire purchase agreements;
- (f) prescribing the conditions and warranties to apply to the hire of second hand goods under this Act;
- (g) prescribing in relation to the contravention of any of the regulations a penalty not exceeding a fine of fifty currency points or imprisonment not exceeding twelve months, or

both.

37. Power of Minister to amend Schedule.

The Minister may, by statutory instrument, with the approval of Cabinet, amend the Schedule.

38. Persons carrying on hire purchase business before commencement of Act

(1) Where a person who carries on hire purchase business immediately before the commencement of this Act, applies and is refused a licence, the person may, notwithstanding section 18, continue to carry on hire purchase business so long and so far only as is necessary to complete existing hire purchase agreements and to wind up the business, and shall not enter into any new hire purchase agreement except under a licence granted under this Act.

(2) Where at the commencement of this Act a person is carrying on a hire purchase business, the person shall, unless he or she decides to wind up the business, apply for a licence within three months after the coming in force of this Act.

(3) Where a person described in subsection (2) does not apply for a licence under that subsection, the person shall, after the expiry of the period of three months referred to in that subsection, cease to carry on the hire purchase business unless licensed under this Act.

SCHEDULE.

ss.3, 37

CURRENCY POINT.

A currency point is equivalent to twenty thousand Uganda shillings.