

australian
consumer law

Consumer guarantees

A GUIDE FOR BUSINESSES AND LEGAL PRACTITIONERS

This guide was developed by:

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- Australian Competition and Consumer Commission
- Australian Securities and Investments Commission
- Consumer Affairs Victoria
- Consumer and Business Services South Australia
- Consumer, Building and Occupational Services, Tasmania
- New South Wales Fair Trading
- Northern Territory Consumer Affairs
- Queensland Office of Fair Trading
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Introduction

About this guide

This is one of six guides to the Australian Consumer Law (ACL) developed by Australia's consumer protection agencies to help businesses understand their responsibilities under the law.

This guide will help businesses and legal practitioners understand the consumer guarantee requirements of the ACL.

It covers supplier, manufacturer and importer responsibilities when there is a problem with goods and services, refunds, replacements, repairs and other remedies.

These guides:

- explain the law in simple language but are no substitute for the legislation
- give general information and examples—not legal advice or a definitive list of situations where the law applies
- include examples of the ACL's application by Australian Consumer Protection regulators and by Australian courts.

This guide and an earlier version, are based on material originally prepared by the New Zealand Ministry of Consumer Affairs about their legislation, the Consumer Guarantees Act , as consumer guarantees in the ACL are very similar to the New Zealand legislation.

About the other guides

Other guides in this series cover:

- **Sales practices**
Covers unsolicited supplies, unsolicited consumer agreements (door-to-door and telemarketing), lay-by agreements, pricing, proof of transaction and itemised bills, referral selling, pyramid schemes, harassment and coercion.
- **Avoiding unfair business practices**
Covers misleading or deceptive conduct, unconscionable conduct, country of origin, false and misleading representations.
- **Unfair contract terms**
Covers what an unfair term is and which contracts are affected by the law.
- **Compliance and enforcement**
Covers how regulators enforce the ACL.
- **Consumer product safety**
Covers safety standards, recalls, bans, safety warning notices and mandatory reporting requirements.

Further information and copies of these and other publications are available from the Australian Consumer Law website www.consumerlaw.gov.au

Introduction continued



Consumer guarantees: who guarantees what?

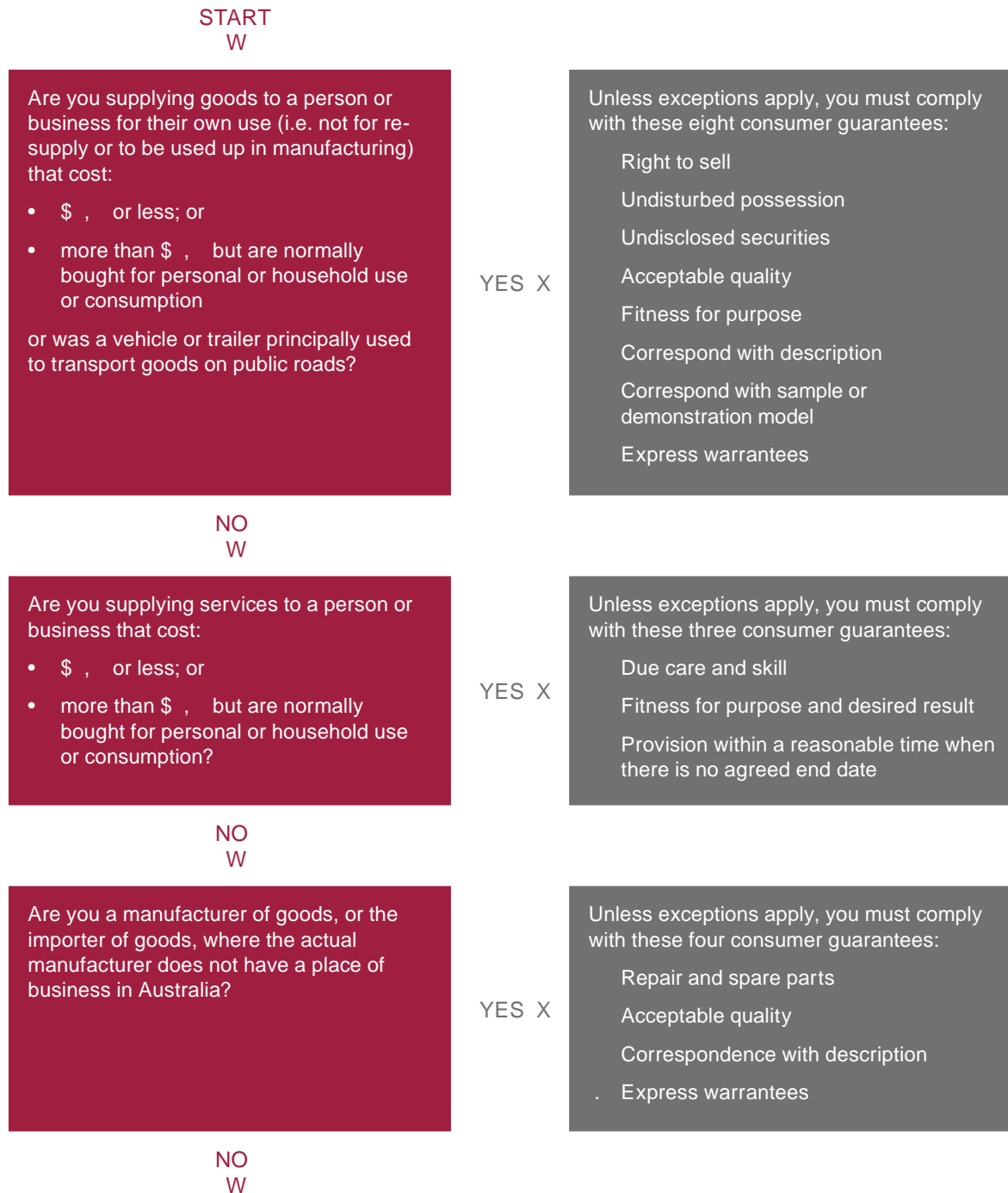
Suppliers and manufacturers automatically provide guarantees about certain goods they sell, hire or lease, and services they provide to consumers. These rights exist regardless of any warranty provided by the supplier or manufacturer.

A supplier includes anyone—such as a trader, a retailer or a service provider—who, in trade

What do the consumer guarantees cover?

The chart below will assist suppliers and manufacturers to determine which consumer guarantees they must comply with.

Consumer guarantees compliance flowchart



You are not obliged by the ACL's consumer guarantees. However, you may still have contractual obligations to your customers, and if you are a manufacturer, obligations to ensure the goods are safe.

'No refund' signs

Signs that state 'no refunds' are unlawful, because they imply it is not possible to get a refund under any circumstance—even when there is a major problem with the goods. For the same reason, the following signs are also unlawful:

- 'No refund on sale items'
- 'Exchange or credit note only for return of sale items'.

However, signs that state 'No refunds will be given if you have simply changed your mind' are acceptable.

Signs to inform customers about consumer guarantee rights

Suppliers, including online suppliers, can display a sign at the point of sale, alerting consumers to their rights under the consumer guarantees.

The ACCC, together with the state and territory consumer protection regulators, have developed a point-of-sale sign to give consumers clear information about their rights to obtaining remedies under the ACL. Suppliers are encouraged to display this sign. Suppliers may also develop their own sign but should exercise care to make sure that they do not misrepresent consumers' rights. Suppliers are best advised to use the same wording adopted by the ACCC, or to seek legal advice before using any alternative wording. For more information visit www.accc.gov.au/publications/refunds-remedies

Representation regarding responsibility for 'consequential loss'

'Consequential losses' are the reasonably foreseeable costs to the consumer in time and money because something went wrong with their goods or services.

Suppliers or manufacturers cannot write a term into their sales contract that says that they will not be responsible for extra loss suffered. This misleads the consumer about their legal right to compensation for consequential loss under the ACL.

This misleading conduct is a breach of the ACL. For more information on consequential loss—see Putting a value on consequential loss on page .

Allowances for recreational service providers



Consumer guarantees applying to goods

Summary

There are nine guarantees that apply to goods. The guarantees apply to suppliers and, in certain circumstances, manufacturers.

- Suppliers and manufacturers guarantee that goods are of acceptable quality when sold to a consumer—see page 10.
- Suppliers and manufacturers guarantee that their description of goods (for example, in a catalogue or television commercial) is accurate—see page 10.
- Suppliers and manufacturers guarantee that the goods will satisfy any extra promises made about them (express warranties)—see page 10.
- A supplier guarantees that goods will be reasonably fit for any purpose the consumer or supplier specified—see page 10.
- A supplier guarantees that goods will match any sample or demonstration model and any description provided—see page 10.
- A supplier guarantees they have the right to sell the goods (clear title), unless they alerted the consumer before the sale that they had ‘limited title’—see page 10.
- A supplier guarantees that no one will try to repossess or take back goods, or prevent the consumer using the goods, except in certain circumstances—see undisturbed possession page 10.
- A supplier guarantees that goods are free of any hidden securities or charges and will remain so, except in certain circumstances—see page 10.
- Manufacturers or importers guarantee they will take reasonable steps to provide spare parts and repair facilities for a reasonable time after purchase—see page 10.

ACL reference: sections 51–59

Acceptable quality

Suppliers and manufacturers guarantee that goods are of acceptable quality when sold to a consumer (other than goods sold by way of auction).

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However, a consumer may be entitled to a remedy for defects that they would not have found with even the most careful inspection.

- The consumer uses the goods in an 'abnormal' manner

Goods are not expected to be indestructible; a consumer's use of goods can affect the durability of those goods.

The guarantee of acceptable quality will not apply if the consumer:

- uses the goods abnormally
- causes the quality of the goods to become unacceptable
- fails to take reasonable steps to avoid the quality becoming unacceptable.

The law does not define 'abnormal use'.

However, examples of abnormal use include:

- a television is broken by an object hitting the screen
- a small electric lawnmower is used to mow four hectares every fortnight.

Match description

Suppliers and manufacturers guarantee that their description of goods (for example, in a catalogue or television commercial) is accurate. This does not apply to goods bought at auction.

A consumer who buys goods that do not match the description—for example the goods are a different colour or size—is entitled to a remedy.

A supplier or manufacturer cannot argue that the consumer inspected the goods before purchase and should have picked up any errors in the description.

Express warranties

Suppliers and manufacturers guarantee that any promises ('express warranties') made about things such as the quality, state, condition, performance or characteristics of goods will be satisfied. For more information—see Types of warranties on page .

CASE STUDY

A consumer bought a hair restoration package which included a 'personal hair laser' and a range of shampoo, conditioner and scalp treatments. The 2 (to)-3.3 (r)-29.2 (a)-6.1 (t)-14 (i)-0S (

Fit for any specified purpose

A supplier guarantees that goods will be reasonably fit for any purpose the supplier or consumer specifies.

Purpose specified by the supplier

A supplier guarantees that goods will be reasonably fit for any purpose that they told the consumer the goods would be fit for.

EXAMPLE

- A diver buys a watch, which the supplier says will be suitable for diving. A couple of weeks later, the diver goes for her first dive wearing the new watch, only to surface and see the dial filled with water. She would have the right to a remedy from the supplier.
-

Purpose specified by the consumer

Consumers might want goods to do a specific job or achieve a specific purpose, including for a purpose that is different from the normal purpose for which those goods are commonly supplied.

A supplier guarantees that goods will be fit for a specific job or purpose if the consumer, before buying the goods:

- expressly or implicitly told the supplier what they want to use the goods for
 - relied on the supplier's knowledge or expertise when deciding whether the goods were suitable for that use or purpose; and
 - it was reasonable for the consumer to rely on the supplier's knowledge and expertise.
-

EXAMPLES

- A consumer tells a car dealer that he wants a car capable of towing his boat. The dealer sells him a car that the dealer says will do that job. The car's normal purpose is to transport people but, as the consumer has told the dealer that he wants to use the car to tow a boat, then the car must be able to do so.
 - A consumer buys a middle-of-the range lawnmower, but does not mention to the supplier that she wants to use it to mow four hectares of land each week. Because she did not disclose her intended purpose, the lawnmower would only be expected to mow the lawn of an ordinary suburban house for several years without any significant problems. She cannot claim the lawnmower is not fit for purpose.
-

CASE STUDY

A consumer wished to buy a horse as a 'show hack', which is a horse that performs at horse shows.

The consumer found a horse for sale, described as having 'clean sound legs' and arranged for a pre-purchase examination by a veterinarian, which did not include X-rays. The consumer then asked the trader whether the horse had any problems with its legs and whether she should obtain X-rays. The trader advised that the horse had never had any problems and that the cost of X-rays would not be justified in this case (o)-3.e it arro.5 (h)- (ad a)0.5 (n)-6.2 (

Consumer guarantees applying to goods continued

Match sample or demonstration model

Suppliers guarantee that when a consumer buys goods based on their model or sample, the goods

Undisturbed possession of goods

A supplier guarantees that no one will try to repossess or take back goods bought by a consumer, or prevent the consumer from using those goods, except when:

- a consumer has not met their obligations under the sale, hire or lease contract
- before the sale, the supplier told the consumer that another person had a security interest over the goods
- the consumer hired or leased the goods and the hire or lease period has ended
- at the time of buying the goods, the consumer was aware the supplier only had limited title.

No undisclosed securities on goods

A supplier guarantees that goods bought by a consumer are free of any hidden securities or charges and will remain so, unless the security or charge was either:

- placed on the goods with the consumer's permission
- brought to the consumer's attention in writing before they bought the goods.

A supplier who makes it clear to the consumer there is limited title before sale can claim to have disclosed all known securities or charges over the goods.

EXAMPLE

- A financier claims to be owed money by the former owner of some goods, who may have used the goods as security for a loan. If the consumer did not know about the outstanding debt when buying the goods, the supplier would have to provide a remedy—for example, replacement goods.
-

Repairs and spare parts

Manufacturers or importers guarantee they will take reasonable steps to provide spare parts and repair facilities (a place that can fix the consumer's goods), for a reasonable time after purchase. This applies even if the consumer did not purchase the goods directly from the manufacturer or importer.

EXAMPLE

- A consumer drops his digital camera, which he bought new a year ago for \$, . He contacts the importer, as the manufacturer does not have an office in Australia, and asks where he can get it repaired. The importer advises they no longer supply parts for that model of camera. A reasonable consumer would expect a one-year-old camera valued at \$, to be repairable. The 'manufacturer' has not taken reasonable steps to provide spare parts or facilities, so the importer must provide a remedy. Given that a repair is not possible, the appropriate remedy would be to replace the goods or provide a refund.
-

How much time is 'reasonable'?

This will depend on the type of goods. For instance:

- it would be reasonable to expect that tyres for a new car will be available for many years after its purchase
- it may not be reasonable to expect that spare parts for an inexpensive children's toy are available at all.

When the guarantee on repairs and spare parts does not apply

A manufacturer or importer does not have to meet the guarantee on repairs and spare parts if they advised the consumer in writing, at or before the time of purchase, that repair facilities and spare parts would not be available at all or after a specified time.

When the consumer chooses a refund

The supplier must repay any money paid by the consumer for the returned goods, and return any other form of payment made by the consumer—for example, a trade-in.

If this is not possible, they must refund the consumer the value of the other form of payment.

A supplier must not:

- offer a credit note, exchange card or replacement goods instead of a refund
- refuse a refund, or reduce the amount, because the goods were not returned in the original packaging or wrapping.

A consumer will usually need to show a receipt or other 'proof of purchase'. For more information—see Receipts and other proof of purchase on page .

Services connected to returned goods (linked service contracts)

Consumers often buy goods linked to a contract for services. An example is a mobile telephone, often linked to a contract for network services.

A consumer who has returned goods within a reasonable time and is entitled to a refund, may also cancel the linked service contract. They can do this when returning the goods, or within a reasonable time.

Such contracts do not terminate automatically.

EXAMPLE

- A consumer signs up for a package that includes a modem and internet access. She rejects the modem because it turns out to be faulty but chooses to keep her internet connection. Alternatively, she could reject the faulty modem and cancel the connection.

A consumer who cancels a linked service contract is entitled to a refund or can refuse to pay for any services not yet received.

The supplier does not have to give a refund for any services the consumer has received up to the time they reject the related goods.

EXAMPLE

- A consumer subscribes to monthly editions of a cooking magazine for \$d fd.

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Responsibility for returning goods

When the consumer notifies the supplier they are returning the goods, the goods become the supplier's property.

The consumer must return the goods to the supplier unless the cost of returning, removing or transporting is significant; for example, due to the:

- size or height of the goods, or the way the goods are installed
- type of problem with the goods. For example, a consumer would not usually be able to remove a light fitting that has melted and stuck to a wall.

If the cost to the consumer would be significant, the supplier must collect the goods at their own expense and within a reasonable time.

Examples of goods a supplier would be likely to collect:

- a 100 cm TV
- a bed
- a swimming pool filter connected to a pool by fixed pipes
- an extension ladder stuck in the extended position.

When a consumer cannot reject goods

A consumer cannot reject goods when:

- the goods have been thrown away, destroyed, lost or damaged through no fault of the supplier, after delivery to the consumer
- the goods have been attached to other property and cannot be removed without damage. For example, removing wallpaper will damage it
- too much time has passed. The right to reject the goods runs from the date of supply to the consumer, until the fault or problem would reasonably be expected to appear. This depends on:
 - the type of goods
 - how a consumer is likely to use the goods
 - the length of time the goods could reasonably be used, and
 - the amount of use the goods could reasonably be expected to tolerate before the problem or fault became apparent.

Even if the consumer has lost the right to reject the goods, they will still have the right to keep the goods and ask for compensation for any drop in the goods' value caused by a failure to meet the consumer guarantees.

Remedies for minor problems with goods

If a failure of goods is not major and can be repaired within a reasonable time, the consumer cannot reject the goods and demand a refund.

They can ask the supplier to fix the problem. The supplier may choose to:

- provide a refund
- replace the goods
- fix the title to the goods, if this is the problem
- repair the goods.

EXAMPLES

- When there is a problem with the title to goods, the supplier may deal with the problem, for example, by paying the necessary money owed to the person who has a security interest in the goods to eliminate that person's interest.
- If the cost of repairing a faulty item is high

When a supplier is unable to repair goods

If a supplier cannot repair the goods (for instance, because the supplier does not have the requisite parts) or cannot do so within a reasonable time, the consumer can:

- reject the goods and seek either a refund or replacement; or
- have the goods fixed elsewhere and claim reasonable costs from the supplier.

EXAMPLE

- Several buttons came off a consumer's new shirt due to a manufacturing defect.

Prescribed requirements for repairs of consumer goods

A repairer of goods (whether or not this is the supplier) must notify the consumer of particular information before accepting the goods for repair, as follows:

- The repairer must tell the consumer if the repairer intends to replace defective goods with refurbished goods of the same type rather than repairing the problem with the original goods, or to use refurbished parts to repair the goods. The ACL Regulations prescribe certain wording about refurbished goods.

The wording is as follows:

Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

- For goods capable of storing data created by the user of the goods (user-generated data), the repairer must advise the consumer that repairing the goods may result in loss of the data. User-generated data includes, for example, songs, photos, telephone numbers and electronic documents.

Consumer guarantees applying to services

Summary

A supplier must meet the consumer guarantees of providing services:

- with due care and skill
- which are fit for any specified purpose
- within a reasonable time (when no time is set).

This means they must:

- use an acceptable level of skill or technical knowledge when providing the services; and
- take all necessary care to avoid loss or damage when providing the services.

Suppliers guarantee that services will be reasonably fit for any purpose specified by the consumer and any product resulting from the services are also fit for that purpose.

The supplier also guarantees to supply the service within a reasonable time. What is 'reasonable' will depend on the nature of the services.

ACL reference: sections –

Due care and skill

Suppliers guarantee their services are provided with due care and skill. This means they must:

- use an acceptable level of skill or technical knowledge when providing the services; and
- take all necessary care to avoid loss or damage when providing the services.

EXAMPLE

- A consumer hires a painter to paint her house. Before starting the job, the painter does not remove all of the old, flaking paint. Six months later, the new paint starts to flake. The painter has not met the 'due care and skill' guarantee.
-

CASE STUDY

A consumer hired a handyman to provide painting and tiling services in a guest house run by the consumer. In the course of tiling an en-suite, the handyman removed and re-installed a bath. The handyman failed to adequately tighten a plumbing fixture on the bath. The plumbing fixture leaked, causing damage to the paintwork in the room below the en-suite.

The consumer's case was heard at the Queensland Civil and Administrative Tribunal. The Tribunal found that the handyman had caused the water leak and that he had failed to perform work with due care and skill and that the work he performed was not fit for the purpose for which it was acquired. The Tribunal awarded damages to cover the cost of a plumber to remedy the handyman's failure by fixing the plumbing leak and to cover the consequential loss incurred in repainting the

Fit for a particular purpose

Suppliers guarantee that services will be reasonably fit for any purpose specified by the consumer and any products resulting from the services are also fit for that purpose.

EXAMPLE

- A consumer asks a carpenter to build a carport to cover his WD vehicle, which is two metres wide. If the carpenter builds a . m-wide carport that does not cover the car, the carpenter will not have met the 'fit

Services—dealing with problems

Summary

If services fail to meet a guarantee, a consumer will have rights against the supplier who will have to provide a 'remedy'—to put right a fault,



Who can the consumer claim a remedy from?

The supplier, if services do not meet the consumer guarantees as to:

- due care and skill
- fitness for particular purpose
- completion within a reasonable time (where no time was set).

Consequential loss

A consumer may also seek compensation from the supplier for any consequential or associated loss or damage resulting from failure to meet the consumer guarantees. The loss or damage must have been reasonably foreseeable and not caused by something outside human control.

EXAMPLE

- A consumer hired a trader to build a deck onto his house. The deck was not properly constructed and collapsed, injuring the consumer and causing damage to his outdoor furniture. The consumer may be entitled to compensation for his medical expenses and the repair or replacement of his outdoor furniture, in addition to a refund for the cost of the deck.

For more information—see Compensation for consequential loss on page .

What is a major failure?

A major failure with services is when:

- a reasonable consumer would not have acquired the services if they had known the nature and extent of the problem. For example, a reasonable consumer would not pay to have acrylic nares a -6.2 (t)-1k a

Compensation for consequential loss

Summary

A consumer can claim compensation for consequential loss from a supplier or manufacturer who failed to meet one or more of the consumer guarantees.

Compensation should put the consumer in the position they would have been in if the goods or services had met the consumer guarantees.

What is consequential loss?

Consequential loss is the cost to a consumer of a problem with goods or services. It is usually financial but can include other costs, such as lost time or productivity.

A consumer can claim compensation for consequential loss from a supplier or manufacturer who failed to meet one or more of the consumer guarantees.

The consumer can apply directly to the supplier for compensation. If the supplier declines or an agreement cannot be negotiated, the consumer can take the matter to formal dispute resolution services or pursue legal action.

For more information about dispute resolution, contact the relevant consumer protection agency (these are listed on page –).

Which losses are covered?

Suppliers and manufacturers will have to pay for losses that:

- resulted from their own failure to meet a consumer guarantee; and
- are reasonably foreseeable.

In other words, a consumer can recover losses that would probably result from a failure to meet the guarantee.

Suppliers and manufacturers do not have to pay for:

- problems unrelated to their conduct or the goods they supplied
- losses caused by something completely independent of the supplier, after the goods left their control.

EXAMPLES

- A consumer recently bought a car, which leaked oil on her driveway. A neighbour's dog ran through the oil and into the car owner's house, dirtying the carpet. The car dealer would not have to pay for carpet cleaning, as the dealer could not predict that a dog would run through the oil and into the house—the cost was not reasonably foreseeable.
- A consumer's washing machine breaks down due to a fault. As a result, there is water damage to carpet in part of the house. The supplier will be responsible for the cost of replacing the carpet damaged by flooding from the faulty washing machine, as it is reasonably foreseeable that water damage to flooring would result from a fault in a washing machine which causes it to leak.

Putting a value on consequential loss

It can be hard to put a dollar figure on consequential loss.

Compensation should put the consumer in the position they would have been in if the goods or services had met the consumer guarantees.

EXAMPLE

- A consumer used a liquid cleaner according to instructions on the pack to remove a stain on his new curtains. The product badly damaged a curtain in the living room. As the curtains were new, the supplier would probably have to meet the cost of replacement. Compensation would be less for curtains in poorer condition.
-

Types of warranties

Summary

There are different types of warranties that businesses (suppliers or manufacturers) voluntarily offer consumers. These warranties are always provided in addition to the consumer guarantees and do not override or limit consumers' rights under the ACL. Consumers may be entitled to a repair, replacement or refund even after any voluntary warranty or extended warranty has expired.

Express warranties

As a business you may make extra promises or representations verbally or in writing about the quality or standard of a good. This may for example refer to:

- the quality, state, conditions, performance or characteristics of the good
- what the good can do and for how long
- the availability of servicing, supply of parts or identical goods.

When you provide an express warranty, under the consumer guarantees you automatically guarantee that the goods will meet this warranty. If such a claim does not hold true, the consumer can assert their rights under the consumer guarantees.

EXAMPLE

- A supplier tells you automatic, 1(o)-2.8 (d)-1.9 (s w)-14.8 (i)2.7 (e)-5.7 ((o)-3.3 (r r)23.3 (r)-38y o)-3.su1.2 (d)1.7 (25.3 (b(

EXAMPLES

-

Types of warranties continued

Mandatory text

In addition to the requirements above, a document detailing a warranty against defects must include mandatory text to ensure consumers are aware that any warranty against defects operates in addition to consumers' rights under the ACL. This mandatory text is:

'Our goods come with guarantees that cannot be

Consumer claims against the manufacturer

Summary

Consumers will usually deal with suppliers but may sometimes ask the manufacturer to fix a problem. Manufacturers are responsible for meeting certain consumer guarantees.

A manufacturer includes a person or business that:

- makes or puts goods together
- has their name on the goods; or
- imports the goods (if the maker does not have a place of business in Australia).

ACL reference: Part – , Division

How much compensation does the

When is a manufacturer responsible?

As stated previously, a consumer is entitled to recover damages from a manufacturer/importer if goods fail to meet the consumer guarantees for:

- acceptable quality
- matching description (where the description was applied by the manufacturer/importer)
- repairs and spare parts
- express warranties.

The manufacturer must honour a consumer's rights under consumer guarantees, regardless of whether the goods are covered by any other warranty.

What if the manufacturer fails to honour an express warranty?

If the manufacturer refuses to honour an express warranty or fails to do so within a reasonable time, the consumer can take legal action to enforce the warranty in a tribunal or court.

The consumer can also:

- assert their rights under the consumer guarantees
- ask for compensation for consequential loss due to the manufacturer's failure to meet the warranty—see Compensation for consequential loss on page .

What if the manufacturer did not cause the problem?

What if there is no express warranty?

If there is no express warranty and the manufacturer has not met a consumer guarantee, the consumer can assert their rights under the consumer guarantees.

Limits on compensation for non-household goods or services

Suppliers and manufacturers can limit their

When a supplier fixes a problem that is not their fault

(manufacturer's indemnity)



Glossary and abbreviations

TERM	DEFINITION
acquire	to take possession of something by hiring, leasing or buying it, or by exchange or gift.
body corporate	includes a company registered under the Corporations Act (Cth), an incorporated association, a co-operative or an owners corporation.
buy	see 'acquire'
consumer	<p>a person who buys:</p> <ul style="list-style-type: none">any type of goods or services costing up to \$, (or any other amount stated in the ACL Regulations)goods or services costing more than \$, which would normally be for personal, domestic or household use; orgoods which consist of a vehicle or trailer used mainly to transport goods on public roads. <p>Australian courts have said that the following are not normally used for personal, domestic or household purposes:</p> <ul style="list-style-type: none">an air seeder—Jillararra Grazing Co v John Shearer Ltd [FCA]a large tractor—Atkinson v Hastings Deering (Queensland) Pty Ltd [] FCRan industrial photocopier—Four Square Stores (QLD) Ltd v ABE Copiers [] ATPR – at , .
goods	<p>include, among other things:</p> <ul style="list-style-type: none">animals, including fishgas and electricitycomputer softwaresecond-hand goodsships, aircraft and other vehiclesminerals, trees and crops, whether on or attached to landany component part of, or accessory to goods.
liability	an obligation to put right a problem—for example, fixing a defective product, providing compensation or taking other action.

TERM	DEFINITION
manufacturer	includes a person who: <ul style="list-style-type: none"> grows, extracts, produces, processes or assembles goods holds him/herself out to the public as the manufacturer of goods causes or permits his/her name, business name or brand mark to be applied to goods he/she supplies permits him/herself to be held out as the manufacturer by another person; or imports goods into Australia where the manufacturer of the goods does not have a place of business in Australia.
remedy	an attempt to put right a fault, deficiency or a failure to meet an obligation
services	include duties, work, facilities, rights or benefits provided in the course of business, for example: <ul style="list-style-type: none"> dry cleaning installing or repairing consumer goods providing swimming lessons lawyers' services.
supplier	someone who, in trade or commerce, sells goods or services and is commonly referred to as a 'trader', 'retailer' or 'service provider'.
supply	includes: <ul style="list-style-type: none"> in relation to goods—supply (including re-supply) by way of sale, exchange, lease, hire or hire-purchase in relation to services—provide, grant or confer.

Abbreviations

- ACCC Australian Competition and Consumer Commission
- ACL Australian Consumer Law
- ALR Australian Law Reports
- ASIC Australian Securities and Investments Commission
- ATPR Australian Trade Practices Reporter
- CCA Competition and Consumer Act (Cth)
- FCA Federal Court of Australia
- FCR Federal Court Reports
- QCAT Queensland Civil and Administrative Tribunal
- QCATA Queensland Civil and Administrative Tribunal Appeals



