



Advice from Alan

Consumer Guarantees – goods

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If a consumer acquires goods from a seller in trade, the seller is liable

under the Consumer Guarantees Act to guarantee the quality of the goods. Those guarantees include that the goods are fit for all purposes for which they are normally used, of acceptable appearance and finish, free from minor defects, and safe and durable.

These guarantees are what a reasonable consumer would regard as acceptable having regard to the nature of the goods, the price, any statements on the label or packaging, and representations made by the seller or manufacturer. There is also a guarantee that if the purchaser makes known the purpose for which they are purchasing the goods, the goods will be fit for that purpose. Goods must also comply with their description and any sample provided. Repair and spare parts facilities must also be in place for a reasonable period.

If the contract is for the supply of both services and materials, the supplier is liable for the quality of the materials supplied.

If the goods are not of an acceptable

quality, the buyer may require the seller (not just the manufacturer who has their own responsibilities) to remedy the failure within a reasonable time. If the seller fails to remedy the failure, the buyer can have it fixed or replaced elsewhere and obtain all reasonable costs of the repair or replacement. The buyer can also reject the goods if the failure is of a substantial character. Normally the seller has the option to repair the goods, replace the goods, or refund the purchase cost (in cash). Other reasonable damages can also be claimed by the buyer. If the goods are replaced, the new goods come with a new set of guarantees, so the reasonable length of time starts again.

Consumers should not be put off by a retailer who says it is outside the manufacturer's warranty period. That manufacturer's warranty is a separate obligation and often the reasonable time goods should last is many years beyond the one year offered by the manufacturer's warranty. The seller is separately liable to guarantee that the goods will last for that reasonable period and for plenty of household appliances to last for many years.