



YOUR CONSUMER RIGHTS (GOODS)

A QUICK GUIDE TO THE
CONSUMER GUARANTEES ACT



MINISTRY OF CONSUMER AFFAIRS
MANATŪ KAIHOKOHOKO

New Zealand Government

The Consumer Guarantees Act

If you purchase consumer goods for personal use you're covered by the guarantees made in the Consumer Guarantees Act.

This law does not apply to goods bought at auction or by competitive tender.

If these guarantees are broken, you have rights to get your problem sorted out.

Your guarantees

When you buy goods they are covered by six guarantees. These are:

- 1) **Acceptable quality.** Goods you buy must be undamaged, safe, fit for their purpose and last for a reasonable time.
- 2) **Fit for their particular purpose.** If you tell the retailer you want the goods to do something specific, the goods must also be fit for that purpose – e.g. if you told a trader you wanted a toaster that defrosts too, the toaster you're sold must do this job.
- 3) **Match the description.** Goods must be what they are described as – e.g. when you order from a catalogue, what arrives must be what it said it would be!
- 4) **Match the demonstration model.** If you're shown goods in a showroom, what you get must be the same as what you saw.
- 5) **Right to sell.** The retailer must have the right to sell you the goods. There can't be any money owing on the goods unless you're told about it.
- 6) **Reasonable price.** This only applies if no price is set or agreed upon before sale.

Your rights

If you've bought goods which turn out not to meet the guarantees, go to the retailer and explain the problem. If the goods are faulty, the rights you have depend on the seriousness of the fault:

Minor faults – The retailer can either: repair the goods, give you a replacement or give you a refund. If they choose to repair the goods they have to do it in a reasonable time.

Major faults – If the problem is major or can't be fixed, you can return the goods and choose between a refund or a replacement. Or, you can choose to keep the goods but ask for compensation to make up for the loss in value because of the fault.

Q&As

The retailer says I have to go to the manufacturer. Do I?

No. If you go back to the retailer they must provide a remedy. If a retailer tells you have to go to the manufacturer they are misleading you.

Can I choose to go directly to the manufacturer?

Yes, you can go directly to the manufacturer where goods are not of acceptable quality, or do not comply with the manufacturer's description. If the goods were imported you can go to the importer.

There is also a guarantee which applies only to manufacturers: the manufacturer must make sure that spare parts and repair facilities are available for a reasonable time afterwards, unless you are told otherwise.

What happens if the retailer or manufacturer won't sort out the problem?

You may have to think about taking the matter further, to the Disputes Tribunal. The Tribunal is an informal and inexpensive way to resolve a complaint under the Act.

Getting more information

The Ministry of Consumer Affairs produces a range of resources.

This leaflet is designed to give you a brief summary of the Consumer Guarantees Act.

More detailed information on the Act is available in the booklet:

Your Consumer Rights – A Guide to the Consumer Guarantees Act (Goods).

Further information is also available on our website.

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This leaflet sets out the Ministry's interpretation of the Consumer Guarantees Act.

This leaflet should not be used as a substitute for specialist legal advice.

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