

Australian Consumer Law (ACL) – new mandatory wording – warranties for supply of services

This will affect members that supply 'services' (such as appliance installation, replacement, maintenance or repair).

www.legislation.gov.au/Details/F2018C00720

<https://static.treasury.gov.au/uploads/sites/1/2018/01/Competition-and-Consumer-Amendment-Australian-Consumer-Law-Review-Regulations-2018.pdf>

The Competition and Consumer Regulations 2010 (Cth) now require mandatory wording where a warranty against defects is provided in connection with the supply of services or the supply of goods or services together. Where a warranty is provided for a service, the following mandatory text must be provided:

“Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.”

Previously, the mandatory text was only required where a warranty was provided in connection with the supply of goods. **Traders have until 9 June 2019 to be compliant with these changes.** This timeframe is very short, we would be interested to hear from members if this poses problems.

Please email info@gamaa.asn.au



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