ANALYSIS

24. Manufacturer's express warranties relating to the goods.
23. Consumer's opinion of goods.
22. Consumer's opinion of goods.
18. Consumer's opinion of goods.
17. Consumer's opinion of goods.
15. Consumer's opinion of goods.
13. Consumer's opinion of goods.
11. Consumer's opinion of goods.
8. Consumer's opinion of goods.
7. Consumer's opinion of goods.
6. Consumer's opinion of goods.
5. Consumer's opinion of goods.
3. Consumer's opinion of goods.
2. Consumer's opinion of goods.
1. Consumer's opinion of goods.

Queen's Representative

C.Y. Geidt

His Assent 27th November 2008

In the name and on behalf of Her Majesty Queen Elizabeth the Second I hereby assent to

Examinined and certified by:

Consumer Guarantees

No. 21

2008
Part 1.  General Guarantees in Respect of Goods and Services

Section 2.  Consumer Guarantees

4.  No guarantees are included where: 
   a. the goodwill of the seller is at issue; 
   b. the goodwill of the manufacturer is at issue; 
   c. the goodwill of the retailer is at issue; 
   d. the goodwill of the wholesaler is at issue.

5.  Exceptions in respect of guarantees include:

   a. guarantees that are not applicable to consumer units; 
   b. guarantees that are not applicable to consumer units in the event of fraud; 
   c. guarantees that are not applicable to consumer units in the event of negligence.

6.  Any guarantees that are not applicable to consumer units shall be void.

7.  Exceptions to guarantees include:

   a. guarantees that are not applicable to consumer units in the event of fraud; 
   b. guarantees that are not applicable to consumer units in the event of negligence.

8.  Any guarantees that are not applicable to consumer units shall be void.

9.  Exceptions to guarantees include:

   a. guarantees that are not applicable to consumer units in the event of fraud; 
   b. guarantees that are not applicable to consumer units in the event of negligence.

10. Any guarantees that are not applicable to consumer units shall be void.

11. Exceptions to guarantees include:

   a. guarantees that are not applicable to consumer units in the event of fraud; 
   b. guarantees that are not applicable to consumer units in the event of negligence.

12. Any guarantees that are not applicable to consumer units shall be void.

13. Exceptions to guarantees include:

   a. guarantees that are not applicable to consumer units in the event of fraud; 
   b. guarantees that are not applicable to consumer units in the event of negligence.

14. Any guarantees that are not applicable to consumer units shall be void.

15. Exceptions to guarantees include:

   a. guarantees that are not applicable to consumer units in the event of fraud; 
   b. guarantees that are not applicable to consumer units in the event of negligence.

16. Any guarantees that are not applicable to consumer units shall be void.

17. Exceptions to guarantees include:

   a. guarantees that are not applicable to consumer units in the event of fraud; 
   b. guarantees that are not applicable to consumer units in the event of negligence.

18. Any guarantees that are not applicable to consumer units shall be void.

19. Exceptions to guarantees include:

   a. guarantees that are not applicable to consumer units in the event of fraud; 
   b. guarantees that are not applicable to consumer units in the event of negligence.

20. Any guarantees that are not applicable to consumer units shall be void.

21. Exceptions to guarantees include:

   a. guarantees that are not applicable to consumer units in the event of fraud; 
   b. guarantees that are not applicable to consumer units in the event of negligence.

22. Any guarantees that are not applicable to consumer units shall be void.

23. Exceptions to guarantees include:

   a. guarantees that are not applicable to consumer units in the event of fraud; 
   b. guarantees that are not applicable to consumer units in the event of negligence.

24. Any guarantees that are not applicable to consumer units shall be void.

25. Exceptions to guarantees include:

   a. guarantees that are not applicable to consumer units in the event of fraud; 
   b. guarantees that are not applicable to consumer units in the event of negligence.

26. Any guarantees that are not applicable to consumer units shall be void.

27. Exceptions to guarantees include:

   a. guarantees that are not applicable to consumer units in the event of fraud; 
   b. guarantees that are not applicable to consumer units in the event of negligence.

28. Any guarantees that are not applicable to consumer units shall be void.

29. Exceptions to guarantees include:

   a. guarantees that are not applicable to consumer units in the event of fraud; 
   b. guarantees that are not applicable to consumer units in the event of negligence.

30. Any guarantees that are not applicable to consumer units shall be void.

31. Exceptions to guarantees include:

   a. guarantees that are not applicable to consumer units in the event of fraud; 
   b. guarantees that are not applicable to consumer units in the event of negligence.

32. Any guarantees that are not applicable to consumer units shall be void.

33. Exceptions to guarantees include:

   a. guarantees that are not applicable to consumer units in the event of fraud; 
   b. guarantees that are not applicable to consumer units in the event of negligence.

34. Any guarantees that are not applicable to consumer units shall be void.
other goods or items on land.

(iii) In the case of goods, resulting or having in fact
production or manufacture of

(iv) Consuming them in the course of a process of

(v) Expending them in trade or

(p) Purposes of or resulting from or supplying the goods or services, for the

(s) Does not include the goods or services, or hold himself or

(t) Use of consumer goods for personal, domestic, or household

(u) Acquires from a supplier, goods or services of a kind

(v) "consumer" means a person who

(a) Whether free of charge or not

(b) Any interest in land is acquired or disposed of

(c) Goods or services are acquired or supplied of

(d) Not of

(e) Any interest in land is acquired or disposed of

(f) Interest in goods or services by means of

(g) "business" means

(h) "interest" in relation to services includes to accept the services

(i) Of the purchase of

(j) Purchase of or expenditure and also means the like or kind

(k) In relation to goods means to obtain by way of

(l) "bundle" in relation to (1) in this Act, unless the context otherwise requires

(m) 2. The Act shall come into force on the 1st December 2008.

(C) Consumer (Guarantees) Act 2008

1. Short title and commencement - (1) This Act may be cited as the

(C) BE IT ENACTED by the Parliament of Cook Islands in Session assembled, and by the

(R) Be it enacted that the law entitled to

(R) vehicle dealers and

(R) Amendment to Motor Vehicle Dealers Act

(R) Consumers Guarantee Act

50. Amendment to Motor Vehicle Dealers Act

81. Application of act

3. Amendment to Motor Vehicle Dealers Act

2008, No. 21
"security includes charge and encumbrance;"

place", "includes other consideration in any form;

assumption of personal, whether movables or not;

"avoid", "includes a local authority, every public body, and any

"Government", in relation to goods, means the General Property in the

important, does not include a cook brand subsidiary of a lotation

company piece of business in cook brands (a) in relation to a

permit which may be granted in the goods;

any person who holds the brand or mark of goods on account of

assumption, production or processing of processing goods, and includes

"manufacturer", means a person who carries out the business of

assistance that is sufficiently noticeable and is not designed for residential

includes a whole building erected to lend itself to the use of the building;

brand, marks, etc., whether or without any ground;

brands, marks, etc., whatever;

"property;"

"goods", includes

"promotion by means of the supply or use of the goods;"

"expression is given or made in connection with the

expression is given or made in connection with or

expression is given or made in connection with the

expression is given or made in connection with the

expression is given or made in connection with any goods, means in undertaking;

"Court", means the High Court;
of goods or services of the kind, quality, and performance described or by model number, or if no such description or number exists, to conform to any 2008 No. 21
Consumer Guarantees

5
The supply is delivered by or with the express consent of the consumer. Any "undisclosed security" referred to in this section means any security that was either disclosed to the consumer in writing before the act or agreement to which the section applies.

When the consumer takes the goods, the time when the goods are taken is the time when the consumer takes delivery of the goods or a written copy of the part interest taken.

A reference in subsection (1)(a) to "supply of the goods" to the consumer at the time when that supply of the goods means a written copy of the agreement for supply of goods.

The general nature and effect of the variation enable a reasonable consumer to understand the goods could be affected, subject to the consumer's right to undisturbed possession of the goods after it has been notified in accordance with the agreement for supply of the goods. If the consumer receives a written copy of the agreement referred to in subsection (1)(i) of the section in writing by the consumer, the consumer may require the contents of the agreement to be recorded in writing by the consumer, or by a person acting on behalf of the consumer or a person acting on behalf of the consumer.

A written copy of the agreement referred to in subsection (1)(i) of the section in writing by the consumer, or a person acting on behalf of the consumer or a person acting on behalf of the consumer, shall be provided to the consumer or a person acting on behalf of the consumer.

The consumer's right to undisturbed possession of the goods is not affected by the consumer's right to unconditionally consent to the supply of the goods.

The goods supplied to the consumer shall not be subject to any other right or remedy under any other law of the consumer.

All goods supplied to the consumer are subject to the provisions of this Act and in the event of any goods being supplied to the consumer, any breach of contract by the consumer shall be deemed to be a breach of this Act.

This Act shall have the Crown. The rights and remedies provided in this Act are in addition to any other rights or remedies under any other law of the consumer.

The rights and remedies provided in this Act are in addition to any other rights or remedies under any other law of the consumer.

Guarantees in respect of supply of goods

PART I

Concluded by necessary implications clearly inherent in the supply of any goods under this Act by express provision or otherwise, the provisions of any other Act or these or by any other Act or these shall be deemed to be in addition to the rights and remedies provided in this Act and in the event of any breach of contract by the consumer, any breach of contract by the consumer shall be deemed to be a breach of this Act.

In any case where it is necessary under this Act to determine the
Goods and services. A reasonable consumer would expect to obtain from the goods and services, which are accompanied with the guarantee of acceptability, the goods that have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable. Goods will not fail to comply with the guarantee of acceptability if:

(a) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(b) the goods are acceptable if the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(c) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(d) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(e) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(f) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(g) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(h) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(i) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(j) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(k) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(l) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(m) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(n) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(o) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(p) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(q) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(r) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(s) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(t) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(u) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(v) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(w) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(x) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(y) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

(z) the goods have been described in a manner so as to be rendered as having been specifically drawn to the consumer’s attention for the purpose of being acceptable.

1. For the purposes of section 6 of this

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that the consumer will have a reasonable opportunity to ensure that the goods correspond with the sample or a sample of the goods corresponding with the description.

10. Consumer guarantees that the goods correspond with sample - (1) Subject to section 41 of this Act, where goods are supplied to a consumer by the manufacturer, the supplier or the retailer in accordance with the guarantee, the guarantee is that the goods correspond with the sample or a sample of the goods corresponding with the description.

(2) Where the goods fail to comply with the guarantee in this section in accordance with the guarantee in this section and in section 41 of this Act, where goods are supplied to a consumer by a supplier or retailer, the guarantee that the goods correspond with the description, the guarantee that the goods supplied by virtue of section 41 of this Act are supplied by a retailer or supplier where the goods fail to comply with the guarantee in this section, and any guarantee in this section, do not apply where the goods are not supplied for the purposes of this Act.

11. Consumer guarantees that the goods correspond with sample - (1) Subject to section 41 of this Act, where goods are supplied to a consumer by a supplier or retailer in accordance with the guarantee, the guarantee is that the goods correspond with the sample or a sample of the goods corresponding with the description.

(2) Where the goods fail to comply with the guarantee in this section in accordance with the guarantee in this section and in section 41 of this Act, where goods are supplied to a consumer by a supplier or retailer, the guarantee that the goods correspond with the description, the guarantee that the goods supplied by virtue of section 41 of this Act are supplied by a retailer or supplier where the goods fail to comply with the guarantee in this section, and any guarantee in this section, do not apply where the goods are not supplied for the purposes of this Act.

12. Consumer guarantees that the goods correspond with sample - (1) Subject to section 41 of this Act, where goods are supplied to a consumer by a supplier or retailer in accordance with the guarantee, the guarantee is that the goods correspond with the sample or a sample of the goods corresponding with the description.

(2) Where the goods fail to comply with the guarantee in this section in accordance with the guarantee in this section and in section 41 of this Act, where goods are supplied to a consumer by a supplier or retailer, the guarantee that the goods correspond with the description, the guarantee that the goods supplied by virtue of section 41 of this Act are supplied by a retailer or supplier where the goods fail to comply with the guarantee in this section, and any guarantee in this section, do not apply where the goods are not supplied for the purposes of this Act.
GENERAL PROVISIONS

1. The document was given to the consumer with the authority of the manufacture.

2. The absence of a document shall be presumed to have been made by the manufacturer in connection with the supply of those goods which appear to have been made by the manufacturer of the goods in question. An express guarantee given by a manufacturer in connection with the supply of those goods shall be presumed to have been made by the supplier of those goods.

3. Where goods are supplied to a consumer, the manufacturer shall include in a document relating to that guarantee, express guarantees given by a manufacturer in connection with the supply of those goods.

4. A consumer has the right to receive a guarantee from the manufacturer or supplier of those goods.
Section 27 of the Act: Where the failure to comply with the guarantee, the
Goods Shall Not Be In Respect of Consumers who Have
Guarantees are made to the consumer in respect of a
the goods would have complied with the guarantee of
consumer, the consumer may contract a right of redress against a supplier of
Goods over the goods, or the consumer has a right of redress against a supplier of
Right of Redress Against Suppliers in Respect of Supply of
the goods to the consumer, with the guarantee of acceptable quality,

15. Consumers Guarantees - The guarantees in this Part of this Act
apply whether or not the goods are supplied in connection with a service.

16. Consumers Guarantees - The guarantees in this Part of this Act
apply whether or not the goods are supplied in connection with a service.

17. Exception in respect of guarantees as to acceptable quality

18. Consumers Guarantees - The guarantees in this Part of this Act
apply whether or not the goods are supplied in connection with a service.
(a) the type of goods;
(b) the defect or apparent apparent appearance thereof referred to in subsection (1)(b) of this section has arisen (or, in the case of personal property and they cannot be detected or discovered); or
(c) the goods have been disposed of or thereafter delivered to the consumer.

The goods were damaged after delivery to the consumer or
(d) the consumer has not been notified by the supplier of the goods of the manner of subsection (2) of this section of
(e) the right is not exercisable within a reasonable time when

by this Act shall not apply.

(1) The right to reject goods conferred by this Act shall not apply.

Provisions Relating to Rejection of Goods

(a) in the case of perishable goods, or
(b) in the case of any other goods, the replacement goods shall apply to
(c) the replacement goods, and
(d) the supplier may carry out the work of replacing the goods, but shall in any case where the

- The requirement to remedy a failure of any goods to comply with a guarantee
- A supplier may carry out the work of replacing the goods, but shall in any case where the
Clause 22: The consumer shall exercise the right to reject goods under this Act by notifying the supplier of the decision to reject the goods in writing. If the supplier fails to remove, return or refund the goods within a reasonable time, the consumer may return the goods or have them removed at the supplier's expense.


Where the goods are returned to the supplier in accordance with this section, the supplier is required to ensure that the goods are in a condition as close as possible to the condition in which they were delivered. If the goods are not returned in a condition that is as close as possible, the consumer shall be entitled to a refund or a price reduction.

The consumer may also make a complaint to the appropriate regulatory body if the supplier fails to comply with the provisions of this section.

For the purposes of Section 183 of the Sale of Goods Act 1990, the determination of the compensation payable to the consumer shall be based on the following factors:

- The nature and extent of the defect or non-conformance
- The price paid by the consumer for the goods
- The current market value of the goods
- The time and cost of making the goods fit for their intended purpose
- The inconvenience caused to the consumer as a result of the defect or non-conformance
- The consumer's reliance on the supplier's representation or warranty
- Any other relevant factor

The consumer may also seek assistance from the Consumer Council or a similar organization if they believe that their rights under Section 183 have been breached.

Consumer Guarantees

2009, No. 21

12
Right of Address Against Manufacturers

Part 2

Supply of Goods

Right of Redress Against Manufacturers in Respect of

2.4. Where a consumer acquires goods from a supplier

shall apply to the replacement goods.

to a consumer.

of this section.

of this section.

of this section.

of this section.

of this section.

of this section.

of this section.

of this section.

of this section.

Where a consumer acquires goods from a supplier

in respect of the replaced goods.

in respect of the replaced goods.

in respect of the replaced goods.

Manufacturers - Subject to section 25, a consumer shall have a right of redress against manufacturers where consumers have Right of redress against Manufacturers.

25. Consumers where complaints have Right of redress against Manufacturers.
27. Consumers Guarantees

Section 25 of the Act, there shall be no right of action against the manufacturer under

Section 22 of the Act, if the goods were not manufactured in accordance with the guarantee in this section 22 of the Act.

If the goods fall to comply with the guarantee then the consumer is to report

(a) the goods and particulars in section 12 of this Act;

(b) the goods fall to comply with the guarantee as to reflect

(c) 2008, No. 21

Consumers Guarantees
PART 4
GUARANTEES IN RESPECT OF SUPPLY OF SERVICES

of the definition of "consumer" in section 2 of this Act.
from or through a consumer unless where expression includes the owner of a vehicle or
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The section shall not apply to any action for negligence goods.
the person who acquires the goods from or through the consumer is entitled by an
and sell with reasonable care and skill.

29. (a) Where services are supplied to a consumer there is a guarantee that the service will be

28. (a) Where the guarantee is to a reasonable price or quality, and any
(b) Where the guarantee is to a reasonable price or quality, and any
(c) Where the guarantee is to a reasonable price or quality, and any

Consumers Guarantees
2008, No. 2. 15
of the service, in accordance with section 32 of the Contracts (Rights of Consumers) Act 2014

Part 5

Rights of Address Against Suppliers in Respect of Consumer Guarantees

2. Neither the supplier nor the manufacturer shall have any liability for the performance of the guarantee to the extent that the guarantee is not a guarantee of the supplier in the sense of section 32 of the Contracts (Rights of Consumers) Act 2014.
The provisions relating to cancellation are as follows:

36. Failure to comply with a requirement to return goods under section 18.

37. Application of right to cancel contract - Where the service is to be supplied:

38. Exceptions to right of consumer against supplier in relation to services.

39. Consumers Guarantees 2008, No. 21
this Act or

supply a duty

Nothing in this Part of this Act shall

whether included under this section will be

duty of any of any enforcement with imposition on the

supply of

any other person if it is material for him or her to know

any person claiming damages or under the control of the

the consumer or

no application for an order under this section may be made by

any party to make such an order

all relevant circumstances. It would in the opinion of the Court be unenforceable to

any party, whether before or after the cancellation of the contract, that

any cause of interest in any property acquired by him or her right and for

No order shall be made under this section in respect of any

valuable consideration.

in full or in part, and

would have been able to perform the contract in which case

the contract to which the supplier of the consumer was of

in full or in part, and

and shall have been immunised by the supplier of the consumer of

in the opinion of the consumer of the supplier or the service,

subject to the terms and conditions as the Court thinks fit, shall be

determination by the Court of the supplier in full or in part, and

reason of any category done by the supplier in the course of

and any benefit or advantage obtained by the consumer by

in the course of any provision of it may be made open and

subject to the terms and conditions as the Court thinks fit, shall be

and any party to the proceedings to do or refrain from

without prejudice to any right to recover damages, direct

Consumers Guarantees

2008, No. 21
provided other - (a) that the agreement is in writing;

agreement under the agreement for services for the purposes of a business
between a supplier and a consumer who supplies or holds himself or herself as
Notwithstanding any provision to the contrary in any agreement
section and in sections 40 and 41 the provisions of this Act shall have effect
Subject to this Act.

(2) No contract shall be excepted from business transactions

be available for those goods after the expiration of that period.
be available for those goods after the expiration of the period of the
be available for those goods after the expiration of the period of the
be available for those goods after the expiration of the period of the
be available for those goods after the expiration of the period of the

(2) Where reasonable action is taken to notify the consumer who

be available for those goods after the expiration of the period.
be available for those goods after the expiration of the period.
be available for those goods after the expiration of the period.
be available for those goods after the expiration of the period.
be available for those goods after the expiration of the period.

(3) Nothing in this Act shall apply in a case where goods are supplied-

supply is made-

supply is made-

supply is made-

supply is made-

supply is made-

(4) Exceptions - (1) Nothing in this Act shall apply in cases where services are supplied-

Exceptions - (1) Nothing in this Act shall apply in cases where services are supplied-

Exceptions - (1) Nothing in this Act shall apply in cases where services are supplied-

Exceptions - (1) Nothing in this Act shall apply in cases where services are supplied-

Exceptions - (1) Nothing in this Act shall apply in cases where services are supplied-

Miscellaneous provisions

connection with proceeding before the Court.

connection with proceeding before the Court.

connection with proceeding before the Court.

connection with proceeding before the Court.

connection with proceeding before the Court.

2008, No. 21
General Provisions

under this Act from agreeing to settle of compensation for claims
(7) Nothing in subsection (1) prevents a supplier who has a claim
provided a remedy under this Act
that he remedies provided by this Act, or
(8) by this Act, or
imposed a greater duty on the consumer than he imposed
(9) Nothing in subsection (1) shall prejudice any claim in an
agreement between a supplier and a consumer to the extent that the term
as well on the supplier of those goods.
(10) Where an agreement of the kind described in subsection (2)
section 26 of the Sale of Goods Act 1969 shall be read subject to
supplier’s business.

Consumers Guarantee

2008, No. 21
Amendment to the Supply of Goods Act 1998

Amend 2008 applies to any supply of goods to which the Consumer Guarantees Act applies.

Section 10 in section 13, 17 or section 20 of this Act applies to any supply of goods to which the Consumer Guarantees Act applies. Nothing in this section prevents the application of section 12 of this Act to any supply of goods to which the Consumer Guarantees Act applies.

Amendment to the Sale of Goods Act 1998

$5.000

Consignment provided in excess of an agreed value of the goods, or any money paid on or before delivery of the goods, or the other party agrees to pay the amount exceeding $5.000 in full.

The payer or any person who agrees to pay the amount exceeding $5.000.

A Justice of the Peace may make an order under section 39 of this Act.

A Justice of the Peace may make an order under section 39 of this Act.

4. The remedy under this Act is available to the consumer under the contract or the consumer under the contract at the time of the consummation of the contract or the consumer under the contract at the time of the consummation of the contract.

The remedy under this Act is available to the consumer under the contract.

A supplier who is required to make a payment under a contract of supply shall not exceed the amount of the right of a supplier under a contract of supply unless the amount of the right of a supplier under a contract of supply is made by the supplier through the operation of this section.

Subsection (1) of this section.

Without prejudice to any other rights of a supplier or any other rights of a consumer under this Act or any other rights of a consumer under this Act or any other rights of a consumer under this Act or any other rights of a consumer under this Act.
This Act is administered by the Ministry of Internal Affairs.

Application of Act

Section 31. Application of Act - This Act does not apply to any contract for the supply of goods or services made before the commencement of this Act.

Amendments to Motor Vehicle Dealers Act 1996

The Act 1971 is hereby amended by inserting, after section 16, the following section:

Section 16A. Exclusion where Consumer Guarantees Act 2008 Applies

Nothing in sections 11 to 14 of the Act shall apply to any supply of goods to which the Consumer Guarantees Act 2008 applies.