

Email

ACCC Response (Refe...

Priority	Due	Status Reason	Owner
Normal		Sent	Corey Le Mesurier

Email

Direction Outgoing

From Infocentre

To

Cc

Bcc Corey Le Mesurier

Email Classification UNCLASSIFIED

Subject ACCC Response (Reference: REF1935665) [SEC=UNCLASSIFIED]

Select Template

Dear

Thank you for your email of 21 June 2016 to the Australian Competition and Consumer Commission (ACCC) about your airfryer. Your reference number for this matter is REF1935665.

Source

We are unable to provide legal advice so I cannot advise on your warranty contract rights. However, I have provided general information about our consumer protection laws below as well as steps you can take to try to resolve this problem. If you do not believe that your airfryer is of acceptable quality then you may be entitled to seek a repair or a replacement from the retailer.

You should write to the supplier to try to resolve this problem. If that does not work you should contact the New South Wales Fair Trading on 13 32 20.

NSW Fair Trading may be able to assist you with this matter. They can mediate some disputes but they cannot enforce a resolution. Unlike NSW Fair Trading, the ACCC does not have a dispute resolution service.

Although we do not have a dispute resolution service we have recorded your complaint. Complaints like yours help us understand what issues cause the most

Released under FOI

harm to Australian consumers and where best to use our resources. You can find out about our priorities on our website.

Our website also has information about 'consumer guarantees' which provide you with a number of rights. Our guide to these rights is called Consumer guarantees—a guide for consumers. The section of this guide most relevant to you is 'Acceptable quality' (page 5). This guarantee requires that goods you buy are acceptable in appearance and finish, free from defects, safe and durable. You cannot rely on this guarantee if you bought the goods at auction or from a private seller, if you damaged the goods by misusing them, or if you examined the goods prior to buying them and should have been aware of the problem.

Warranties are separate from your automatic consumer guarantees. The consumer guarantees which apply regardless of any warranties suppliers sell or give to you, apply for a reasonable time depending on the nature of the goods or services. This means consumer guarantees may continue to apply after the period for the warranty has expired.

A warranty is a voluntary promise offered by the person or business who sold the product or service to you. Once you buy the product or service, the promise becomes a right that can be enforced under the Australian Consumer Law.

Please see our website for more information about the ACCC.

I hope the above information is helpful.

Yours sincerely

Corey

**Public Information Officer | Infocentre
Australian Competition and Consumer Commission
23 Marcus Clarke Street Canberra 2601 | www.accc.gov.au
T: 1300 302502**

 @accgovau  ACCCConsumerrights


 Please consider the environment before printing this email

File Name	File Size (Bytes)
No Attachment records are available in this view.	
0 - 0 of 0 (0 selected)	

Page 1

Regarding 

Duration

Created On	5/07/2016 4:35 PM	Date Sent	5/07/2016 4:40 PM
Modified On	5/07/2016 4:40 PM	Modified By	 SYSTEM