

**Consumer
Protection**

Your consumer rights Services

How The Consumer Guarantees Act
can protect you



**MINISTRY OF BUSINESS,
INNOVATION & EMPLOYMENT**
HĪKINA WHAKATUTUKI

New Zealand Government
Te Kāwanatanga o Aotearoa

How to use this booklet

This booklet helps you solve issues with a service provider.

It includes information on all parts of the process — from understanding your rights to how to make a complaint and take the next steps if it's not resolved.

Connect your issue to the Consumer Guarantees Act

- › Use our flow chart to see which guarantee best fits your issue.
– page 4.
- › Turn to the page given in the flow chart to learn more about your guarantee.

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Your rights as a shopper (consumer)

When buying services in New Zealand, you have rights under different laws. One of the main laws is the Consumer Guarantees Act (CGA).

It does two things:

- › Sets minimum standards (guarantees).
- › Gives possible solutions if something doesn't meet these standards (remedies).

The CGA covers services and products. This booklet focuses on issues with services and service providers. If your issue is with a product, e.g. smartphone, kitchen appliance or clothing, see our products booklet.

Your consumer rights: Products.

These laws also protect consumers:

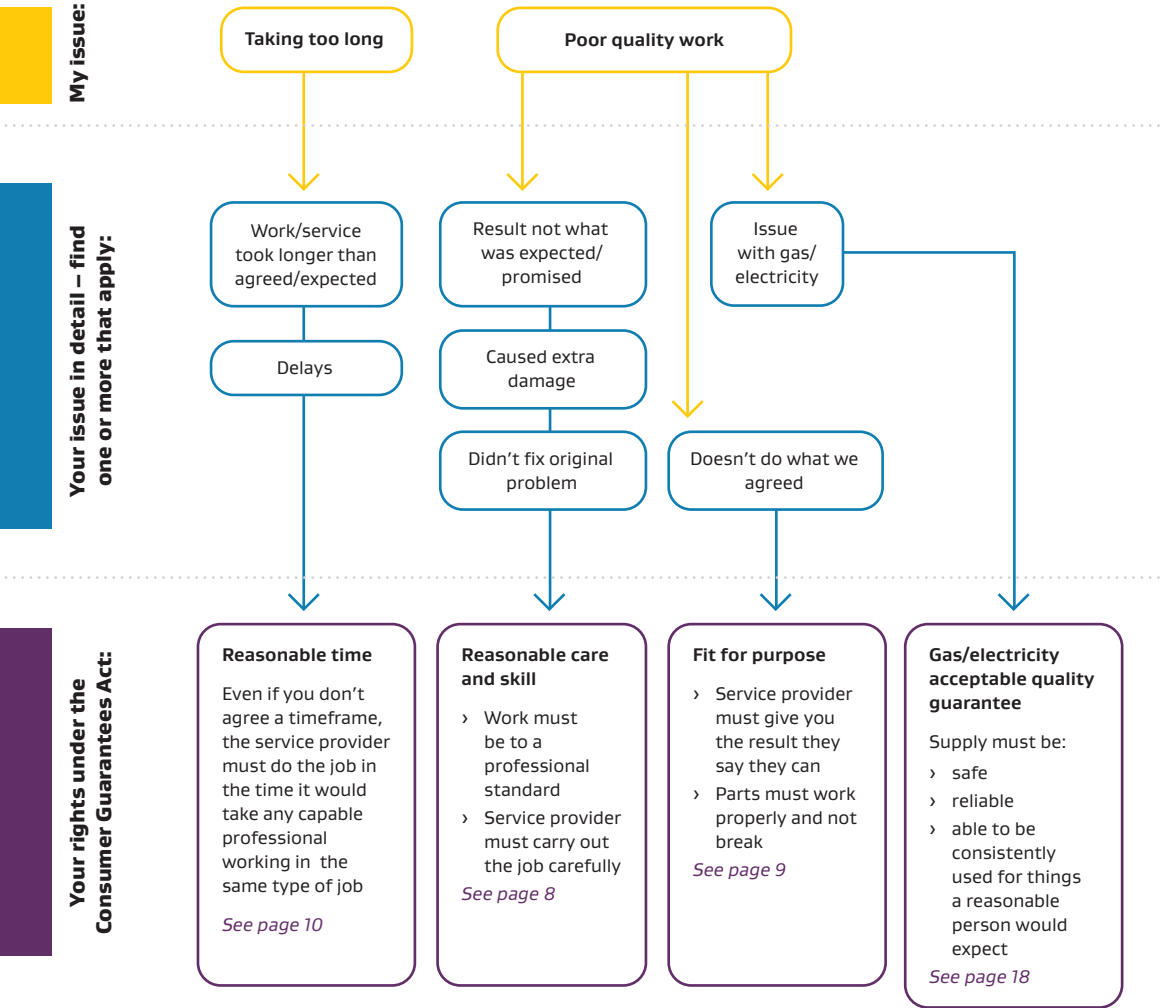
- › **Fair Trading Act** — businesses cannot mislead or deceive you. This Act helps to protect against unfair contract terms.
- › **Credit Contracts and Consumer Finance Act** — lenders must act responsibly when lending you money, or selling you products or services on credit.

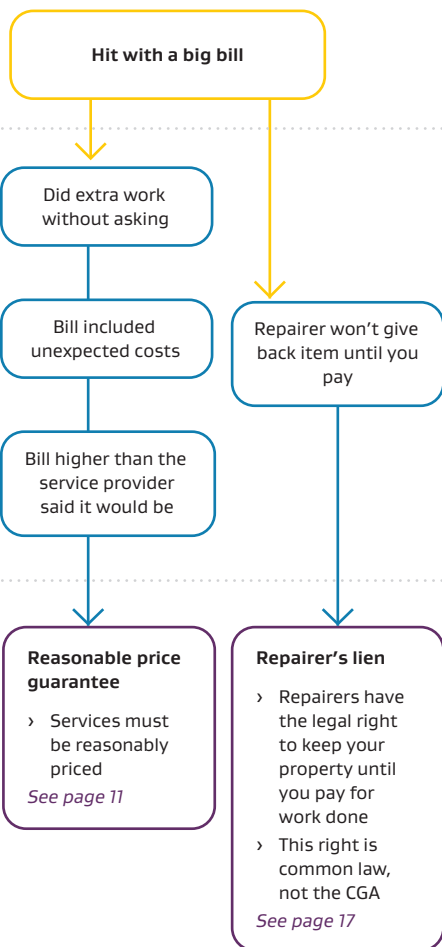


For more on the Fair Trading Act and the Credit Contracts and Consumer Finance Act, see **Consumer laws** on consumerprotection.govt.nz and our other booklets.

Where your issue fits in the Consumer Guarantees Act (CGA)

Start with the statements at the top of the chart. Pick one that best matches your issue. Follow the arrows to find the relevant CGA guarantee. You might be covered by more than one part of the Act.





My problem isn't on the chart

- › Issues with sub-contractors – **page 20**
- › Extra losses – **page 22**
- › Call-out fees – **page 16**
- › How to make a complaint – **page 26**
- › Complaint notes – **page 28**

The CGA doesn't cover your issue if you:

- › just don't like the result, but the service provider did a reasonable job
- › did something to cause the issue, e.g. ignore instructions
- › didn't say what you wanted
- › didn't give accurate information
- › go against the service provider's advice
- › rely on someone else's advice, which causes the problem
- › are a business dealing with another business.

At any point, you can get free help and advice from trained experts, e.g. Citizens Advice Bureau, Community Law Centre, MoneyTalks helpline

Examples of services covered by the CGA

Most services provided by a business for personal, domestic or household use are covered by the Consumer Guarantees Act. Here are just some examples.



Tradespeople

Includes:

- › builders
- › plumbers
- › electricians
- › painters and decorators



Phone and internet

Includes:

- › mobile phone reception
- › landline
- › broadband



Home maintenance

Includes:

- › cleaners
- › gardeners
- › lawnmowing



Utilities

Includes:

- › gas
- › electricity



Removals and deliveries

Includes:

- › couriers you hire
- › moving companies
- › tow trucks



Event services

Includes:

- › caterers
- › DJs
- › planners



Car repairs

Includes:

- › garages
- › mechanics
- › panel beaters



Hair and grooming

Includes:

- › hairdressers
- › barbers
- › beauty therapists
- › nail technicians



Other repairers

Includes:

- › appliance repairers
- › phone/electronics repairers
- › shoe repairers
- › tailors



Fitness and wellbeing

Includes:

- › massage therapists
- › yoga / pilates / fitness instructors
- › personal trainers



Professional services

Includes:

- › lawyers
- › accountants
- › tutors, e.g. maths, guitar



Health services

Includes:

- › physiotherapists
- › dentists
- › doctors
- › midwives

Guarantees for services

When a business provides you with a service, the service must meet four consumer guarantees. The CGA covers most services provided by businesses - including trades, repairs, professional services, and utilities.

Follow the chart (see page 4) to see which guarantee(s) covers your issue. Here are detailed descriptions of each.

Reasonable care and skill

Work must be done to a professional standard. The service provider must:

- › know how to do the job properly
- › do the job carefully, e.g. not rush.

To decide if a service is done with reasonable care and skill, think about:

- › what other businesses offering the same service provide
- › what the business tells you, e.g. about their level of experience, what you will get.

Example: Not done with reasonable care and skill

Tia has her house painted. The painter doesn't remove old paint before starting. Six months on, the new paint flakes. Tia talks to other painters. They say it's important to prepare the surface for paint. Tia's job was not done with reasonable care and skill.



These guarantees will not apply if it wasn't clear what you wanted, or if you just don't like the result — **see page 12.**

Fit for purpose

A service must do what it's designed to do. This is called fit for purpose.

The service must also be fit for any particular purpose that either:

- › you told the business you needed it to do
- › the business told you it would do.

If the business might not be able to do what you want, they must tell you before they start the job. For example, if your car might be beyond repair, the mechanic must say so.

Sometimes it is unreasonable to rely on information from an employee of the business. For example, it's unreasonable to expect the receptionist to give plumbing advice. But you should be able to rely on advice from the person doing or overseeing the work.

Example: Not fit for purpose

Dan hires a wedding DJ. He asks for soul music, but the DJ plays heavy rock. After a few songs, Dan asks the DJ to switch to soul music. The DJ has no soul music. The DJ's service is not fit for the particular purpose. Dan has the right to a refund — or to fire the DJ partway through the wedding as the playlist cannot be altered.



If you ignore the business's advice and this causes the problem, you cannot say the service is unfit for purpose or done without reasonable care and skill.

Reasonable time

If you do not agree a timeframe, the business must finish the job in a reasonable amount of time. Reasonable time is judged on the time it takes a capable person working in that type of job to do the work.

Delays may be reasonable if they are outside the business's control, e.g. bad weather.



Example: Delays due to bad weather

Two weeks ago, plumber Ari agreed to replace Jill's sewage pipes within a week. Other plumbers gave similar time frames when asked for quotes. But severe storms have delayed work. The weather is outside Ari's control, so Jill cannot claim a remedy for delays. Jill must wait until better weather allows Ari to safely return to work.

Reasonable price

If you've contacted the business and can't agree on a solution, you may be able to take your complaint further to get a final decision.

If your bill seems unreasonably high, ask why. It helps to get a breakdown of:

- › what they did
- › how long it took
- › cost of any parts/materials used
- › extra fees.

To work out what's reasonable, ask other local businesses what they charge for similar services.

Example: Researching a reasonable price

Jo hires a plumber to fit a toilet. She doesn't talk about price, but has one in mind. The final bill is almost double what she expected to pay. She finds out what plumbers in her area charge for fitting toilets. This helps her decide what's reasonable. Next time she'll get a quote.

Quotes

This is an agreed price. Once you accept a quote, you cannot be charged more than the agreed price unless:

- › you ask for extra work
- › you agree to extra services not included in the quote.

Estimates

This is the service provider's best guess based on their skill and experience. An estimate can be verbal or in writing. The actual price you are charged can be more or less. The estimated price can include or exclude GST, but the service provider must make it clear beforehand.

Extra work without checking

A service provider must not do extra work without asking you first. If they don't check, you can refuse to pay for the extra work done.

If it won't cause damage, you can ask them to undo extra work.



If you pay without raising concerns, it may be harder to dispute the price later - but you can still challenge it if it is unreasonable or misleading.

When the CGA doesn't apply

The CGA may not apply if:

- › You caused the problem
- › You didn't clearly explain what you wanted
- › You ignored advice
- › You simply changed your mind
- › It's not a consumer service (e.g. business-to-business)
- › You just don't like the result
- › You did something to cause the problem, e.g. ignore instructions
- › You fail to give the service provider accurate information
- › You didn't say what you wanted
- › You go against the service provider's advice
- › You rely on someone else's advice, and that causes the problem
- › You know of an issue beforehand, e.g. broadband company warns you of speed issues in your area
- › You buy from someone not 'in trade' (private sale)
- › You are a business dealing with another business, and you have agreed in writing to contract out of the CGA. The agreement must be fair and reasonable
- › You are purchasing services for business use where the parties have agreed in writing that the CGA does not apply

If events outside the service provider's control cause the issue, the CGA may still apply, but the service provider may not be responsible for the problem. Examples include an emergency, natural disaster, or extreme weather.

Example: CGA doesn't apply

Sue asks her local gym if it offers yoga. It does, so she buys a 10-class pass. In the first class, Sue decides she doesn't like the style of yoga. The Consumer Guarantees Act does not apply because Sue did not describe in detail what she wanted.



Service providers must not tell you the CGA does not apply when it does. Businesses can not ask you to sign a contract removing your rights.

Contracts and quotes

Once you sign a contract or accept a quote, you usually can't change or cancel it without the other side agreeing. If you do, it's called breach of contract.

You can cancel or change the contract if it includes one of these:

- › Termination clause with the right to cancel in certain circumstances.
 - › Variation clause — sometimes only the supplier has the right to vary (change) the contract.
 - › Cooling-off period during which you can change your mind.
- You can cancel the contract and refuse to pay for work that has no value, or pay a reduced amount for work that is still usable. It's a good idea to get legal advice, e.g. from your local Community Law Centre.



You enter into a contract each time you agree to buy a service. This contract cannot remove your consumer rights. See Contracts and sales agreements on consumerprotection.govt.nz

How contracts might protect you

Even if the CGA does not apply, your contract with the service provider may still give you the right to a remedy. It's a good idea to get legal advice, e.g. from your local Community Law Centre.

Check:

- › your contract's terms and conditions
- › common law rules for contracts (rules made by judges when deciding disputes).

Common law rules for contracts are similar to the CGA's guarantees:

- › work must be done with due care and skill
- › work must be done in a reasonable time if a time has not been agreed.

Refunds and repairs

The Consumer Guarantees Act sets out solutions (remedies) if services do not meet the guarantees.

If something goes wrong:

There are usually two remedies:

- › fix the issue within a reasonable time, e.g. repair or redo the work or get someone else to fix it and the original service provider pays for it
- › refund the price paid.

For major issues, you may be able to cancel the contract for services or claim compensation.



Tell the service provider about an issue as soon as you find it. If you wait too long, you might lose the right to a remedy.

Example: Business must redo work or give refund

An unsupervised apprentice colours Jen's hair, with patchy results. The salon must re-dye Jen's hair to a professional standard, as the apprentice didn't have the expected skills or support. If this isn't possible, e.g. senior stylist is fully booked, Jen can get a refund.

Example: Business must redo work or pay for repairs

Tom's new roof leaks as the guttering isn't properly attached. He complains, but the roofer says he's too busy to fix it. That's unacceptable because the job wasn't done with reasonable skill. The roofer should fix it promptly or pay for repairs done by another tradie.

Minor issue (can be fixed)

For minor issues, the service provider must fix the problem within a reasonable time. If they refuse or do not fix it, you may choose another remedy.

- › business must fix it within a reasonable time or refund

A 'reasonable time' is how long it would take most businesses to fix or redo it.

If they do not resolve the issue — or take too long to act — you can get someone else to fix it and ask the original business to refund repair costs.

Service providers may offer credit or vouchers, but you do not have to accept these as a remedy.

**Major issue
(serious or not fixable)**

You can cancel, get a refund, or claim compensation.

If you think it's a major issue, but the service provider does not, get a second opinion from someone who knows about that type of service.

If work is not completed, you may be able to claim breach of contract under the Contract and Commercial Law Act.

For examples, see [pages 24-25](#)

Service providers' rights

Businesses also have rights under the Consumer Guarantees Act.

They can refuse to give you a remedy if you:

- › don't like the result but there are no other issues
- › cause the problem yourself by accident or on purpose, e.g. ignore instructions
- › go against the service provider's advice
- › rely on someone else's advice, and that causes the problem
- › know of an issue before you buy, e.g. risk of weather delaying building work
- › take an unreasonable time to tell the service provider of an issue
- › go to someone else for repairs before contacting the original service provider.

If events outside the service provider's control cause the issue, the CGA no longer applies. Examples include an emergency, natural disaster, or extreme weather.

Give the service provider time to put the issue right. Check the timeframes involved, especially if there's a wait for parts or materials.

Call-out fees

Once you complain to the service provider, you might be asked to pay call-out fees or other inspection costs. They have the right to ask for this.

If inspection shows a genuine problem with the service provided, the service provider should refund you these costs. But it won't be refunded if inspection shows either:

- › you caused the fault, e.g. fail to follow care instructions
- › it's wear and tear from normal use, e.g. hair dye washes out over time.

Repairer's lien

If you take something to be repaired but do not pay, the repairer has the legal right to hold onto your item until you pay for work done. This is called repairer's lien. A common example is a mechanic keeping a car until the repair bill is paid.

Whether you got an estimate or quote affects how the law applies.

If you got a quote

The repairer can keep your item if you don't pay the price you were quoted.

The repairer cannot keep your item if you pay the quoted price, but they say the work cost more. If they keep your item in this situation, you may be able to claim compensation.

If you didn't agree a price beforehand

The repairer can keep your item until you pay the final bill.

They may hand it over if you pay what you think is reasonable. You may need to go to the Disputes Tribunal to confirm a price. Citizens Advice Bureau can help.



If you can't afford to pay, it helps to talk to a free financial mentor. Call the MoneyTalks helpline 0800 345 123.

Dispute resolution schemes

If you and the business cannot agree a solution, you may be able to take it to the Disputes Tribunal. It's an informal process where you represent yourself.

Some industries have their own schemes to resolve complaints. Examples include:

- › Building Disputes Tribunal
- › Motor Vehicle Disputes Tribunal
- › Telecommunication Dispute Resolution
- › Utilities Disputes
- › Banking Ombudsman

Gas and electricity issues

Acceptable quality guarantee

Gas and electricity supplies must be:

- › safe
- › reliable, given your location and other factors, e.g. weather
- › able to be consistently used for things a reasonable person would expect.

This is a separate guarantee in the Consumer Guarantees Act.

It applies to:

- › electricity supplied to your home by an electricity company
- › piped gas supplied to your home by a gas retailer (also called reticulated gas).

Quality of supply may vary. Gas and electricity regulations list what's acceptable.



Got a complaint about your gas or electricity supply?
For free help, contact Utilities Disputes on 0800 22 33 40.

Remedies for power cuts

A serious problem with your gas or electricity supply may break the acceptable quality guarantee. You may be able to claim a remedy from your supplier, usually compensation for extra loss or damage caused by the issue.

You are unlikely to get a remedy if the issue is caused by:

- › severe weather
- › natural disaster
- › other emergency outside the supplier's control
- › safety, maintenance, or another technical reason
- › your location — or pricing plan — affecting quality of supply.

No remedy is available if:

- › You used the gas/electricity in an unreasonable way — or used much more than usual — and this caused the issue. For example, overloading circuits or using faulty appliances.
- › Before you signed the contract, the supplier warned you the quality or reliability would be much worse than usually supplied. By signing, you accepted what the supplier offered, e.g. poor quality.

Disconnection

If you don't pay your bill, your supplier may disconnect your service after following required processes, including giving notice and attempting to contact you.

Before cutting off your gas or electricity, the supplier must:

- › make numerous attempts to contact you, e.g. by phone, texts, home visits
- › send disconnection notices with details of any fees, their complaints process and contact details
- › discuss payment options with you
- › make sure no one living at the property is medically dependent.

Issues with sub-contractors

When your service provider hires people outside their business to help with a job, the original service provider is responsible for:

- › making sure the subcontractor provides a reasonable level of service
- › resolving any issues with the subcontractor.

Examples of subcontractors include:

- › Plumber, electrician, painter, tiler working for a builder.
- › Caterer working for an events company.

Example: Fixing a sub-contractor's work

Ahu hires a builder to do his bathroom. The builder brings in a tiler, who does a poor job. The builder must make sure the tiler redoes the work to an acceptable standard. Ahu's contract is with the builder — not the tiler.

Delivery issues

Carriers you hire directly must sort out any issues with the service they provide. This includes:

- › courier companies
- › furniture movers
- › tow trucks.

For more information, including other laws that apply, see Delivery issues on [consumerprotection.govt.nz](https://www.consumerprotection.govt.nz)

Issue with	Who to complain to	Which law may apply
Carrier you hired	Carrier directly — CGA service	CGA service guarantees
Parcel sent to you by shop/online store	Shop/store you bought it from	CGA product guarantees
Letter/parcel you posted	NZ Post	CGA may apply — try contacting NZ Post



Retailers must sort out delivery problems with orders, e.g. takes longer than expected, or damaged on arrival.

If an issue causes extra losses

You may be able to claim compensation if the way a service was delivered:

- › damages your home or belongings
 - › leads to extra costs, e.g. taxi fares, missed appointments.

This is called consequential loss.
- There are limits to what you can claim. The loss must be something likely to happen as a result of the issue. You must also do what you can to avoid further damage, if possible.

Consequential loss, compensation possible	Preventable loss, no compensation
Painter spills paint on a pile of laundry	Wet paint on clothes after you lean on freshly painted wall you knew about
Plumber punctures a water pipe, damaging floorboards	Pipe bursts, a chair becomes water damaged because you failed to move it.

Compensation

Compensation should put you in the same position as if the job had been done properly.

It may be hard to agree an amount if an issue causes major damage and extra problems, e.g. during home renovations. It's a good idea to get legal advice, e.g. from your local Community Law Centre.

Instead of compensation, the service provider may offer an alternative. For example, a garage re-doing sub-standard repairs may lend you a car.

Example: Putting it right after causing damage

Hone asks a plumber to repair faulty bathroom pipes. But the plumber causes a flood, damaging hallway floorboards. The plumber must cover the cost of restoring the damaged floorboards. If the damage is more serious, the plumber must pay for the floorboards to be replaced.



Minor issues and potential remedies

Minor means the problem is not serious and can be fixed. The service provider can choose to either repair it for free, pay for someone else to repair it, or refund your money.

What went wrong	Possible remedy
Shoe sole comes loose soon after repair — not enough glue was used	Shoe repairer fixes it for free
Hairdresser cut hair much shorter than agreed	Salon refunds price of haircut, but not any other treatments
Tooth filling falls out soon after dental appointment	Dentist puts in a new filling for free

Major issues and potential remedies

Major means an issue is serious or cannot be fixed. It could also be many minor issues. In these situations, you can choose a repair or refund. Compensation may also be possible, e.g. for damage or inconvenience.

What went wrong	Possible remedy	Possible compensation for extra loss
Boots damaged while being resoled	Shoe repairer fixes boots, or pays for them to be repaired elsewhere	Shoe repairer pays the value of the boots, if damaged beyond repair
Tradesperson damages shower drain while replacing shower grout	Tradesperson pays for replacement shower drain and redoes grouting at no extra cost	Tradesperson pays if anything else damaged while shower drain replaced
Car taken to garage to repair gears — months later, garage returns car with unfixed gears and a dent in the door	Garage pays for car to be repaired elsewhere and refunds any payment	Garage pays value of car registration for time without car

How to make a complaint

If something goes wrong, follow these steps to make a complaint and get a fair outcome. You may not need to do both steps. Support and advice is available along the way.

Step 1: Contact the business

Explain the issue and what you want

Before contacting the service provider, gather your details and evidence so you can clearly explain the problem and what outcome you want. Get in touch with the business that provides the service.

Clearly explain what went wrong, what evidence you have, and what you want the business to do. Be prepared to answer questions and give the business time to look into your issue.

Tips

- › Gather any evidence (e.g. quotes, invoices, photos, emails) before contacting the business
- › It's best to talk to a manager or supervisor, if possible.
- › Keep calm and stick to the facts.
- › Explain the outcome you want.
- › Know your rights. Check the flow chart ([see page 4](#))
- › Take this booklet to show you understand what you are entitled to.
- › Bring the quote/estimate, emails, or other proof, e.g. photos of damage/faults. Some businesses keep records of the service provided, but not always.
- › Take a friend or family member for support.



Use the Complaint notes worksheet at the end of this booklet to record who you talk to, the date, and what was said.

Step 2: Write a formal complaint

Put it in writing if not resolved

If you have not been able to resolve the issue, write a formal complaint by email or letter. Let them know about your issue and what you want done.

Tips

- › Include details of the work you agreed on.
- › Give a detailed description of the issue and when you noticed it.
- › Mention which CGA guarantee(s) apply to your issue — for help identifying these, (see page 4).
- › Stick to the facts.
- › Include your contact details.
- › Give a date when you want to hear back.
- › Attach copies of your quote/estimate, invoice, any emails or other proof of purchase — don't send originals.



If you can't agree on a solution, you may be able to take your complaint further to a dispute resolution scheme or the Disputes Tribunal to get a final decision.

Step 3: Get help or escalate

Contact an advisor

At any point when trying to resolve your issue, you can get help and advice from trained experts. They can explain your rights, show the next steps, and provide support. This might mean helping you resolve the issue directly with the service provider, or taking your issue to the Disputes Tribunal or another disputes resolution organisation.

Where to find help

- › **Citizens Advice Bureau** is a free, independent service, run by volunteers. CAB can advise you on your consumer rights in person, by phone on 0800 367 222, or online at cab.org.nz
- › **Community Law Centre** offers free, one-on-one legal advice to people with limited finances. Find legal information and other resources online at communitylaw.org.nz

Complaint notes

Use this worksheet to gather evidence and record your complaint. Have it with you when you contact the service provider. Fill in the **Notes and supporting documents** section as you follow the steps.

Purchase information

Write down details of the service — work done, cost, date, name of business.

For example: Washing machine repairs, \$170, 18 November 2020



Keep any receipts, quotes or estimates safe and handy. If you don't have these, give as much detail as possible, including what the service provider told you.

What's gone wrong

Write down the issue with the service, e.g. quality of work, time taken, cost. State the main facts.

For example: Repairer badly scratched several floor tiles, which were undamaged before they arrived. The repairer did not take enough care while moving the washing machine. Include any evidence you have (e.g. photos, emails, quotes, receipts).

Guarantees under the Consumer Guarantees Act

Tick the law that applies to your issue. There may be more than one. (see page 4) to find out which applies.

- ☐ Reasonable care and skill
(see page 8)
- ☐ Fit for particular purpose
(see page 9)
- ☐ Reasonable timeframe
(see page 10)
- ☐ Reasonable cost
(see page 11)
- ☐ Guarantee for gas and electricity
(see page 18)

Requested outcome

Explain what you want the service provider to do.

For example: Compensation to cover cost of replacing damaged tiles.

Notes and supporting documents

When you contact the service provider, keep a record of what happened. Take notes if you spoke in person or by phone. Save emails. Take screenshots of texts or online messages. These will be helpful if you need to follow up again, or take the issue further.

Date and time	Who	What they said, actions from here
10am, 20 Nov 2020	Name of owner of repair company	They asked me to email photos of the damage and before-photos. They will call me back by 26 Nov.

Notes



Consumer Protection

Ministry of Business, Innovation and Employment

0508 426 678 (0508 4 CONSUMER)

cpinfo@mbie.govt.nz

www.consumerprotection.govt.nz

PO Box 1473, Wellington 6140

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ISBN (print): 978-1-99-001968-5

ISBN (online): 978-1-99-001967-8

July 2026



New Zealand Government
Te Kāwanatanga o Aotearoa

CPRO 13048 07/26