

Am I affected by the CCA?

	Do you supply goods or services that fit within any of these conditions?	Do any of these apply to you?
1.	<p>Do you supply any good that meet any of the following requirements:</p> <ul style="list-style-type: none"> a) Goods or services for the price of \$40,000 or less (for any purposes and to anyone including business to business transactions); b) Goods or services of a kind ordinarily acquired for personal, household or domestic use or consumption? or c) Vehicles or trailer for the transport of goods on public roads? <p>OR</p> <p>Do you supply goods to a business for the purposes of re-supply where their supply of those goods is to an end-user that falls within any of the matters listed above?</p> <p>AND</p> <p>The goods are not to be used in any transformation process?</p>	Yes/No
2.	Does point 1 above apply to you and you provide any statements in which you provide warranties to the effect that the consumer will receive repair, replacement of the goods or services if the goods are defective?	Yes/No
3.	<p>Do you provide repairs to goods where the goods are:</p> <ul style="list-style-type: none"> 1. capable of storing user-generated data such as computer hard drives, mobile phones, ipods, consoles, cameras; OR 2. are to be replaced by refurbished goods or will contain refurbished components once repaired? 	Yes/No
4.	Do you supply any goods or services or a sale or grant of an interest in land, to an individual whose acquisition of the goods, services or interest is <u>wholly or predominantly</u> for personal, domestic or household use or consumption?	Yes/No
5.	Do you supply any goods of a kind ordinarily acquired for personal, domestic or household use or a product related service such as installation, maintenance, repairs, cleaning or deliveries etc?	Yes/No

If you answered 'Yes' to any of these questions, you may well be affected by the CCA and need to amend your processes and documents to be compliant with the CCA

A	Consumer Guarantees	
	Have you identified which of your terms/contracts that apply to consumer sales including your terms and conditions?	Yes/No
	Have you identified the terms/contracts that may be inconsistent with the consumer guarantees and have either deleted them or modified them so that they are not in breach of the CCA?	Yes/No
	Have you identified any exclusions to the Consumer Guarantees and have documented these in accordance with the CCA?	Yes/No

A	Consumer Guarantees <i>continued</i>	
	Have you limited your liability to the extent permissible by law?	Yes/No
	Have you educated all staff including your sales team to ensure that they do not make any representations as to any remedies that may or may not be available for the goods or services and any consumer guarantees that apply?	Yes/No
B	Warranties against Defects	
	Have you identified all documents (including terms and conditions), materials, brochures, manufacturer's warranties, packaging and other documents that contain warranties and reviewed them as to whether or not they are compliant with regulation 90 of the <i>Competition and Consumer Regulations 2010 (Cth)</i> ("CCR")?	Yes/No
	Have you updated all documents, materials, brochures, manufacturer's warranties, packaging and other documents that contain warranties and reviewed them for compliance with regulation 90 of the CCR to ensure that they are ready to be provided to consumers from 1 January 2012?	Yes/No
	Have you implemented systems to ensure that all non-complying warranties are either updated or covered with a complying warranty against defects from 1 January 2012?	Yes/No
C	Mandatory Repair Notices	
	Have you updated your processes and implemented systems to provide customers with a repair notices before you accept any goods for repair that either store user-generated data or the repair may involve repair with refurbished goods or components?	Yes/No
	Have you educated your staff on the processes involved in providing notices to customers?	Yes/No
D	Unfair Contract Terms	
	Have you reviewed all of your standard form contracts such as terms and conditions for compliance with the unfair contract terms?	Yes/No
E	Mandatory Reporting Requirements	
	Have you updated your processes and implemented systems to ensure that you have systems in place to report any serious injuries or illness caused by, or possibly caused by, a consumer good or product related service?	Yes/No
	Have you educated your staff on the mandatory reporting requirements of your business and where to report all illnesses and injuries as required by the CCA?	Yes/No

If you answered 'No' to any of these questions, you may NOT be compliant with the CCA, (which is already in operation) and/or your warranties against defects may not be prepared for the changes coming into effect on 1 January 2012.

Coleman Greig Lawyers offers a range of legal services and can advise your business further on the CCA or review your commercial documentation including terms and conditions and any warranty statements to ensure they are compliant with the Australian Consumer Law.

We are more than happy to assist you with any further information or advice. Please do not hesitate to contact Matthew Rowe or Dorota Bryks on 9635 6422.

Note: This information is for general guidance only and is not intended to constitute legal advice or legal advice on your circumstances.

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