



RESPONSIBILITIES OF REPAIR TECHNICIANS

CONSUMER PROTECTION ACT 2025

Display Price of Goods and Services

A supplier shall not display goods for sale or offer to provide a service without displaying a price.

Penalty:

A supplier can be fined up to \$5,000, and in default of payment of the fine, imprisonment for up to 2 years.

Identification of Supplier

A person shall not supply any goods under any name except as recorded in an official identity document.

A person shall include the following particulars on any **sales record** or **statement of account** issued:

- (a). The name under which the business is carried on.
- (b). Place at which business is carried on.
- (c). If the activity is carried on under a name in (a), the name of the person to whom that name is registered.

Penalty

A supplier can be fined up to \$5,000, and in default of payment of the fine, to imprisonment for up to 2 years.

Trade Descriptions

A supplier shall not supply or display any goods, if the supplier knows, reasonably could determine, or has reason to suspect, that –

1. a trade description applied to the goods is likely to mislead the consumer or
2. a trade description or trademark applied to the goods has been altered.



Disclosure of Re-conditioned goods

A person who supplies, any goods that have been re-conditioned, re-built or re-made bearing the trademark of the original manufacturer shall state clearly that they have been reconditioned, re-built or re-made.



Implied warranties as to quality and fitness

When you sell goods (new or used) or provide services to a consumer, there is an implied warranty of reasonably acceptable quality.

Where a warranty given by a manufacturer is attached to goods sold, or provided in the course of a service, the supplier–

- (a) shall be deemed to have issued to the customer, the manufacturer's warranty and
- (b) notwithstanding any geographical limitations in the warranty, is liable to the consumer under the warranty as if the supplier were the manufacturer.

Where the service provided is the repair or replacement of defective goods

1. the repair or replacement should be carried out within a reasonable time; and
2. The implied warranties also apply to the repaired or replaced goods.



Where a supplier is liable only for the free replacement of parts, the supplier shall not require the consumer to use his/her services to carry out the repairs as a condition for the free replacement.

In the absence of an explicit warranty, **there is an implied warranty of 6 months on parts and labour.**

When you sell goods to a consumer, there is an implied warranty that the goods **are of reasonably acceptable quality.**

This does not apply if—

1. You told the consumer about the defect before he purchased the item.
2. The consumer examined the goods before purchasing the item and should have noticed the defect.



Return of defective goods

In keeping with the Sale of Goods Act, once goods are not defective, the consumer is not entitled to redress.

Where goods are returned, the supplier must replace the goods:

- within 7 days of the consumer returning the goods to you
- where the replacement is to be imported, within 5 days plus the time taken for importation;

OR

If the consumer chooses, immediately refund the value of the goods or any amount as may be agreed between the consumer and supplier.

Suppliers are obliged to replace or make refunds on goods returned only where the goods are returned:

- in the condition in which they were purchased; or
- with minimal damage resulting from the normal course of use of the goods before the discovery of the difference between the goods.

Approved and non-approved services

1. Only provide services that are approved by the consumer.
2. Do not require a consumer to pay for other services that you deem necessary in addition to those agreed.
3. A consumer is not obligated to pay for any service that he/she did not approve.



Businesses offering repair services

A supplier who offers repair services to a consumer shall keep a record stating –

- (a) the name, address and telephone number of the consumer;
- (b) a reasonably accurate description of the goods to be repaired, including any identification number or mark;
- (c) an estimate of the replacement value of the goods in its present state as agreed with the consumer or as declared by an independent valuer of such goods;
- (d) an estimate of the labour and other costs to be paid by the consumer in respect of the repairs to be effected; and
- (e) the date on which the goods—
 - (i) are received for repair; and
 - (ii) will be ready for delivery.

Penalty:

A supplier can be fined up to \$2,000.

SERVICE REPAIR			
Name:		No:	
Address:		TIN No.	
Tel:		Date:	
Consumer Name:	Service to be supplied at		
Address:	Address:		
Tel:			
Description of good	Estimated Value of Good	Date received	Date of Deliv
Service to be performed	Parts required	Cost	
	Labour	Total (Parts+Labour)	
Additional services recommended	Parts required	Cost	
	Labour	Total (Parts+Labour)	
☐ I do not agree to the recommended additional services.			
Consumer's signature			

Penalty:

A supplier can be fined up to \$2,000.

Businesses offering repair services

- A supplier shall give a copy of the service repair record to the consumer, before he/she begin any repair.
- Disclose to the consumer any additional related repairs that he/she deems necessary for the consumer to enjoy reasonably long and uninterrupted use of the repaired goods; and
- Obtain a written consent from the consumer if the consumer chooses not to require the supplier to carry out the recommended repairs.



Lay-aways

If a supplier agrees to sell goods to a consumer, and accept payment in periodic instalments, and to hold those goods until the consumer has paid the full price for the goods—

- (a) each amount paid by the consumer is held by the supplier in trust for the benefit of the consumer; and
- (b) the particular goods remain at the risk of the supplier until the consumer takes possession of them.

If a supplier is unable to deliver possession of any of the goods when the consumer has paid the full price for the goods, the supplier shall, at the option of the consumer –

- (a) supply the consumer with an equivalent of the good that is at least **comparable in description, design and quality**; or
- (b) refund to the consumer the money paid with interest, if the inability to supply the goods is due to circumstances beyond the supplier's control.

If a consumer ends the agreement before fully paying for the goods, the supplier may charge a cancellation fee before refunding the amount paid by the consumer

Or

- (b) fails to complete the payment for the goods within [60] business days after the anticipated date of completion,

the supplier –

- (i) may regard the consumer as having ended the agreement; and
- (ii) may charge a cancellation fee in respect of the goods before refunding the amount paid by the consumer towards the full price.

(4) A cancellation fee may not be charged unless the supplier informed the consumer of details of the cancellation fee before the consumer entered into the lay-away agreement.

Unless otherwise provided in this Act, a person who commits an offence under this Act for which no penalty is attached is liable to payment **of a fine not exceeding \$5,000.00 or imprisonment for a term not exceeding 2 years or both.**

PRICES AND CONSUMER AFFAIRS DIVISION

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