

## Summary: Fair Trading Act and Consumer Guarantees Act changes

### Speed read

This is the first article in our special series on the big B2B and B2C law changes from 17 June.

This is a convenient table and index for the changes. It is linked to articles, which will be updated over time as new articles are ready.

17 June 2014 and 17 March 2015 are big days for the new FTA and CGA law, impacting most businesses, for both B2B and B2C transactions. Here we:

- Provide a table summarising the key changes; and
- Give links to more detailed articles, complete with action lists, for the 17 June changes.



June 2014

### Key changes

In the table below, we have focussed on what applies to most businesses and not included some of the more industry-specific changes such as:

- in Acts other than the FTA and CGA
- provisions as to electricity, gas, auctions, vendor bids in bidding process, layby sales, uninvited door to door sales, unsolicited goods and services, product safety, disclosure of trader status on the internet, extended warranties for additional payment, collateral credit, and the insurance industry.

Suppliers should check the list above in case the changes affect their businesses.

Effective date	Topic	Overview	Section	Articles
17 June 2014	No contracting out of FTA except in B2B for some obligations	Can't contract out of FTA duties unless both (a) particular sections apply (b) B2B and (c) certain conditions fulfilled	s 5C and 5D FTA	<a href="#">New law from June 2014: Reducing exposure under NZ B2B supply contracts<sup>1</sup></a>
17 June 2014	No contracting out of CGA except in B2B, with conditions changed from before	B2B carve-out changed to align with FTA B2B carve-out. Many B2B carve outs in agreements no longer compliant	s 43 CGA	<a href="#">Consumer Guarantees Act is a big risk for B2B: an example<sup>2</sup></a>
17 June 2014	Unsubstantiated representations	Representation in trade must be based on reasonable grounds	s 12A-12B FTA	<a href="#">Biggest June 2014 Fair Trading Act change for most businesses: representations must be substantiated<sup>3</sup></a>
17 June 2014	Cold call telemarketing	New requirements for verbal and written disclosure, with cooling off period	S 36K-S	<a href="#">Cold call telemarketing sales: new law from June 2014<sup>4</sup></a>

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17 June 2014	Change to meaning of "acceptable quality" in CGA	What is "acceptable quality" for the purposes of the CGA is more context specific	s 7A CGA	
17 June 2014	Guarantee as to delivery	Guarantee as to B2C delivery at time and place	s 5A CGA	
17 March 2015	Unfair contract terms in standard form B2C contracts.	Unfair B2C contract terms not allowed in relation to contracts that are new, renewed varied after this date (where court has so ordered). If order made, terms can't be relied upon.	s 26A, 46H-46M, FTA	Article will be published shortly.

1. <http://www.wigleylaw.com/assets/Uploads/New-law-from-June-2014-Reducing-exposure-under-NZ-B2B-supply-contracts.pdf>

2. <http://www.wigleylaw.com/assets/Uploads/Consumer-Guarantees-Act-is-a-big-risk-for-B2B-an-example.pdf>

3. <http://www.wigleylaw.com/assets/Uploads/Biggest-June-2014-Fair-Trading-Act-change-for-most-businesses-representations-must-be-substantiated.pdf>

4. <http://www.wigleylaw.com/assets/Uploads/Cold-call-telemarketing-sales-new-law-from-June-2014.pdf>

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