

### **Summary of the complaint**

The complainant's household vacuum cleaner was repaired on 07 November 2015 by the supplier. A new motor was installed and the complainant paid R850.00 for the repairs.

The invoice provided for a 3 months guarantee. In March 2016 the motor stopped working and the complainant returned the vacuum cleaner to the supplier on 12 March 2016.

The supplier advised that the motor burnt out and the complainant would have to pay R400.00 for repairs. The complainant wanted to know what could have caused the damage. The supplier could not provide an answer and advised that Airwaves Appliances will also pay R400.00 to make up the rest of the repair cost.

The complainant is not willing to pay another R400.00 after already paying R850.00 in November 2015.

The complainant wants the vacuum cleaner repaired at the cost of the supplier. The complainant also wants a guarantee on the repairs for 12 months.

### **Summary of the supplier**

The supplier sent us a copy of the invoice and advised that on the invoice it clearly states that there is just a three months guarantee on work done.

They further explained that they do not receive any guarantee on electrical spares from any of their suppliers.

The guarantee that they give is given out of goodwill.

### **Assessment**

We have considered all the evidence presented by both the complainant and The supplier and advise as follows:

Our office provided the complainant with the supplier's response. The complainant responded and advised he does not accept the response from the supplier. The supplier should repair the vacuum cleaner without charging him and give him a 12-month guarantee on the new repairs.

Our office sent the complainant's response to the supplier and when we contacted them telephonically they advised that they remain with their initial response.

### **Applicable Law**

Section 57 of the Consumer Protection Act deals with the warranty on repaired goods:

#### **57 Warranty on repaired goods**

- (1) A service provider warrants every new or reconditioned part installed during any repair or maintenance work, and the labour required to install it, for a period of three months after the date of installation or such longer period as the supplier may specify in writing.
- (2) A warranty in terms of this section—
  - (a) is concurrent with any other deemed, implied or express warranty;

- (b) is void if the consumer has subjected the part, or the goods or property in which it was installed, to misuse or abuse; and
- (c) does not apply to ordinary wear and tear, having regard to the circumstances in which the goods are intended to ordinarily be used

As per the wording of the Act, if the goods were installed during repair or maintenance work, the warranty is limited to three months. In this instance the vacuum cleaner was taken for repairs and a new motor was installed during repair work. The part therefore only had a warranty for 3 months as per Section 57 of the Consumer Protection Act.

As per the supplier's invoice they also only have a 3 months guarantee on repairs they have done.

The repairs on the vacuum cleaner were done on 07 November 2015 and the faults reported on 12 March 2016. This was 4 months after the repairs have been effected.

Unfortunately, by the time the vacuum cleaner started to give the complainant problems again it was outside the warranty period provided in terms of the Consumer Protection Act and the written warranty provided by the supplier.

We will therefore not be able to instruct the supplier to assist the complainant with repairs free of charge. Also note that our office will not be able to instruct suppliers to give a 12-month warranty on repairs as such a long warranty period is not provided for in terms of the Consumer Protection Act.

It must further be noted that the vacuum cleaner is outside the initial 6 months implied warranty, provided for in terms of Section 56 of the Consumer Protection Act, for newly purchased goods. We will therefore not be able to assist the complainant with a refund replacement or repair in terms of the provisions of Section 56.

The supplier has however offered to carry half the repair cost and requested that the complainant pay R400.00 for repairs. Our office can only suggest that the complainant consider this offer.

Based on the facts of this case, the information and evidence furnished to this office and on the principles of reasonableness and fairness, there is no reasonable prospect of this office making a recommendation in the complainant's favour.

We regret that we cannot be of assistance and confirm that our file has been closed.

The complainant is advised that he may now take such other steps as he wish or refer the complaint to the National Consumer Commission in accordance with section 71:

71. (1) Any person may file a complaint concerning a matter contemplated in section 69 (1)(c)(ii) or (2)(b) with the Commission in the prescribed manner and form, alleging that a person has acted in a manner inconsistent with this Act.