

Service standard

Section 130, explained and reproduced from the official Gazette.

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A service promise carries obligations about time, quality and the return of a customer's property. Part 7 refers to section 130 of the Federal Competition and Consumer Protection Act 2018 to explain that responsibility. This docket places the clause guide beside the source pages. [9] [Documented]

§130

PRIMARY STATUTORY SOURCE

Federal Competition and Consumer Protection Act 2018

P7-S04 • ARTICLE SOURCE [9]

Inside this docket

PAGE 2 A clause-by-clause guide, source citation and explanation of the provision's use in Part 7.

PAGES 3-4 Complete facsimiles of printed Gazette pages A69 and A70. Section 130(1)(d) continues across the page break.

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What section 130 provides

The descriptions below are editorial summaries. The wording of the statute is preserved in the two facsimiles that follow.

130(1)(A)	Time and delay Services should be performed and completed on time, with timely notice of unavoidable delay.
130(1)(B)	Manner and quality The manner and quality of performance must meet what reasonable persons are generally entitled to expect.
130(1)(C)	Goods used for the work Goods required for the service must be free of defects and meet generally expected quality.
130(1)(D)	Return of property Property, or control over it, must be returned in at least its previous condition, considering the circumstances and service criteria agreed before or during performance.
130(2)(A)-(B)	Correction or refund A consumer may require defects to be remedied or a reasonable part of the price refunded, taking account of the extent of failure.

The refund clause supplies neither an automatic full refund nor a fixed percentage. This record explains the statutory standard; it makes no finding about Nathan's performance or compliance and does not apply the provision retrospectively to the reported acquisition or the 2014 announcement. [9]

[9] P7-S04 Federal Competition and Consumer Protection Act 2018, § 130. Federal Republic of Nigeria Official Gazette, 106(18), A69-A70 (February 1, 2019).
[Open original record](#)

Source mapping: printed A69-A70 = original PDF pages 71-72. Gazette: Vol. 106, No. 18, February 1, 2019. The complete FCCPC-hosted source has 99 pages.

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Original Gazette page A69

Section 130 begins in the lower part of this page. The preceding text belongs to section 129.

*Federal Competition and Consumer
Protection Act, 2018*

2019 No. 1 A 69

(c) it purports to—

(i) limit or exempt the undertaking from liability for any loss directly or indirectly attributable to the gross negligence of the undertaking or any person acting for or controlled by the undertaking,

(ii) constitute an assumption of risk or liability by a consumer for the said loss,

(iii) impose an obligation on a consumer to pay for damage, or

(iv) otherwise assume the risk of handling any goods displayed by the supplier;

(d) it falsely expresses an acknowledgment by the consumer that before an agreement was made, no representations or warranties were made in connection with the agreement by the undertaking or a person acting on behalf of the undertaking or the consumer has received goods or services, or a document that is required by this Act to be delivered to the consumer; and

(e) it expresses an agreement by the consumer to—

(i) deposit with the undertaking, or with any other person at the direction of the undertaking, an identity document, credit or debit card, bank account or automatic teller machine access card, or any similar identifying document or device, and

(ii) provide a personal identification code or number to be used to access an account.

(2) A purported transaction or agreement, provision, term or condition of a transaction or agreement, or notice to which a transaction or agreement is purported to be subject, is void to the extent that it contravenes the provisions of this section.

130.—(1) When an undertaking agrees to perform any service for or on behalf of a consumer, the consumer has a right to—

(a) the timely performance and completion of those services, and timely notice of any unavoidable delay in the performance of the services;

(b) performance of the services in a manner and quality that reasonable persons are generally entitled to expect;

(c) the use, delivery or installation of goods that are free of defects and of a quality that persons are generally entitled to expect, if the goods are required for the performance of the services; and

(d) the return of any property or control over any property of the consumer in at least as good a condition as it was when the consumer made it available to the undertaking for the purpose of performing the services, having regard

Rights
pertaining to
the quality
and safety of
goods and
services.

Original Gazette page A70

The page completes 130(1)(d) and contains 130(2). The remaining text begins sections 131 and 132.

A 70	2019 No. 1	<i>Federal Competition and Consumer Protection Act, 2018</i>
		to the circumstances of the supply, and any specific criteria or conditions agreed between the undertaking and the consumer before or during the performance of the services. (2) Where an undertaking fails to perform a service to the standards contemplated in subsection (1), the consumer may require the undertaking to either— (a) remedy any defect in the quality of the services performed or goods supplied; or (b) refund to the consumer a reasonable portion of the price paid for the services performed and goods supplied, having regard to the extent of the failure.
Consumer's rights to safe, good quality goods.		131.—(1) Every consumer has a right to receive goods that— (a) are reasonably suitable for the purposes for which they are generally intended; (b) are of good quality, in good working order and free of defects; (c) will be useable and durable for a reasonable period of time, having regard to the use to which they would normally be put and to all the surrounding circumstances of their supply; and (d) comply with any applicable standards set by industry sector regulators. (2) In addition to the right set out in subsection (1), if a consumer has specifically informed an undertaking of the particular purpose for which the consumer wishes to acquire any goods, or the use to which the consumer intends to apply those goods, and the undertaking ordinarily offers to supply such goods or acts in a manner consistent with being knowledgeable about the use of those goods, the consumer has a right to expect that the goods are reasonably suitable for the specific purpose that the consumer has indicated.
Implied warranty of quality.		132.—(1) In any transaction or agreement pertaining to the supply of goods to a consumer, there is an implied warranty that the goods shall comply with the requirements and standards contemplated in section 131 (1) and (2) of this Act. (2) Within three months after the delivery of any goods to a consumer, the consumer may return the goods to the undertaking that supplied those goods, without penalty and at the undertaking's risk and expense, if the goods fail to satisfy the requirements and standards contemplated in section 131 (1) of this Act and the undertaking shall either repair or replace the failed, unsafe or defective goods or refund to the consumer the price paid by the consumer for the goods.