



THE STATUTES OF THE REPUBLIC OF SINGAPORE

CONSUMER PROTECTION (FAIR TRADING) ACT

(CHAPTER 52A)

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Consumer Protection (Fair Trading) Act

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An Act to protect consumers against unfair practices and to give consumers additional rights in respect of goods that do not conform to contract, and for matters connected therewith.

[Act 7 of 2012 wef 01/09/2012]

[1st March 2004]

PART I
PRELIMINARY

[Act 7 of 2012 wef 01/09/2012]

Short title

1. This Act may be cited as the Consumer Protection (Fair Trading) Act.

Interpretation

2.—(1) In this Act, unless the context otherwise requires —

[Deleted by Act 25 of 2016 wef 09/12/2016]

[Deleted by Act 10 of 2018 wef 01/04/2018]

“chief executive” means the chief executive of the Commission and includes any person acting in that capacity;

[Act 25 of 2016 wef 09/12/2016]

[Act 10 of 2018 wef 01/04/2018]

“Commission” means the Competition and Consumer Commission of Singapore established by section 3 of the Competition Act (Cap. 50B);

[Act 10 of 2018 wef 01/04/2018]

“consumer” means an individual who, otherwise than exclusively in the course of business —

- (a) receives or has the right to receive goods or services from a supplier; or
- (b) has a legal obligation to pay a supplier for goods or services that have been or are to be supplied to another individual;

“consumer transaction” means —

- (a) the supply of goods or services by a supplier to a consumer as a result of a purchase, lease, gift, contest or other arrangement; or
- (b) an agreement between a supplier and a consumer, as a result of a purchase, lease, gift, contest or other arrangement, in which the supplier is to supply goods or services to the consumer or to another consumer specified in the agreement,

but does not include any transaction specified in the First Schedule;

“financial product” includes any arrangement, transaction or contract regulated, or supplied by any person regulated, under —

- (a) any written law administered by the Monetary Authority of Singapore;
- (b) the Commodity Trading Act (Cap. 48A); or
- (c) such other written law as the Minister may by order prescribe;

“financial services” includes any services regulated, or supplied by any person regulated, under —

- (a) any written law administered by the Monetary Authority of Singapore;
- (b) the Commodity Trading Act (Cap. 48A); or
- (c) such other written law as the Minister may by order prescribe;

“flat” means a horizontal stratum of any building or part thereof, whether the stratum or part is on one or more levels or is partially or wholly below the surface of the ground;

“goods” means —

- (a) any personal property, whether tangible or intangible, and includes —
 - (i) chattels that are attached or intended to be attached to real property on or after delivery; and
 - (ii) financial products and credit, including credit extended solely on the security of land;
- (b) any residential property; or
- (c) a voucher;

“hire-purchase agreement” has the same meaning as in the Hire-Purchase Act (Cap. 125);

“material fact” means any information that a supplier knows or ought reasonably to know would affect the decision of a consumer to enter into a consumer transaction;

“motor vehicle” has the same meaning as in section 2 of the Road Traffic Act (Cap. 276);

“motor vehicle dealer” means a supplier of motor vehicles;

“motor vehicle sale contract” means a contract between a consumer and a motor vehicle dealer for the sale of a motor vehicle to the consumer;

[Deleted by Act 25 of 2016 wef 09/12/2016]

“residential property” means any house, flat or other premises which is permitted to be used pursuant to any written law as a dwelling-house and any such house, flat or other premises which is in the course of being constructed;

“services” includes —

- (a) a service offered or provided that involves the addition to or maintenance, repair or alteration of goods or any residential property;
- (b) a membership in any club or organisation if the club or organisation is a business formed to make a profit for its owners;
- (c) the right to use time share accommodation under a time share contract; and
- (d) financial services;

“Small Claims Tribunal” means a Small Claims Tribunal constituted under section 4 of the State Courts Act (Cap. 321);

[Act 5 of 2014 wef 07/03/2014]

“specified body” means any person or body appointed under section 8(10);

“specified dispute resolution scheme” means, in respect of disputes arising in relation to any consumer transaction, any dispute resolution scheme specified for the purposes of section 7(10) by regulations made under section 20(2)(k) in respect of disputes arising in relation to a class of consumer transactions to which that consumer transaction belongs;

“supplier” means a person who, in the course of the person’s business —

- (a) provides goods or services to consumers;
- (b) manufactures, assembles or produces goods;
- (c) promotes the use or purchase of goods or services; or
- (d) receives or is entitled to receive money or other consideration as a result of the provision of goods or services to consumers,

and includes any employee or agent of the person, and the word “supply”, with its grammatical variations and cognate expressions, shall have corresponding meanings;

“time share accommodation” means any living accommodation, in Singapore or elsewhere, used or intended to be used (wholly or partly) for leisure purposes by a class of persons all of whom have rights to use, or participate in arrangements under which they may use, that accommodation or accommodation within a pool of accommodation to which that accommodation belongs;

“time share contract” means a contract which confers or purports to confer on an individual time share rights that are exercisable during a period of not less than 3 years;

“time share related contract” means a contract to assist a consumer to dispose of his time share rights conferred under a time share contract;

“time share rights” means rights to use time share accommodation for a specified or ascertainable period, but does not include rights under a contract of employment or an insurance policy;

“unfair practice” means an unfair practice within the meaning of section 4;

“voucher” means any document that purports to give the holder of the document the right to obtain goods or a service or the right to obtain goods or a service at a discounted or reduced price.

[15/2008]

[Act 10 of 2018 wef 01/04/2018]

(2) An individual who holds himself out as acting exclusively in the course of business shall be treated as acting exclusively in the course of business for the purpose of the definition of “consumer” in subsection (1).

(3) For the purposes of the definitions of “financial product” and “financial services” in subsection (1), a reference to a person regulated under a written law shall include a person exempted from being licensed, approved or regulated under that written law.

[15/2008]

PART II

UNFAIR PRACTICES

[Act 7 of 2012 wef 01/09/2012]

Application of Part

3. This Part shall not apply unless —

- (a) the supplier or consumer is resident in Singapore; or
- (b) the offer or acceptance relating to the consumer transaction is made in or is sent from Singapore.

[Act 7 of 2012 wef 01/09/2012]

Meaning of unfair practice

4. It is an unfair practice for a supplier, in relation to a consumer transaction —

- (a) to do or say anything, or omit to do or say anything, if as a result a consumer might reasonably be deceived or misled;
- (b) to make a false claim;
- (c) to take advantage of a consumer if the supplier knows or ought reasonably to know that the consumer —
 - (i) is not in a position to protect his own interests; or
 - (ii) is not reasonably able to understand the character, nature, language or effect of the transaction or any matter related to the transaction; or
- (d) without limiting the generality of paragraphs (a), (b) and (c), to do anything specified in the Second Schedule.

Circumstances surrounding unfair practice

5.—(1) An unfair practice may occur before, during or after a consumer transaction.

(2) An unfair practice may consist of a single act or omission.

(3) In determining whether or not a person has engaged in an unfair practice —

- (a) the reasonableness of the actions of that person in those circumstances is to be considered; and
- (b) an act or omission by an employee or agent of a person is deemed also to be an act or omission of the person if the act or omission occurred in the course of —
 - (i) the employee's employment with the person; or
 - (ii) the agent exercising the powers or performing the duties on behalf of the person within the scope of the agent's actual or apparent authority.

Consumer's right to sue for unfair practice

6.—(1) A consumer who has entered a consumer transaction involving an unfair practice may commence an action in a court of competent jurisdiction against the supplier.

(2) The right to commence an action under subsection (1) shall not apply where —

- (a) the amount of the claim exceeds the prescribed limit; or
- (b) there is no claim for money, and the remedy or relief sought in the action is in respect of a subject-matter the value of which exceeds the prescribed limit.

(3) For the purposes of subsection (2)(a), where the amount claimed consists of a balance not exceeding the prescribed limit after set-off of any amount claimed or recoverable by the supplier from the consumer, being a set-off admitted by the consumer in the particulars of his claim, the amount of the claim shall not be taken to exceed the prescribed limit.

(4) For the purposes of subsection (2)(b), where the subject-matter in an action is a residential property, its value shall be —

- (a) the annual value of the immovable property appearing in the Valuation List prepared under section 10 of the Property Tax Act (Cap. 254);
- (b) the annual rent, or 12 times the monthly rent, payable by the tenant in respect of the immovable property (if this value is lower than the value in paragraph (a)); or

(c) if the annual value, annual rent or monthly rent cannot be ascertained, one-tenth of the last transacted price.

(5) Where the amount of a claim in an action under subsection (1) exceeds the prescribed limit, the consumer may abandon the excess and thereafter —

(a) the amount of the claim shall be deemed to be within the prescribed limit;

(b) the consumer shall not recover in that action an amount exceeding the prescribed limit; and

(c) an order of the court in relation to that action shall be in full discharge of all demands in respect of that cause of action.

(6) The prescribed limit referred to in this section shall be \$30,000 or such other amount as the Minister may, by order in the *Gazette*, prescribe.

[15/2008]

(7) Any party to an action in a court under subsection (1) may, at any time, apply to that court to stay the proceedings so far as the proceedings relate to an unfair practice in respect of which an application has been made under section 9 against the same supplier.

[15/2008]

(8) The court to which an application under subsection (7) has been made may, if the court is satisfied that the determination in respect of the application under section 9 will be material to the action under subsection (1), make an order, upon such terms as the court thinks fit, staying the proceedings so far as the proceedings relate to that unfair practice.

[15/2008]

(9) Where no party to the proceedings has taken any further step in the proceedings for a period of 2 or more years after an order staying the proceedings has been made, the court may, on its own motion, make an order discontinuing the proceedings without prejudice to the right of any of the parties to apply for the discontinued proceedings to be reinstated.

[15/2008]

Jurisdiction and powers of courts

7.—(1) Notwithstanding section 5(1)(a) of the Small Claims Tribunals Act (Cap. 308), a Small Claims Tribunal shall have jurisdiction to hear and determine —

- (a) any action under section 6(1) insofar as the action relates to an unfair practice involving a relevant contract;
- (b) any action under section 8(6), (7) or (8) insofar as the action relates to an undertaking in respect of an unfair practice involving a relevant contract;
- (c) any action under any regulations made under section 11 insofar as the action relates to a relevant contract, a time share contract or a time share related contract;
- (d) any action under any provisions specified under section 20(2)(j), insofar as the action relates to a relevant contract; or
- (e) any action insofar as it relates to a deposit paid in relation to or in contemplation of a motor vehicle sale contract.

[15/2008]

[Act 33 of 2018 wef 01/11/2019]

(2) In subsection (1), “relevant contract” means a contract mentioned in paragraph 1(a) or (c) of the Schedule to the Small Claims Tribunals Act (Cap. 308), but does not include a contract relating to the sale of immovable property.

[Act 33 of 2018 wef 01/11/2019]

(2A) For the avoidance of doubt, subsections (1)(b) and (2) to (5) of section 5 of the Small Claims Tribunals Act shall apply, with the necessary modifications, to a Small Claims Tribunal exercising the jurisdiction conferred by subsection (1).

[15/2008]

[Act 33 of 2018 wef 01/11/2019]

(3) For the purposes of determining whether an action under section 6(1) exceeds the District Court limit or the Magistrate’s Court limit within the meaning of the State Courts Act (Cap. 321), such an action shall be deemed to be a claim founded on contract.

[Act 5 of 2014 wef 07/03/2014]

(4) Without prejudice to any other powers of the court to grant relief, a court (other than a Small Claims Tribunal) may in any proceedings where the court finds that a supplier has engaged in an unfair practice —

- (a) order restitution of any money, property or other consideration given or furnished by the consumer;
- (b) award the consumer damages in the amount of any loss or damage suffered by the consumer as a result of the unfair practice;
- (c) make an order of specific performance against the supplier;
- (d) make an order directing the supplier to repair goods or provide parts for goods; or
- (e) make an order varying the contract between the supplier and the consumer.

(5) For the avoidance of doubt, in an action under section 6(1) before a Small Claims Tribunal, the Tribunal may make orders pursuant to the provisions of the Small Claims Tribunals Act.

(6) Notwithstanding subsections (4) and (5), the court shall not grant any relief in respect of any goods or services intended for business use in an action under section 6(1).

(7) For the purposes of subsection (6), the court may apportion the use of goods and services between business use and non-business use as the court considers just and equitable in the circumstances of the case (notwithstanding that the goods or services are indivisible) and grant relief only in respect of the portion of goods and services so attributed with non-business use.

(8) For the purposes of subsections (6) and (7) and section 17, goods or services intended for business use shall include —

- (a) goods or services (as the case may be) that the consumer intends to re-sell in the course of his business; and
- (b) goods that the consumer intends to use up or transform, in the course of his business, in a process of production or manufacturing or in repairing or treating other goods or fixtures,

and “business use” and “non-business use” shall be construed accordingly.

(9) Where the court finds that an unfair practice has occurred, the court shall, in making an order in an action under section 6(1), have regard to whether or not the consumer made a reasonable effort to —

- (a) minimise any loss or damage resulting from the unfair practice; and
- (b) resolve the dispute with the supplier before commencing the action.

(10) For the purposes of subsection (9)(b), if any specified dispute resolution scheme was available to the consumer in respect of the dispute, the court shall consider whether the consumer had sought to resolve the dispute through such a scheme.

[15/2008]

Voluntary compliance agreement

8.—(1) Where there are reasonable grounds for believing that a supplier has engaged, is engaging or is likely to engage in an unfair practice, a specified body may invite the supplier to enter into a voluntary compliance agreement.

(2) The voluntary compliance agreement shall —

- (a) be in writing; and
- (b) include an undertaking that the supplier will not engage in the unfair practice.

(3) Subject to subsection (5), the specified body may (with the agreement of the supplier) include in a voluntary compliance agreement all or any of the following undertakings by the supplier:

- (a) to compensate any consumer who has suffered loss or damage as a result of an unfair practice;
- (b) to reimburse any specified body for any costs or expenses incurred by it;
- (c) to publicise the voluntary compliance agreement,

in such manner or upon such terms as specified in the undertakings.

(4) Subject to subsection (5), the specified body may (after entering into a voluntary compliance agreement and with the agreement of the supplier) —

- (a) vary the terms of any undertaking included in the voluntary compliance agreement; or
- (b) include, in the voluntary compliance agreement, additional undertakings referred to in subsection (3).

(5) No undertaking referred to in subsection (3)(a) shall be included in a voluntary compliance agreement or varied after its inclusion, except at the request of the consumer to whom the undertaking relates.

(6) Where a supplier fails to comply with any undertaking referred to in subsection (3)(a), the consumer may recover the compensation specified in the undertaking as a civil debt due to the consumer.

(7) Where a supplier fails to comply with any undertaking referred to in subsection (3)(b), the specified body may recover the reimbursement specified in the undertaking as a civil debt due to the specified body.

(8) Where a supplier fails to comply with any undertaking referred to in subsection (3)(c), the specified body may publicise the voluntary compliance agreement in accordance with the undertaking and recover the costs and expenses so incurred from the supplier as a civil debt due to the specified body.

(9) Unless otherwise provided in the voluntary compliance agreement, recovery of compensation or reimbursement (as the case may be) under a voluntary compliance agreement or under subsection (6), (7) or (8) shall bar all further actions to recover any loss, damage, costs or expenses to which the undertaking so enforced relates.

(10) The Minister may, by notification in the *Gazette*, appoint any person or body as a specified body for the purposes of this section.

[Act 25 of 2016 wef 09/12/2016]

Declaration or injunction

9.—(1) Where a supplier has engaged, is engaging or is likely to engage in an unfair practice, the District Court or General Division of the High Court may, on the application of the Commission —

- (a) make a declaration that the practice engaged in or about to be engaged in by the supplier is an unfair practice;
- (b) grant an injunction restraining the supplier from engaging in the unfair practice; and
- (c) if the District Court or General Division of the High Court grants relief under paragraph (a) or (b), make in addition one or more of the accompanying orders mentioned in subsection (4).

[Act 25 of 2016 wef 09/12/2016]

[Act 10 of 2018 wef 01/04/2018]

[Act 40 of 2019 wef 02/01/2021]

(2) Where an application is made to the District Court or General Division of the High Court for the grant of a declaration or an injunction under subsection (1), the power of the District Court or General Division of the High Court to grant the declaration or injunction may be exercised —

- (a) if the District Court or General Division of the High Court is satisfied that the supplier has engaged in the unfair practice, whether or not it appears to the District Court or General Division of the High Court that the supplier intends to engage again, or to continue to engage, in the unfair practice; or

[Act 40 of 2019 wef 02/01/2021]

- (b) if the District Court or General Division of the High Court is satisfied that, in the event that a declaration or an injunction is not granted, it is likely that the supplier will engage in the unfair practice, whether or not the supplier has previously engaged in the unfair practice and whether or not there is any likelihood of irreparable harm to any

consumer or class of consumers if the supplier engages in the unfair practice.

[Act 25 of 2016 wef 09/12/2016]

[Act 40 of 2019 wef 02/01/2021]

(3) Where an application is made to the District Court or General Division of the High Court for an injunction under subsection (1), the District Court or General Division of the High Court may (pending determination of the application) grant an interim injunction restraining the supplier from engaging in the unfair practice, if the District Court or General Division of the High Court considers it desirable to do so —

(a) whether or not it appears to the District Court or General Division of the High Court that the supplier intends to engage again, or to continue to engage, in the unfair practice; or

[Act 40 of 2019 wef 02/01/2021]

(b) whether or not the supplier has previously engaged in the unfair practice and whether or not there is any likelihood of irreparable harm to any consumer or class of consumers if the supplier engages in the unfair practice.

[Act 25 of 2016 wef 09/12/2016]

[Act 40 of 2019 wef 02/01/2021]

(4) The accompanying orders for the purposes of subsection (1)(c) are as follows:

(a) an order that the supplier must periodically publish, at the supplier's expense, for a specified period that the supplier continues to be a supplier, the details of the declaration or injunction in the form and manner and at the intervals as will secure prompt and adequate publicity for the declaration or injunction against the supplier;

(b) an order that the supplier must, before any consumer enters into a contract in relation to a consumer transaction with the supplier during a specified period —

(i) notify the consumer in writing about the declaration or injunction against the supplier; and

- (ii) obtain the consumer's written acknowledgment of the notice in sub-paragraph (i);
- (c) an order that the supplier must include in every invoice or receipt issued by the supplier to a consumer during a specified period, a statement that the District Court or General Division of the High Court has granted a declaration or injunction against the supplier;
[Act 40 of 2019 wef 02/01/2021]
- (d) an order that the supplier must, within 14 days after any of the following events occurring in a specified period, notify the Commission in writing:
 - (i) a change in the premises or number of premises at which the supplier carries on business as a supplier;
 - (ii) a change in the Internet address or number of Internet addresses through which consumer transactions with the supplier may be entered into;
 - (iii) the supplier converts from a firm or private company to a limited liability partnership under section 20 or 21 of the Limited Liability Partnerships Act (Cap. 163A), respectively;
 - (iv) the supplier undergoes any arrangement, reconstruction or amalgamation under Part VII of the Companies Act (Cap. 50);
- (iva) an order is made under section 71 of the Insolvency, Restructuring and Dissolution Act 2018 approving a compromise or an arrangement between the supplier and the supplier's creditors;
[Act 40 of 2018 wef 30/07/2020]
- (v) the supplier is subject to receivership under Part 6 of the Insolvency, Restructuring and Dissolution Act 2018;
[Act 40 of 2018 wef 30/07/2020]
- (vi) the supplier is subject to judicial management under Part 7 of the Insolvency, Restructuring and Dissolution Act 2018;
[Act 40 of 2018 wef 30/07/2020]

(vii) the supplier is subject to winding up under Part 8 of the Insolvency, Restructuring and Dissolution Act 2018;

[Act 40 of 2018 wef 30/07/2020]

(viii) any other event prescribed under this Act;

[Act 10 of 2018 wef 01/04/2018]

(e) where the supplier is an individual, an order that the individual must inform the Commission in writing if a notifiable event occurs in a specified period;

[Act 10 of 2018 wef 01/04/2018]

(f) where the supplier is a partnership that has one or more partners who are individuals, an order that any one or all of those individuals must inform the Commission in writing if a notifiable event occurs in a specified period;

[Act 10 of 2018 wef 01/04/2018]

(g) an order that the supplier must reimburse the Commission for the cost of publishing or causing to be published all or any of the following:

(i) a notice that the Commission has commenced an action under subsection (1) against the supplier;

(ii) a notice that an interim injunction has been granted against the supplier under subsection (3), and details of the interim injunction;

(iii) a notice that an injunction, declaration, or both, have been granted against the supplier under subsection (1), and details of the injunction and declaration.

[Act 25 of 2016 wef 09/12/2016]

[Act 10 of 2018 wef 01/04/2018]

(5) For the purposes of subsection (4)(a) and (g)(ii) and (iii), a reference to the details of a declaration, an injunction or an interim injunction granted against a supplier includes the following:

(a) particulars of the declaration, injunction or interim injunction (as the case may be);

(b) the name of the supplier;

- (c) whether the supplier is subject to any other subsisting declaration or injunction, or both, pursuant to any other action commenced under this section;
- (d) the address at which the supplier is carrying on the supplier's business;
- (e) where the supplier carries on business through the Internet, the Internet address at which the supplier may enter into a consumer transaction with a consumer.

[Act 25 of 2016 wef 09/12/2016]

(6) Where the District Court or General Division of the High Court makes 2 or more accompanying orders mentioned in subsection (4)(a) to (d) against a supplier, the specified period in respect of each of the orders must be the same.

[Act 25 of 2016 wef 09/12/2016]

[Act 40 of 2019 wef 02/01/2021]

(7) Subject to subsections (8) to (11), a reference to a specified period in subsection (4) is a reference to such period specified by the District Court or General Division of the High Court, not exceeding 5 years or such other period as the Minister may prescribe in place of the 5 years.

[Act 25 of 2016 wef 09/12/2016]

[Act 40 of 2019 wef 02/01/2021]

(8) If a supplier fails to comply with an order mentioned in subsection (4)(a) to (d) accompanying a declaration or injunction made under subsection (1), the District Court or General Division of the High Court which made the declaration or injunction may, on the application of the Commission, extend the specified period in the order to such time not exceeding the maximum period specified in subsection (10).

[Act 25 of 2016 wef 09/12/2016]

[Act 10 of 2018 wef 01/04/2018]

[Act 40 of 2019 wef 02/01/2021]

(9) If an individual fails to comply with an order mentioned in subsection (4)(e) or (f) accompanying a declaration or an injunction made under subsection (1), the District Court or General Division of the High Court which made the declaration or injunction may, on the application of the Commission, extend the specified period in the

order to such time not exceeding the maximum period specified in subsection (10).

[Act 25 of 2016 wef 09/12/2016]

[Act 10 of 2018 wef 01/04/2018]

[Act 40 of 2019 wef 02/01/2021]

(10) In subsections (8) and (9), the aggregate of the specified period and all extensions of time under each of those provisions must not exceed 10 years after the date on which the accompanying order under subsection (4) was made, or such other period as the Minister may prescribe in place of the 10 years.

[Act 25 of 2016 wef 09/12/2016]

(11) For the purposes of subsections (7) and (10), any period prescribed by the Minister applies to any application made by the Commission under subsection (1), (8) or (9) (as the case may be) on or after the date of such prescription.

[Act 25 of 2016 wef 09/12/2016]

[Act 10 of 2018 wef 01/04/2018]

(12) Without prejudice to subsection (8), if a supplier enters into a consumer transaction with a consumer in breach of an accompanying order mentioned in subsection (4)(b), then the consumer may, within 6 months after the date on which the contract was entered into, cancel the contract in accordance with regulations made under section 20(2)(m).

[Act 25 of 2016 wef 09/12/2016]

(13) Subsections (8), (9) and (12) apply despite any proceedings which may be commenced against the supplier or individual (as the case may be) for contempt of court.

[Act 25 of 2016 wef 09/12/2016]

(14) If a practice of the supplier has been declared or permanently enjoined by the District Court or General Division of the High Court as being an unfair practice under this section, the order is, in any other civil proceedings involving the supplier except an appeal from the order, conclusive proof that the practice in question is an unfair practice.

[Act 25 of 2016 wef 09/12/2016]

[Act 40 of 2019 wef 02/01/2021]

(15) In this section and section 10, “notifiable event” means an event specified in the Fifth Schedule.

[Act 25 of 2016 wef 09/12/2016]

Injunction against person from knowingly abetting, aiding, permitting or procuring supplier to engage in unfair practice

10.—(1) The District Court or General Division of the High Court may, on the application of the Commission, grant an injunction restraining a person from knowingly abetting, aiding, permitting or procuring a supplier to engage in an unfair practice if —

(a) the District Court or General Division of the High Court is satisfied that the person has knowingly abetted, aided, permitted or procured the supplier to engage in the unfair practice; or

[Act 40 of 2019 wef 02/01/2021]

(b) the District Court or General Division of the High Court is satisfied that, in the event that an injunction is not granted, it is likely that the person will knowingly abet, aid, permit or procure the supplier to engage in the unfair practice.

[Act 10 of 2018 wef 01/04/2018]

[Act 40 of 2019 wef 02/01/2021]

(2) An order under subsection (1)(a) may be made whether or not it appears to the District Court or General Division of the High Court that the person intends to continue to abet, aid, permit or procure the supplier to engage in the unfair practice.

[Act 40 of 2019 wef 02/01/2021]

(3) An order under subsection (1)(b) may be made whether or not —

(a) the person has previously abetted, aided, permitted or procured the supplier to engage in the unfair practice; or

(b) there is any likelihood of irreparable harm to any consumer or class of consumers —

(i) if the person abets, aids, permits or procures the supplier to engage in the unfair practice; or

(ii) if the supplier engages in the unfair practice.

(4) Pending the determination of an application by the Commission made under subsection (1), the District Court or General Division of the High Court hearing the application may grant an interim injunction restraining the person from knowingly abetting, aiding, permitting or procuring the supplier to engage in an unfair practice, if the District Court or General Division of the High Court considers it desirable to do so.

[Act 10 of 2018 wef 01/04/2018]

[Act 40 of 2019 wef 02/01/2021]

(5) A District Court or the General Division of the High Court may grant an interim injunction under subsection (4) whether or not —

- (a) it appears to the District Court or General Division of the High Court that the person intends to continue to abet, aid, permit or procure the supplier to engage in the unfair practice;

[Act 40 of 2019 wef 02/01/2021]

- (b) the person has previously abetted, aided, permitted or procured the supplier to engage in the unfair practice; or
- (c) there is any likelihood of irreparable harm to any consumer or class of consumers —

- (i) if the person abets, aids, permits or procures the supplier to engage in the unfair practice; or

- (ii) if the supplier engages in the unfair practice.

[Act 40 of 2019 wef 02/01/2021]

(6) If the District Court or General Division of the High Court makes an injunction under subsection (1) against a person, the District Court or General Division of the High Court may, in addition, order —

- (a) that the person must publish, at the person's expense, for a specified period the particulars of the injunction in the form and manner and at the intervals as will secure prompt and adequate publicity for the injunction against the person;

(b) that the person must reimburse the Commission for the cost of publishing or causing to be published all or any of the following:

- (i) a notice that the Commission has commenced an action under this section against the person;
- (ii) a notice that an interim injunction has been granted against the person under subsection (4), and details of the interim injunction;
- (iii) a notice that an injunction has been granted against the person under subsection (1), and details of the injunction; and

[Act 10 of 2018 wef 01/04/2018]

(c) where the person is an individual, that the individual must, if a notifiable event occurs in the specified period, inform the Commission in writing within 14 days after the event.

[Act 10 of 2018 wef 01/04/2018]

[Act 40 of 2019 wef 02/01/2021]

(7) For the purposes of subsection (6)(b)(ii) and (iii), a reference to the details of an injunction or interim injunction granted against a person includes —

- (a) the particulars of the injunction or interim injunction (as the case may be);
- (b) the name of the person; and
- (c) whether the person is subject to any other subsisting injunction pursuant to any other action commenced under this section.

(8) Subject to subsection (9), a reference to a specified period in subsection (6)(c) is a reference to such period specified by the District Court or General Division of the High Court, not exceeding 5 years or such other period as the Minister may prescribe in place of the 5 years.

[Act 40 of 2019 wef 02/01/2021]

(9) If an individual fails to comply with an order made under subsection (6)(c), the District Court or General Division of the High Court which made the injunction may, on the application of the

Commission, extend the specified period mentioned in the order to such time not exceeding 10 years after the date on which the order under subsection (6)(c) was made, or such other period as the Minister may prescribe in place of the 10 years.

[Act 10 of 2018 wef 01/04/2018]

[Act 40 of 2019 wef 02/01/2021]

(10) For the purposes of subsections (8) and (9), any period prescribed by the Minister applies to any application made by the Commission under subsection (1) or (9) (as the case may be) on or after the date of such prescription.

[Act 10 of 2018 wef 01/04/2018]

(11) Subsection (9) applies despite any proceedings which may be commenced against the individual for contempt of court.

[Act 25 of 2016 wef 09/12/2016]

Right to cancel certain contracts within cancellation period

11.—(1) The Minister may make regulations prescribing that a consumer who, in relation to a consumer transaction, has entered into a contract falling within any class of contracts specified in the regulations may cancel the contract within a cancellation period specified in the regulations.

(2) For the purposes of this section, the Minister may make regulations prescribing —

- (a) the manner in which notices of cancellation may be properly given;
- (b) any notice that the supplier must give to the consumer and the manner in which such notice may be properly given;
- (c) the rights and obligations of parties to a contract cancelled pursuant to regulations made under this section, or any other contract entered into for the purposes of the cancelled contract, including the amount or value of any deposit, security, goods or compensation recoverable in an action arising from the cancellation; and
- (d) the effect of cancellation pursuant to regulations made under this section on any rights the parties to the contract may otherwise have.

Limitation period

12.—(1) No action under section 6 shall be commenced later than 2 years after —

- (a) the date of the occurrence of the last material event on which the action is based; or
- (b) the earliest date on which the consumer had knowledge that the supplier had engaged in the unfair practice to which the action relates, including —
 - (i) in the case of an unfair practice referred to in section 4(a) or (b) or involving any representation, act or omission that is false, deceptive or misleading, knowledge that the representation, act or omission is false, deceptive or misleading; and
 - (ii) in the case of an unfair practice referred to in section 4(c) or involving taking advantage of the consumer, knowledge that the supplier had taken advantage of him,

whichever occurs later.

[15/2008]

(2) No action under section 8(6), (7) or (8) shall be commenced later than one year after the date of the failure to comply with the undertaking sought to be enforced.

[Act 25 of 2016 wef 09/12/2016]

(3) No action under section 9 shall be commenced later than 2 years —

- (a) after the date of the occurrence of the last material event on which the action is based; or
- (b) where the Commission alleges in the action that the supplier has engaged in an unfair practice in respect of any consumer, after the earliest date on which that consumer had knowledge that the supplier had engaged in the alleged unfair practice, as provided in subsection (1)(b),

[Act 25 of 2016 wef 09/12/2016]

[Act 10 of 2018 wef 01/04/2018]

whichever occurs later.

[15/2008]

(3A) The Commission must commence an action under section 10 within 2 years after the date of the occurrence of the last material event on which the action is based.

[Act 25 of 2016 wef 09/12/2016]

[Act 10 of 2018 wef 01/04/2018]

(4) No action under any regulations made under section 11 shall be commenced later than one year after the date of the cancellation of the contract.

[Act 25 of 2016 wef 09/12/2016]

(5) Knowledge that any representation, act or omission did or did not, as a matter of law, involve an unfair practice is irrelevant for the purposes of subsection (1)(b).

(6) For the purposes of subsection (1)(b), a consumer's knowledge includes knowledge which he might reasonably have been expected to acquire from facts —

(a) observable or ascertainable by him; or

(b) ascertainable by him with the help of appropriate expert advice which it is reasonable for him to seek.

(7) A consumer shall not be taken by virtue of subsection (6) to have knowledge of a fact ascertainable only with the help of expert advice so long as he has taken all reasonable steps to obtain (and, where appropriate, to act on) that advice.

(8) The Limitation Act (Cap. 163) shall apply (with the necessary modifications, including the modifications set out in the Fourth Schedule) to actions referred to in this section as if such actions were actions for which a period of limitation is prescribed in Part II of the Limitation Act.

[Act 25 of 2016 wef 09/12/2016]

PART III

ADDITIONAL CONSUMER RIGHTS IN RESPECT OF NON-CONFORMING GOODS

[Act 7 of 2012 wef 01/09/2012]

Interpretation of this Part

12A.—(1) In this Part, unless the context otherwise requires —

“applicable contract” means —

- (a) a contract of sale of goods;
- (b) a contract for the transfer of goods; or
- (c) a hire-purchase agreement;

“contract for the transfer of goods” has the same meaning as in the Supply of Goods Act (Cap. 394);

“contract of sale of goods” has the same meaning as in the Sale of Goods Act (Cap. 393);

“delivery” has the same meaning as in the Sale of Goods Act;

“goods” —

- (a) in relation to a sale, has the same meaning as in the Sale of Goods Act; and
- (b) in relation to any other transfer, has the same meaning as in the Supply of Goods Act;

“hire-purchase agreement” has the same meaning as in the Hire-Purchase Act (Cap. 125);

“repair” means, in cases where there is a lack of conformity in goods within the meaning of subsection (4), to bring the goods into conformity with the contract;

“transferee” —

- (a) in relation to a contract of sale of goods, means the buyer within the meaning of the Sale of Goods Act;
- (b) in relation to a contract for the transfer of goods, has the same meaning as in the Supply of Goods Act; and
- (c) in relation to a hire-purchase agreement, means the hirer within the meaning of the Hire-Purchase Act;

“transferor” —

- (a) in relation to a contract of sale of goods, means the seller within the meaning of the Sale of Goods Act;
- (b) in relation to a contract for the transfer of goods, has the same meaning as in the Supply of Goods Act; and
- (c) in relation to a hire-purchase agreement, means the owner within the meaning of the Hire-Purchase Act.

(2) References in this Part to dealing as consumer are to be construed in accordance with Part I of the Unfair Contract Terms Act (Cap. 396).

(3) For the purposes of this Part, it is for a transferor claiming that the transferee does not deal as consumer to show that he does not.

(4) For the purposes of this Part, goods do not conform to —

- (a) a contract of sale of goods if there is, in relation to the goods, a breach of an express term of the contract or a term implied by section 13, 14 or 15 of the Sale of Goods Act;
- (b) a contract for the supply or transfer of goods if there is, in relation to the goods, a breach of an express term of the contract or a term implied by section 3, 4 or 5 of the Supply of Goods Act; and
- (c) a hire-purchase agreement if there is, in relation to the goods, a breach of an express term of the contract or a term implied by section 6A, 6B or 6C of the Hire-Purchase Act.

(5) The following provisions shall not apply to this Part:

- (a) the definitions of “consumer” and “goods” in section 2(1);
- (b) section 2(2); and
- (c) the provisions in Part IV.

[Act 7 of 2012 wef 01/09/2012]

Application of this Part

12B.—(1) This Part applies if —

- (a) the transferee deals as consumer;

- (b) the goods do not conform to the applicable contract at the time of delivery; and
- (c) the contract was made on or after the date of commencement of section 6 of the Consumer Protection (Fair Trading) (Amendment) Act 2012.
- (2) If this section applies, the transferee has the right —
- (a) under and in accordance with section 12C, to require the transferor to repair or replace the goods; or
- (b) under and in accordance with section 12D —
- (i) to require the transferor to reduce the amount to be paid for the transfer by the transferee by an appropriate amount; or
- (ii) to rescind the contract with regard to the goods in question.
- (3) For the purposes of subsection (1)(b), goods which do not conform to the applicable contract at any time within the period of 6 months starting after the date on which the goods were delivered to the transferee must be taken not to have so conformed at that date.

[Act 25 of 2016 wef 09/12/2016]

- (4) Subsection (3) does not apply if —

- (a) it is established that the goods did so conform at that date; or
- (b) its application is incompatible with the nature of the goods or the nature of the lack of conformity.

[Act 7 of 2012 wef 01/09/2012]

Repair or replacement of goods

12C.—(1) If section 12B applies, the transferee may require the transferor to —

- (a) repair the goods; or
- (b) replace the goods.

(2) If the transferee requires the transferor to repair or replace the goods, the transferor must —

- (a) repair or, as the case may be, replace the goods within a reasonable time and without causing significant inconvenience to the transferee; and
 - (b) bear any necessary costs incurred in doing so (including in particular the cost of any labour, materials or postage).
- (3) The transferee must not require the transferor to repair or, as the case may be, replace the goods if that remedy is —
- (a) impossible;
 - (b) disproportionate in comparison to the other of those remedies; or
 - (c) disproportionate in comparison to an appropriate reduction in the amount to be paid for the transfer under paragraph (a), or rescission under paragraph (b), of section 12D(1).
- (4) One remedy is disproportionate in comparison to the other if the one imposes costs on the transferor which, in comparison to those imposed on him by the other, are unreasonable, taking into account —
- (a) the value which the goods would have if they conformed to the applicable contract;
 - (b) the significance of the lack of conformity with the applicable contract; and
 - (c) whether the other remedy could be effected without causing significant inconvenience to the transferee.
- (5) Any question as to what is a reasonable time or significant inconvenience is to be determined by reference to —
- (a) the nature of the goods; and
 - (b) the purpose for which the goods were acquired.

[Act 7 of 2012 wef 01/09/2012]

Reduction in amount to be paid or rescission of contract

12D.—(1) If section 12B applies, the transferee may —

- (a) require the transferor to reduce the amount to be paid for the transfer of the goods in question to the transferee by an appropriate amount; or
- (b) rescind the contract with regard to those goods,

if the condition in subsection (2) is satisfied.

(2) The condition is that —

- (a) by virtue of section 12C(3) the transferee may require neither repair nor replacement of the goods; or
- (b) the transferee has required the transferor to repair or replace the goods, but the transferor is in breach of the requirement of section 12C(2)(a) to do so within a reasonable time and without causing significant inconvenience to the transferee.

(3) For the purposes of this Part, if the transferee rescinds the contract, any reimbursement to the transferee may be reduced to take account of the use he has had of the goods since they were delivered to him.

[Act 7 of 2012 wef 01/09/2012]

Relation to other remedies, etc.

12E.—(1) If the transferee requires the transferor to repair or replace the goods, the transferee must not act under subsection (2) until he has given the transferor a reasonable time in which to repair or replace (as the case may be) the goods.

(2) The transferee acts under this subsection if —

- (a) he rejects the goods and terminates the contract for breach of condition; or
- (b) he requires the goods to be repaired or replaced (as the case may be).

[Act 7 of 2012 wef 01/09/2012]

Powers of court

12F.—(1) In any proceedings in which a remedy is sought under this Part, the court may, in addition to any other power it has, act under this section.

(2) On the application of the transferee, the court may make an order requiring specific performance by the transferor of any obligation imposed on him by virtue of section 12C.

(3) Subsection (4) applies if —

(a) the transferee requires the transferor to give effect to a remedy under section 12C or 12D or has claims to rescind under section 12D; but

(b) the court decides that another remedy under section 12C or 12D is appropriate.

(4) The court may proceed —

(a) as if the transferee had required the transferor to give effect to the other remedy; or

(b) if the other remedy is rescission under section 12D, as if the transferee had claimed to rescind the contract under that section.

(5) If the transferee has claimed to rescind the contract, the court may order that any reimbursement to the transferee be reduced to take account of the use he has had of the goods since they were delivered to him.

(6) The court may make an order under this section unconditionally or on such terms and conditions as to damages, payment for the goods and otherwise as it thinks just.

(7) Subject to its jurisdiction under section 5 of the Small Claims Tribunals Act (Cap. 308), a Small Claims Tribunal may, in addition to its powers under that Act, act under this section.

[Act 7 of 2012 wef 01/09/2012]

PART IIIA

INVESTIGATION POWERS

[Act 25 of 2016 wef 09/12/2016]

Power to investigate

12G.—(1) The Commission may conduct an investigation if there are reasonable grounds for suspecting —

- (a) that a supplier has engaged, is engaging or is likely to engage in an unfair practice; or
- (b) that a person —
 - (i) has knowingly abetted, aided, permitted or procured; or
 - (ii) is knowingly abetting, aiding, permitting or procuring,a supplier to engage in an unfair practice.

[Act 10 of 2018 wef 01/04/2018]

(2) The chief executive may appoint, by name or office —

- (a) any officer or employee of the Commission; or
- (b) any auxiliary police officer,

[Act 10 of 2018 wef 01/04/2018]

to be an investigation officer for the purpose of conducting investigations under this Part.

(3) Every investigation officer, when exercising any of the investigation officer's powers under this Act, must —

- (a) declare the investigation officer's office if the officer is an officer or employee of the Commission; and
- (b) on demand, produce to any person affected by the exercise of that power such identification card as the chief executive may issue for this purpose.

[Act 10 of 2018 wef 01/04/2018]

(4) It is not an offence for any person to refuse to comply with any request, demand or order of an investigation officer if the investigation officer does not comply with subsection (3).

(5) In this section, “auxiliary police officer” means a person appointed as such under Part IX of the Police Force Act (Cap. 235).

[Act 25 of 2016 wef 09/12/2016]

Power to require documents, articles or information

12H.—(1) The Commission may, by notice in writing to a supplier mentioned in section 12G(1)(a) or a person mentioned in section 12G(1)(b) (called in this Part the person under investigation), require the person under investigation to produce to the Commission a specified document or article, or to provide the Commission with specified information, which the Commission considers to be relevant to an investigation mentioned in section 12G(1).

[Act 10 of 2018 wef 01/04/2018]

(2) A notice under subsection (1) must —

(a) indicate the purpose for which the specified document or article or specified information is required by the Commission; and

[Act 10 of 2018 wef 01/04/2018]

(b) be accompanied by a copy of the offences under sections 12O to 12R.

(3) The Commission may also specify in the notice —

(a) the time and place at which the specified document or article is to be produced or specified information is to be provided; and

(b) the manner and form in which the specified document or article or specified information is to be produced or provided.

[Act 10 of 2018 wef 01/04/2018]

(4) The power under this section to require a person under investigation to produce a document includes the power —

(a) if the document is produced —

(i) to take copies of, or extracts from, the document; and

(ii) to require that person under investigation, or any other person who is a present or past officer of that

person under investigation, or is or was at any time employed by that person under investigation, to provide an explanation of the document; or

- (b) if the document is not produced, to require the person under investigation or the other person mentioned in paragraph (a)(ii) to state, to the best of that person's knowledge and belief, where the document is.

(5) In subsection (1), “specified” means —

- (a) specified or described in the notice; or
(b) falling in a category which is specified or described in the notice.

[Act 25 of 2016 wef 09/12/2016]

Power to enter premises without warrant

12I.—(1) In connection with an investigation under section 12G(1), an investigation officer and such other persons as the Commission has authorised in writing to accompany and assist the investigation officer (called in this section an authorised assistant) may enter any premises reasonably suspected of being used by the person under investigation in connection with an unfair practice.

[Act 10 of 2018 wef 01/04/2018]

(2) An investigation officer or authorised assistant must not enter any premises in the exercise of the powers under this section unless the investigation officer has given the occupier of the premises a written notice which —

- (a) gives at least 2 working days' notice of the intended entry;
(b) indicates the subject matter and purpose of the investigation; and
(c) is accompanied with a copy of the offences under sections 12O to 12R.

(3) Subsection (2) does not apply if the investigation officer has taken all such steps as are reasonably practicable to give notice but has not been able to do so.

(4) Where subsection (3) applies, the power of entry conferred by subsection (1) may be exercised on the production of —

- (a) evidence of the investigation officer's authorisation and the authorisation of every authorised assistant accompanying the investigation officer; and
- (b) a document containing the information mentioned in subsection (2)(b) and (c).

(5) An investigation officer or authorised assistant entering any premises under this section may —

- (a) inspect and search the premises;
- (b) take such photograph or audio or video recording as the investigation officer or authorised assistant thinks necessary, of the premises and persons on the premises reasonably believed to be acquainted with the facts and circumstances relevant to the investigation;
- (c) seize and detain any goods found on the premises that the investigation officer or authorised assistant reasonably believes to be relevant to the investigation, and carry out an examination of the goods to ascertain whether the supplier concerned has engaged in any unfair practice under investigation;
- (d) bring any equipment which the investigation officer or authorised assistant considers to be necessary;
- (e) require any person on the premises —
 - (i) to produce any document which the investigation officer or authorised assistant considers relevant to the investigation;
 - (ii) if the document is produced, to provide an explanation of it; and
 - (iii) if the document is not produced, to state, to the best of the person's knowledge and belief, where any such document is to be found;

- (f) take copies of, or extracts from, any document that is produced;
- (g) if the investigation officer or authorised assistant considers any information that is stored in any electronic form and is accessible from the premises to be relevant to the investigation, require that information to be produced in a form in which the information —
 - (i) can be taken away; and
 - (ii) is visible and legible; and
- (h) take any step which appears to be necessary to preserve or prevent interference with any document which the investigation officer or authorised assistant considers relevant to the investigation.

[Act 25 of 2016 wef 09/12/2016]

Power to enter premises under warrant

12J.—(1) The court may, on the application of the Commission, issue a warrant authorising by name an investigation officer and one or more authorised assistants to take all or any of the actions in subsection (3) in relation to the premises in respect of which any one of the conditions in subsection (2) applies.

[Act 10 of 2018 wef 01/04/2018]

(2) The conditions are as follows:

- (a) there are reasonable grounds for suspecting that there are on any premises, documents which have not been produced as required by the Commission under section 12H or 12I(5)(e);

[Act 10 of 2018 wef 01/04/2018]

(b) there are reasonable grounds for suspecting that —

- (i) there are on any premises documents which the Commission has power under section 12H to require to be produced; and

[Act 10 of 2018 wef 01/04/2018]

- (ii) if the documents were required to be produced, they would not be produced but would be concealed, removed, tampered with or destroyed;

- (c) there are reasonable grounds for suspecting that —
 - (i) there are on any premises documents or goods which the Commission has power under section 12I to require to be produced or to seize and detain; and
[Act 10 of 2018 wef 01/04/2018]
 - (ii) if notice is given under section 12I(2), the documents or goods would be concealed, removed, tampered with or destroyed;
- (d) an investigation officer or an authorised assistant has attempted to enter the premises in the exercise of the investigation officer's or the authorised assistant's powers (as the case may be) under section 12I but has been unable to do so and there are reasonable grounds for suspecting that there are on the premises —
 - (i) documents the production of which could have been required under that section; or
 - (ii) goods which may be seized and detained under that section.

(3) The actions, in relation to the premises mentioned in subsection (2)(a) to (d), are as follows:

- (a) enter those premises using such force as is reasonably necessary for the purpose;
- (b) search any person on those premises if there are reasonable grounds for believing that the person has in the person's possession any document, goods, equipment or article which is relevant to the investigation;
- (c) take such photograph or audio or video recording as the named investigation officer or authorised assistant thinks necessary, of the premises and persons on the premises reasonably believed to be acquainted with the facts and circumstances relevant to the investigation;
- (d) seize and detain any goods found on the premises that the named investigation officer or authorised assistant reasonably believes to be relevant to the investigation,

- and examine the goods to ascertain whether the supplier concerned has engaged in any unfair practice under investigation;
- (e) bring any equipment which the named investigation officer or authorised assistant considers to be necessary;
 - (f) search the premises and take copies of, or extracts from, any document appearing to be relevant to the investigation;
 - (g) take possession of any document found on the premises appearing to be relevant to the investigation if —
 - (i) such action appears to be necessary to preserve or prevent interference with the document; or
 - (ii) it is not reasonably practicable to take copies of the document on the premises;
 - (h) take any other step which appears to be necessary for the purpose mentioned in paragraph (g)(i);
 - (i) require any person on the premises —
 - (i) to produce any document which the named investigation officer or authorised assistant considers relevant to the investigation;
 - (ii) if the document is produced, to provide an explanation of it; and
 - (iii) if the document is not produced, to state, to the best of the person's knowledge and belief, where any such document is to be found;
 - (j) if the named investigation officer or authorised assistant considers any information that is stored in any electronic form and is accessible from the premises to be relevant to the investigation, require that information to be produced in a form in which the information —
 - (i) can be taken away; and
 - (ii) is visible and legible;

(k) remove from those premises for examination any equipment or article which is relevant to the investigation.

(4) If the court issues a warrant on the grounds in subsection (2)(b) or (c), the court may also, on the application of the Commission, authorise the named investigation officer and any authorised assistant to exercise the power under the warrant in respect of any other document relating to the investigation concerned that the court is satisfied it is reasonable to suspect is on the premises.

[Act 10 of 2018 wef 01/04/2018]

(5) If any equipment or article may be removed from any premises for examination under subsection (3)(k), the named investigation officer or authorised assistant may instead allow the equipment or article to be retained on those premises subject to such requirements as the named investigation officer or authorised assistant may impose on the owner or occupier of the premises.

(6) A warrant issued under this section must —

(a) indicate the subject matter and purpose of the investigation; and

(b) be accompanied by a copy of the offences under sections 12O to 12R,

and continues in force for one month beginning on the day on which the warrant is issued, subject to such conditions as may be specified by the court.

(7) The named investigation officer or authorised assistant must, before exercising any power under the warrant against any person, produce the warrant to that person.

(8) If there is no one on the premises when the named investigation officer or authorised assistant intends to execute the warrant, the named investigation officer or authorised assistant must, before executing the warrant —

(a) take such steps as are reasonable in all the circumstances to inform the occupier of the intended entry; and

(b) if the occupier is so informed, give the occupier or the occupier's legal or other representative a reasonable opportunity to be present when the warrant is executed.

(9) If the named investigation officer or authorised assistant is unable to inform the occupier of the intended entry, the named investigation officer or authorised assistant must, when executing the warrant, leave a copy of the warrant in a prominent place on the premises.

(10) On leaving any premises which the named investigation officer or authorised assistant has entered under a warrant under this section, the named investigation officer or authorised assistant must, if the premises are unoccupied or the occupier is temporarily absent, leave the premises as effectively secured as the named investigation officer or authorised assistant found them.

(11) In this section —

“authorised assistant” means a person named in a warrant issued under subsection (1) to accompany and assist a named investigation officer;

“named investigation officer” means an investigation officer named in a warrant issued under subsection (1);

“occupier”, in relation to any premises, means a person whom the named investigation officer reasonably believes is the occupier of those premises.

[Act 25 of 2016 wef 09/12/2016]

Post-seizure procedure

12K.—(1) The provisions in subsection (2) apply to the following persons (each called in this section a specified person) under the following circumstances:

- (a) the investigation officer mentioned in section 12I, on taking possession of, seizing or detaining any goods, document or information under section 12I(5);
- (b) the authorised assistant mentioned in section 12I, on taking possession of, seizing or detaining any goods, document or information under section 12I(5);

- (c) the named investigation officer mentioned in section 12J, on taking possession of, seizing or detaining any goods, document or information under section 12J(3) or (4);
 - (d) the authorised assistant mentioned in section 12J, on taking possession of, seizing or detaining any goods, document or information under section 12J(3) or (4).
- (2) For the purpose of subsection (1), the provisions are —
- (a) the specified person must, at the request of the person from whose possession the document was taken, provide a copy of the document to that person;
 - (b) the specified person must inform the following persons of the possession, seizure or detention, as the case may be:
 - (i) the owner of the goods, document or information;
 - (ii) in the case of goods seized from a vending machine, the person whose name and address are stated on the machine as being the proprietor or, if no name and address are so stated, the occupier of the premises on which the machine stands or to which the machine is affixed;
 - (c) the specified person must place the goods, document or information in safe custody; and
 - (d) unless ordered otherwise by a court, the specified person may retain the goods, document or information until the completion of any proceedings under section 9 or 10 (including proceedings on appeal) in which the goods, document or information retained may be evidence.

[Act 25 of 2016 wef 09/12/2016]

Power to require evidence as to identity

12L. An investigation officer may require any person whom the investigation officer reasonably believes to have engaged in an unfair practice or to have knowingly abetted, aided, permitted or procured a supplier to engage in an unfair practice, to furnish any evidence establishing, to the satisfaction of the investigation officer, the

person's identity and, where the person is an individual, the person's nationality and residential address.

[Act 25 of 2016 wef 09/12/2016]

Power to examine, secure attendance, etc.

12M.—(1) An investigation officer has, for the purposes of this Act, power to do any of the following things in connection with an investigation mentioned in section 12G(1):

- (a) examine orally any person who appears to be acquainted with any of the facts or circumstances relevant to the investigation —
 - (i) whether before or after any proceedings are commenced under section 9 or 10; and
 - (ii) whether or not the person is to be called as a witness in any proceedings under section 9 or 10;
- (b) issue a written notice requiring any person within the limits of Singapore, who appears to be acquainted with any of the facts or circumstances relevant to the investigation, to attend before the investigation officer.

(2) The person mentioned in subsection (1)(b) must comply with the written notice mentioned in that provision.

(3) A statement made by any person examined under this section must —

- (a) be reduced to writing;
- (b) be read over to the person;
- (c) if the person does not understand English, be interpreted for the person in a language that the person understands; and
- (d) be signed by the person.

[Act 25 of 2016 wef 09/12/2016]

Self-incrimination and savings for professional legal advisers

12N.—(1) A person who is required under any provision of this Act to disclose any information or document to the Commission, an

investigation officer or any authorised assistant mentioned in section 12I or 12J is not excused from making the disclosure on the ground that the disclosure of the information or document might tend to incriminate the person.

[Act 10 of 2018 wef 01/04/2018]

(2) If a person mentioned in subsection (1) claims, before disclosing any information or document under any provision of this Act to any authorised assistant mentioned in section 12I or 12J, the Commission or an investigation officer, that the disclosure might tend to incriminate the person, the information or document disclosed —

- (a) is not admissible in evidence against the person in criminal proceedings other than proceedings under Part IIIB; and
- (b) is, for the avoidance of doubt, admissible in evidence in civil proceedings, including proceedings under this Act.

[Act 10 of 2018 wef 01/04/2018]

(3) Nothing in this Part —

- (a) compels a professional legal adviser or a legal counsel in an entity to disclose or produce a privileged communication, or a document or other material containing a privileged communication, made by or to the professional legal adviser or legal counsel in the entity (as the case may be) in that capacity; or
- (b) authorises the taking of any such document or other material which is in the possession of the professional legal adviser or legal counsel in an entity.

(4) A professional legal adviser or a legal counsel in an entity who refuses to disclose the information or produce the document or other material mentioned in subsection (3) is nevertheless obliged to give the name and address (if the professional legal adviser or legal counsel in the entity, as the case may be, knows them) of the person to whom, or by or on behalf of whom, that privileged communication was made.

[Act 25 of 2016 wef 09/12/2016]

PART IIIB
OFFENCES

[Act 25 of 2016 wef 09/12/2016]

Refusal to provide information, etc.

12O.—(1) Any person who fails to comply with a requirement imposed on him under section 12H, 12I, 12J, 12L or 12M shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$10,000 or to imprisonment for a term not exceeding 12 months or to both.

(2) If a person is charged with an offence under subsection (1) in respect of a requirement to produce a document, it is a defence for the person to prove that —

- (a) the document was not in the person's possession or under the person's control; and
- (b) it was not reasonably practicable for the person to comply with the requirement.

(3) If a person is charged with an offence under subsection (1) in respect of a requirement —

- (a) to provide information;
- (b) to provide an explanation of a document; or
- (c) to state where a document is to be found,

it is a defence for the person to prove that the person had a reasonable excuse for failing to comply with the requirement.

(4) Failure to comply with a requirement imposed under section 12H, 12I, 12J, 12L or 12M is not an offence if the person imposing the requirement has failed to act in accordance with that section.

[Act 25 of 2016 wef 09/12/2016]

Destroying or falsifying documents

12P. Any person who, having been required to produce a document under section 12H, 12I, 12J or 12L —

- (a) intentionally or recklessly destroys or otherwise disposes of, falsifies or conceals the document; or
- (b) causes or permits the destruction, disposal, falsification or concealment of the document,

shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$10,000 or to imprisonment for a term not exceeding 12 months or to both.

[Act 25 of 2016 wef 09/12/2016]

False or misleading information

12Q.—(1) Any person who provides information to the Commission, an investigation officer or an authorised assistant mentioned in section 12I or 12J in connection with an investigation mentioned in section 12G(1) or any offence in this Part, knowing the information to be false or misleading in a material particular or being reckless as to whether the information is false or misleading in a material particular shall be guilty of an offence.

[Act 10 of 2018 wef 01/04/2018]

(2) A person who provides information that is false or misleading in a material particular to another person —

- (a) knowing that the information is to be used for the purpose of providing information to the Commission, an investigation officer or an authorised assistant mentioned in section 12I or 12J in connection with any function or duty of the Commission or investigation officer under this Act; and

[Act 10 of 2018 wef 01/04/2018]

- (b) knowing the information to be false or misleading in a material particular, or being reckless as to whether the information is false or misleading in a material particular,

shall be guilty of an offence.

(3) A person who is guilty of an offence under subsection (1) or (2) shall be liable on conviction to a fine not exceeding \$10,000 or to imprisonment for a term not exceeding 12 months or to both.

[Act 25 of 2016 wef 09/12/2016]

Obstructing officer of Commission, etc.

12R. Any person who, without reasonable excuse, obstructs, hinders or impedes —

- (a) any of the Commission's members, officers or employees;
or

[Act 10 of 2018 wef 01/04/2018]

- (b) any investigation officer or authorised assistant mentioned in section 12I or 12J,

in the discharge of their duties or the exercise of their powers under this Act or any regulations made under this Act shall be guilty of an offence and shall be liable on conviction to a fine not exceeding \$10,000 or to imprisonment for a term not exceeding 12 months or to both.

[Act 25 of 2016 wef 09/12/2016]

[Act 10 of 2018 wef 01/04/2018]

No costs or damages or other relief arising from seizure recoverable unless seizure without reasonable or probable cause

12S. No person is, in any proceedings before any court in respect of any equipment, goods, article or document seized in the exercise or the purported exercise of any power conferred under this Act, entitled to the costs of the proceedings or to any damages or other relief other than an order for the return of the equipment, goods, article or document or the payment of their value unless the seizure was made without reasonable or probable cause.

[Act 25 of 2016 wef 09/12/2016]

Offences by corporations

12T.—(1) Where, in a proceeding for an offence under this Act, it is necessary to prove the state of mind of a corporation in relation to a particular conduct, evidence that —

- (a) an officer, employee or agent of the corporation engaged in that conduct within the scope of his actual or apparent authority; and
(b) the officer, employee or agent had that state of mind,

is evidence that the corporation had that state of mind.

(2) Where a corporation commits an offence under this Act, a person —

(a) who is —

- (i) an officer of the corporation; or
- (ii) an individual who is involved in the management of the corporation and is in a position to influence the conduct of the corporation in relation to the commission of the offence; and

(b) who —

- (i) consented or connived, or conspired with others, to effect the commission of the offence;
- (ii) is in any other way, whether by act or omission, knowingly concerned in, or is party to, the commission of the offence by the corporation; or
- (iii) knew or ought reasonably to have known that the offence by the corporation (or an offence of the same type) would be or is being committed, and failed to take all reasonable steps to prevent or stop the commission of that offence,

shall be guilty of the same offence as is the corporation, and shall be liable on conviction to be punished accordingly.

(3) A person mentioned in subsection (2) may rely on a defence that would be available to the corporation if it were charged with the offence with which the person is charged and, in doing so, the person bears the same burden of proof that the corporation would bear.

(4) To avoid doubt, this section does not affect the application of —

- (a) Chapters V and VA of the Penal Code (Cap. 224); or
- (b) the Evidence Act (Cap. 97) or any other law or practice regarding the admissibility of evidence.

(5) To avoid doubt, subsection (1) also does not affect the liability of the corporation for an offence under this Act, and applies whether or not the corporation is convicted of the offence.

(6) In this section —

“corporation” includes a limited liability partnership within the meaning of section 2(1) of the Limited Liability Partnerships Act (Cap. 163A);

“officer”, in relation to a corporation, means any director, partner, chief executive, manager, secretary or other similar officer of the corporation, and includes —

- (a) any person purporting to act in any such capacity; and
- (b) for a corporation whose affairs are managed by its members, any of those members as if the member was a director of the corporation;

“state of mind” of a person includes —

- (a) the knowledge, intention, opinion, belief or purpose of the person; and
- (b) the person’s reasons for the intention, opinion, belief or purpose.

[Act 25 of 2016 wef 09/12/2016]

Offences by unincorporated associations or partnerships

12U.—(1) Where, in a proceeding for an offence under this Act, it is necessary to prove the state of mind of an unincorporated association or a partnership in relation to a particular conduct, evidence that —

- (a) an employee or agent of the unincorporated association or the partnership engaged in that conduct within the scope of his actual or apparent authority; and
- (b) the employee or agent had that state of mind,

is evidence that the unincorporated association or partnership had that state of mind.

(2) Where an unincorporated association or a partnership commits an offence under this Act, a person —

(a) who is —

- (i) an officer of the unincorporated association or a member of its governing body;
- (ii) a partner in the partnership; or
- (iii) an individual who is involved in the management of the unincorporated association or partnership and who is in a position to influence the conduct of the unincorporated association or partnership (as the case may be) in relation to the commission of the offence; and

(b) who —

- (i) consented or connived, or conspired with others, to effect the commission of the offence;
- (ii) is in any other way, whether by act or omission, knowingly concerned in, or is party to, the commission of the offence by the unincorporated association or partnership; or
- (iii) knew or ought reasonably to have known that the offence by the unincorporated association or partnership (or an offence of the same type) would be or is being committed, and failed to take all reasonable steps to prevent or stop the commission of that offence,

shall be guilty of the same offence as is the unincorporated association or partnership (as the case may be), and shall be liable on conviction to be punished accordingly.

(3) A person mentioned in subsection (2) may rely on a defence that would be available to the unincorporated association or partnership if it were charged with the offence with which the person is charged and, in doing so, the person bears the same burden of proof that the unincorporated association or partnership would bear.

(4) To avoid doubt, this section does not affect the application of —

- (a) Chapters V and VA of the Penal Code (Cap. 224); or
- (b) the Evidence Act (Cap. 97) or any other law or practice regarding the admissibility of evidence.

(5) To avoid doubt, subsection (1) also does not affect the liability of an unincorporated association or a partnership for an offence under this Act, and applies whether or not the unincorporated association or partnership is convicted of the offence.

(6) In this section —

“officer”, in relation to an unincorporated association (other than a partnership), means the president, the secretary, or any member of the committee of the unincorporated association, and includes —

- (a) any person holding a position analogous to that of president, secretary or member of a committee of the unincorporated association; and
- (b) any person purporting to act in any such capacity;

“partner” includes a person purporting to act as a partner;

“state of mind” of a person includes —

- (a) the knowledge, intention, opinion, belief or purpose of the person; and
- (b) the person’s reasons for the intention, opinion, belief or purpose.

[Act 25 of 2016 wef 09/12/2016]

Composition of offences

12V.—(1) The chief executive or any officer of the Commission authorised by the chief executive may compound any offence under this Act that is prescribed as a compoundable offence by collecting from the person reasonably suspected of having committed the offence a sum not exceeding the lower of the following:

- (a) one half of the amount of the maximum fine that is prescribed for that offence;

(b) \$5,000.

[Act 10 of 2018 wef 01/04/2018]

(2) On payment of such sum of money, no further proceedings are to be taken against that person in respect of the offence.

(3) All sums collected under this section are to be paid into the Consolidated Fund.

(4) The members, officers and employees of the Commission are, in relation to their administration, assessment, collection and enforcement of payment of composition sums under this section, deemed to be public officers for the purposes of the Financial Procedure Act (Cap. 109), and section 20 of that Act applies to these persons even though they are not or were not in the employment of the Government.

[Act 25 of 2016 wef 09/12/2016]

[Act 10 of 2018 wef 01/04/2018]

PART IV GENERAL

[Act 7 of 2012 wef 01/09/2012]

No contracting out

13.—(1) The provisions of this Act shall prevail notwithstanding any agreement to the contrary and any term contained in a contract is void, if and to the extent that it is inconsistent with the provisions of this Act.

(2) Any waiver or release given of any right, benefit or protection conferred under this Act shall be void.

(3) Subsections (1) and (2) shall not apply to any release made by a person in settlement of a dispute.

Rights transferred

14. Where, other than in the course of business, an individual, as heir or assignee of a consumer, receives goods or services, that individual has the same rights as the consumer to seek and obtain redress from the supplier under this Act.

Preservation of other rights or remedies

15.—(1) Subject to subsection (2), nothing in this Act shall restrict, limit or derogate from any right or remedy that a consumer may have apart from this Act.

(2) Subsection (1) shall have effect subject to any provision to the contrary in any regulations made under section 11 or 20.

Exemption from liability for publishers

16. A person who, on behalf of a supplier, prints, publishes, distributes, broadcasts or telecasts an advertisement in good faith and in the ordinary course of his business shall not be liable under this Act in respect of any statement, representation or omission in that advertisement.

Parol evidence rule abolished

17.—(1) Notwithstanding sections 93 and 94 of the Evidence Act (Cap. 97), parol or extrinsic evidence establishing the existence of an express warranty is admissible in any action relating to a consumer transaction between a consumer and a supplier even though it adds to, varies or contradicts a written contract.

(2) Subsection (1) shall not be applicable to establish the existence of any express warranty in respect of goods or services intended for business use.

Interpretation of documents

18. If a consumer and a supplier enter into a consumer transaction and —

(a) all or any part of the transaction or contract is evidenced by a document provided by the supplier; and

(b) a provision of the document is ambiguous,

the provision must be interpreted against the supplier.

Burden of proof

18A.—(1) If, in any proceedings taken in any court between a consumer and a supplier in relation to a consumer transaction, any

dispute arises as to whether the supplier has complied with any specified requirement of this Act or the regulations made thereunder, the burden of proving that the supplier has so complied shall be on the supplier.

[15/2008]

(2) The Minister may, by regulations, specify the requirements of this Act or the regulations made thereunder to which subsection (1) shall apply.

[15/2008]

(3) This section shall not affect any other rule of law that places a burden of proof on the supplier.

[15/2008]

Amendment of Schedules

19. The Minister may, by order published in the *Gazette*, amend the Schedules.

Regulations

20.—(1) The Minister may make such regulations as may be necessary or expedient for the purposes of this Act.

(2) Without prejudice to the generality of subsection (1), the Minister may make regulations —

- (a) exempting any class of supplier or any class of goods or services or transactions from the application of this Act or any provision of this Act, and imposing conditions for that exemption;
- (b) modifying the application of any provision of this Act to any class of supplier or any class of goods or services or transactions;
- (c) controlling or prohibiting any practice in relation to any consumer transaction;
- (d) prescribing information or notices that must be provided to consumers by suppliers with respect to any consumer transaction;

- (e) prescribing the form or terms of contracts to be used in any consumer transaction and any information to be contained therein;
- (f) requiring suppliers to maintain books, accounts (including trust accounts) or records in relation to any consumer transaction, and prescribing the form and mode of keeping such books, accounts and records;
- (g) prescribing or adopting, with or without modification, codes, standards or rules governing the conduct of suppliers engaged in any consumer transaction;
- (h) prescribing the rights and obligations of parties in relation to a consumer transaction involving any practice regulated under this Act or any regulations made thereunder, including the right to sue for the purpose of enforcing such rights or obligations in circumstances specified therein;
- (i) specifying limitation periods for any action under this Act or any regulations made thereunder;
- (j) specifying, for the purposes of section 7(1)(d), actions under provisions in any regulations made under this section;
- (k) specifying dispute resolution schemes for the purposes of section 7(10);
[Act 25 of 2016 wef 09/12/2016]
- (l) modifying the application of section 6(2), in relation to any class of supplier or any class of goods or services or transactions, where multiple actions involving the same unfair practice are commenced under section 6(1) by the same consumer;
[15/2008]
[Act 25 of 2016 wef 09/12/2016]
- (m) prescribing —
 - (i) the manner in which notices of cancellation may be properly given under section 9(12);

- (ii) the rights and obligations of parties to a contract cancelled under section 9(12), or any other contract entered into for the purposes of the cancelled contract, including the amount or value of any deposit, security, goods or compensation recoverable in an action arising from the cancellation; and
 - (iii) the effect of cancellation under section 9(12) on any rights the parties to the contract may otherwise have; and
- [Act 25 of 2016 wef 09/12/2016]*
- (n) prescribing the offences that may be compounded under section 12V.

[Act 25 of 2016 wef 09/12/2016]

Saving and transitional provisions

21.—(1) Any proceedings for a declaration or an injunction commenced by the Board under section 9 or 10 before the appointed date and pending on that date may be continued by the Commission as if the proceedings had been commenced by the Commission.

(2) Any order made by the District Court or High Court under section 9 or 10 before the appointed date requiring any person to notify, inform, reimburse or do anything in relation to, the Board, which remains unsatisfied on that date, is satisfied if the person notifies, informs, reimburses or does that thing in relation to, the Commission.

(3) Any investigation commenced by the Board under Part IIIA before the appointed date and pending on that date may be continued by the Commission as if it had been commenced by the Commission.

(4) In this section —

“appointed date” means the date of commencement of section 65 of the Enterprise Singapore Board Act 2018;

“Board” means the Standards, Productivity and Innovation Board established by section 3 of the Standards, Productivity

[Act 10 of 2018 wef 01/04/2018]

FIRST SCHEDULE

Section 2

EXCLUDED TRANSACTIONS IN RELATION TO CONSUMER TRANSACTIONS

[Act 7 of 2012 wef 01/09/2012]

1. The term “consumer transaction” does not include any of the following transactions:

- (a) acquisition of an estate or interest in any immovable property (but not including any lease of residential property granted in consideration of rent or any time share contract);
- (b) (for the avoidance of doubt) service provided under a contract of employment.

[S 387/2016 wef 04/08/2016]

(c) *[Deleted by S 387/2016 wef 04/08/2016]*

2. *[Deleted by S 387/2016 wef 04/08/2016]*

SECOND SCHEDULE

Section 4(d)

PART 1

SPECIFIC UNFAIR PRACTICES

1. Representing that goods or services have sponsorship, approval, performance characteristics, accessories, ingredients, components, qualities, uses or benefits that they do not have.

1A. Representing that the supplier has a sponsorship, approval or affiliation with respect to the supply of goods or services that the supplier does not have.

[Act 25 of 2016 wef 09/12/2016]

1B. Making a false or misleading representation concerning the need for any goods or services.

[Act 25 of 2016 wef 09/12/2016]

SECOND SCHEDULE — *continued*

2. Representing that goods or services are of a particular standard, quality, grade, style, model, origin, weight, volume, length, capacity or method of manufacture (as the case may be) if they are not.

[Act 25 of 2016 wef 09/12/2016]

3. Representing that goods are new or unused if they are not or if they have deteriorated or been altered, reconditioned or reclaimed.

4. Representing that goods have been used to an extent different from the fact or that they have a particular history or use if the supplier knows it is not so.

5. Representing that goods or services are available or are available for a particular reason, for a particular price, in particular quantities or at a particular time if the supplier knows or can reasonably be expected to know it is not so, unless the representation clearly states any limitation.

6. Representing that a service, part, repair or replacement is needed or desirable if that is not so, or that a service has been supplied, a part has been installed, a repair has been made or a replacement has been provided, if that is not so.

[Act 25 of 2016 wef 09/12/2016]

7. Representing that a price benefit or advantage exists respecting goods or services where the price benefit or advantage does not exist.

8. Charging a price for goods or services that is substantially higher than an estimate provided to the consumer, except where the consumer has expressly agreed to the higher price in advance.

9. Representing that a transaction involving goods or services involves or does not involve rights, remedies or obligations where that representation is deceptive or misleading.

10. Representing that a person has or does not have the authority to negotiate the final terms of an agreement involving goods or services if the representation is different from the fact.

11. Taking advantage of a consumer by including in an agreement terms or conditions that are harsh, oppressive or excessively one-sided so as to be unconscionable.

12. Taking advantage of a consumer by exerting undue pressure or undue influence on the consumer to enter into a transaction involving goods or services.

13. Representing that another supplier will, on the presentment of a voucher to that other supplier —

(a) supply certain goods or services; or

(b) supply certain goods or services at a discounted or reduced price,

SECOND SCHEDULE — *continued*

when the supplier knows or ought to know that, on presentment of the voucher to that other supplier, such goods or services will not be supplied, or will not be supplied at a discounted or reduced price (as the case may be).

[Act 25 of 2016 wef 09/12/2016]

14. Making a representation that appears in an objective form such as an editorial, documentary or scientific report when the representation is primarily made to sell goods or services, unless the representation states that it is an advertisement or a promotion.

15. Representing that a particular person has offered or agreed to acquire goods or services whether or not at a stated price if he has not.

16. Representing the availability of facilities for repair of goods or of spare parts for goods if that is not the case.

17. Offering gifts, prizes or other free items in connection with the supply of goods or services if the supplier knows or ought to know that the items will not be provided or provided as offered.

18. Representing that goods or services are available at a discounted price for a stated period of time if the supplier knows or ought to know that the goods or services will continue to be so available for a substantially longer period.

19. Representing that goods or services are available at a discounted price for a particular reason that is different from the fact.

19A. Making an invitation to a consumer to purchase, or making an offer to sell to a consumer certain goods or services (called in this paragraph the original goods or services) at a certain price and then, with the intention of promoting different goods or services —

- (a) refusing to show or demonstrate the original goods or services to the consumer;
- (b) refusing to take any order for the original goods or services;
- (c) refusing to supply the original goods or services in a reasonable time;
or
- (d) showing or demonstrating a defective sample of the original goods.

[Act 25 of 2016 wef 09/12/2016]

20. Omitting to provide a material fact to a consumer, using small print to conceal a material fact from the consumer or misleading a consumer as to a material fact, in connection with the supply of goods or services.

[Act 25 of 2016 wef 09/12/2016]

SECOND SCHEDULE — *continued*

21. Accepting payment or other consideration for the supply of goods or services when the supplier knows or ought to know that the supplier will not be able to supply the goods or services —

- (a) within the period specified by the supplier at or before the time at which the payment or other consideration is accepted; or
- (b) if no period is specified at or before that time, within a reasonable period.

[Act 25 of 2016 wef 09/12/2016]

22. Purporting to assert a right to payment for the supply of unsolicited goods or services.

[Act 25 of 2016 wef 09/12/2016]

23. Sending to a consumer an invoice or document that states the amount of payment for the supply of unsolicited goods or services which does not contain, as the document's most prominent text, the following (or words to that effect):

“This is not a bill. You are not required to pay any money.”,

unless the consumer has expressly acknowledged to the supplier in writing the consumer's intention to accept and pay for such goods or services.

[Act 25 of 2016 wef 09/12/2016]

24. Where an applicable agreement has been entered into in writing and a copy of the applicable agreement has not been given to the consumer, refusing to give the consumer a copy of the applicable agreement upon the consumer's request.

[Act 25 of 2016 wef 09/12/2016]

PART 2

INTERPRETATION

1. For the purpose of paragraph 22 of Part 1 —

- (a) “unsolicited goods or services” means goods or services that are supplied in relation to a consumer transaction to a consumer who did not request them, but does not include goods or services supplied to a consumer who knows or ought to have known that they were intended for delivery to another person unless it was reasonable to believe that the goods or services, if delivered to that other person, would have been unsolicited goods or services; and
- (b) if a consumer is being supplied with goods or services on a continuing basis and there is a material change in the goods or services, or in the supply of the goods or services, the goods or services are to be treated

SECOND SCHEDULE — *continued*

as unsolicited goods or services from the time of the material change unless the consumer consented in writing to the material change.

2. An intention to accept and pay for goods or services (for the purposes of paragraph 23 of Part 1) or a request for goods or services (for the purposes of the definition of “unsolicited goods or services” in paragraph 1(a)) or consent to a material change (for the purposes of paragraph 1(b)) is not to be inferred only from the consumer’s —

- (a) payment for the goods or services;
- (b) use of, dealing with or disposal of the goods or services;
- (c) request to purchase another similar good or service; or
- (d) inaction.

3.—(1) For the purpose of paragraph 24 of Part 1, “applicable agreement” means an agreement between a supplier and a consumer for the supply of goods or services which expressly provides that —

- (a) the goods or services will not be supplied or, in the case of an agreement to supply goods or services over a period of time, will not begin to be supplied, to the consumer until the price, or part of the price, of the goods or services has been paid; and
- (b) the price of the goods or services is to be paid by 2 or more instalments.

(2) In sub-paragraph (1)(b), any deposit paid by the consumer for the goods or services is treated as an instalment.

[Act 25 of 2016 wef 09/12/2016]

THIRD SCHEDULE

[Deleted by Act 25 of 2016 wef 09/12/2016]

FOURTH SCHEDULE

Section 12(8)

MODIFICATIONS TO PROVISIONS OF LIMITATION ACT

1. In the case of an action under section 6, subsection (1) of section 24 of the Limitation Act (Cap. 163) shall be replaced by the following subsection:

“(1) If, on the date after which the period of limitation begins to run, the person to whom an action under section 6 of the Consumer Protection (Fair Trading) Act (Cap. 52A) accrued was under a disability, the action

FOURTH SCHEDULE — *continued*

may be brought at any time before the expiration of one year after the date when the person ceased to be under a disability or died, whichever event first occurred, notwithstanding that the period of limitation has expired.”.

[Act 25 of 2016 wef 09/12/2016]

2. In the case of an action under section 8(6), subsection (1) of section 24 of the Limitation Act shall be replaced by the following subsection:

“(1) If, on the date after which the period of limitation begins to run, the person to whom an action under section 8(6) of the Consumer Protection (Fair Trading) Act (Cap. 52A) accrued was under a disability, the action may be brought at any time before the expiration of one year after the date when the person ceased to be under a disability or died, whichever event first occurred, notwithstanding that the period of limitation has expired.”.

[Act 25 of 2016 wef 09/12/2016]

3. In the case of an action under any regulations made under section 11, subsection (1) of section 24 of the Limitation Act shall be replaced by the following subsection:

“(1) If, on the date after which the period of limitation begins to run, the person to whom an action under any regulations made under section 11 of the Consumer Protection (Fair Trading) Act accrued was under a disability, the action may be brought at any time before the expiration of one year after the date when the person ceased to be under a disability or died, whichever event first occurred, notwithstanding that the period of limitation has expired.”.

[Act 25 of 2016 wef 09/12/2016]

4. Sections 24A, 24B and 24C of the Limitation Act (Cap. 163) shall not apply to actions under this Act.

FIFTH SCHEDULE

Section 9(15)

EVENTS TO BE NOTIFIED TO COMMISSION

1. The individual, as a sole proprietor, commences carrying on business as a supplier.
2. The individual is employed or ceases to be employed by a person who carries on a business as a supplier.

FIFTH SCHEDULE — *continued*

3. The individual becomes or ceases to be —

- (a) a director of a company which carries on a business as a supplier;
- (b) a partner in a partnership or limited partnership which carries on a business as a supplier; or
- (c) a partner or manager of a limited liability partnership which carries on a business as a supplier.

4. The individual becomes or ceases to be, legally or beneficially interested, whether directly or indirectly, in at least 15% of the total voting power or total issued shares in a company which carries on a business as a supplier.

[Act 25 of 2016 wef 09/12/2016]

[Act 10 of 2018 wef 01/04/2018]

LEGISLATIVE HISTORY
CONSUMER PROTECTION (FAIR TRADING) ACT
(CHAPTER 52A)

This Legislative History is provided for the convenience of users of the Consumer Protection (Fair Trading) Act. It is not part of the Act.

1. Act 27 of 2003 — Consumer Protection (Fair Trading) Act 2003

Date of First Reading : 16 October 2003
(Bill No. 24/2003 published on
17 October 2003)

Date of Second and Third Readings : 11 November 2003

Date of commencement : 1 March 2004

2. 2004 Revised Edition — Consumer Protection (Fair Trading) Act

Date of operation : 31 December 2004

3. Act 15 of 2008 — Consumer Protection (Fair Trading) (Amendment) Act 2008

Date of First Reading : 21 July 2008
(Bill No. 10/2008 published on
22 July 2008)

Date of Second and Third Readings : 25 August 2008

Date of commencement : 15 April 2009 (except
section 8(b) and (c))

4. 2009 Revised Edition — Consumer Protection (Fair Trading) Act

Date of operation : 31 July 2009

5. Act 15 of 2008 — Consumer Protection (Fair Trading) (Amendment) Act 2008

Date of First Reading : 21 July 2008
(Bill No. 10/2008 published on
22 July 2008)

Date of Second and Third Readings : 25 August 2008

Date of commencement : 1 April 2010 (section 8(b))

6. Act 7 of 2012 — Consumer Protection (Fair Trading) (Amendment) Act 2012

Date of First Reading	: 14 February 2012 (Bill No. 3/2012 published on 14 February 2012)
Date of Second and Third Readings	: 9 March 2012
Date of commencement	: 1 September 2012

7. Act 5 of 2014 — Subordinate Courts (Amendment) Act 2014
(Consequential amendments made to Act by)

Date of First Reading	: 11 November 2013 (Bill No. 26/2013 published on 11 November 2013)
Date of Second and Third Readings	: 21 January 2014
Date of commencement	: 7 March 2014

8. G.N. No. S 387/2016 — Consumer Protection (Fair Trading) Act (Amendment of First Schedule) Order 2016

Date of commencement	: 4 August 2016
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9. Act 25 of 2016 — Consumer Protection (Fair Trading) (Amendment) Act 2016

Date of First Reading	: 15 August 2016 (Bill No. 25/2016 published on 15 August 2016)
Date of Second and Third Readings	: 13 September 2016
Date of commencement	: 9 December 2016

10. Act 10 of 2018 — Enterprise Singapore Board Act 2018

Date of First Reading	: 8 January 2018 (Bill No. 3/2018 published on 8 January 2018)
Date of Second and Third Readings	: 5 February 2018
Date of commencement	: 1 April 2018

11. Act 33 of 2018 — Small Claims Tribunals (Amendment) Act 2018

Date of First Reading	: 17 May 2018 (Bill No. 23/2018 published on 17 May 2018)
Date of Second and Third Readings	: 9 July 2018
Date of commencement	: 1 November 2019

12. Act 40 of 2018 — Insolvency, Restructuring and Dissolution Act 2018

Date of First Reading : 10 September 2018 (Bill No. 32/2018 published on 10 September 2018)

Date of Second and Third Readings : 1 October 2018

Date of commencement : 30 July 2020

13. Act 40 of 2019 — Supreme Court of Judicature (Amendment) Act 2019

Date of First Reading : 7 October 2019 (Bill No. 32/2019 published on 7 October 2019)

Date of Second and Third Readings : 5 November 2019

Date of commencement : 2 January 2021