

**Consumer Protection (Fair Trading) (Cancellation of Contracts) Regulations
2009**

Table of Contents

Enacting Formula

Part 1 PRELIMINARY

1 Citation and commencement

2 Definitions

3 Exclusions

Part 2 REGULATED CONTRACTS

3A Advance consideration

3B Product information notice

4 Right to cancel regulated contract

Part 3 CANCELLATION OF CONTRACTS UNDER SECTION 9(12) OF ACT

**4A Manner and effect of cancelling contract under section 9(12) of
Act**

Part 4 EFFECT OF CANCELLATION OF CONTRACT, ETC.

5 Effect of cancellation of contract

6 Return of goods by consumer on cancellation of contract

7 Compensation for services on cancellation of contract

Part 5 MISCELLANEOUS

8 No imposition of additional duty or liability on consumer

9 Burden of proof

10 Revocation

11 Transitional provision

FIRST SCHEDULE Information Required in Consumer Information Notice

SECOND SCHEDULE Notice of Cancellation

THIRD SCHEDULE Items to be included in product information notice for time share contract or long-term holiday product contract

No. S 65

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

CONSUMER PROTECTION (FAIR TRADING) (CANCELLATION OF CONTRACTS) REGULATIONS 2009

In exercise of the powers conferred by sections 11, 18A and 20 of the Consumer Protection (Fair Trading) Act, the Minister for Trade and Industry hereby makes the following Regulations:

PART 1

PRELIMINARY

[S 625/2016 wef 09/12/2016]

Citation and commencement

1. These Regulations may be cited as the Consumer Protection (Fair Trading)

(Cancellation of Contracts) Regulations 2009 and shall come into operation on 15th April 2009.

Definitions

2.—(1) In these Regulations, unless the context otherwise requires —

“cancellation period” means —

- (a) for the purpose of Part 2, the period specified in regulation 4(1); and
- (b) for the purpose of Part 3, the period specified in regulation 4A(1);

[S 625/2016 wef 09/12/2016]

“consumer information notice” means a notice in writing containing the information required under regulation 4(6);

“designated person” means a person designated in a consumer information notice as the person to whom notice of cancellation of a contract may be given;

“direct sales contract” means a consumer transaction which is entered into —

- (a) during an unsolicited visit by a supplier to —
 - (i) the place of residence of the consumer;
 - (ii) the place of residence of another person; or
 - (iii) the place of business of the consumer;
- (b) during a visit by a supplier to any place referred to in paragraph (a) at the express request of the consumer where —
 - (i) the goods or services to which the contract relates are not goods or services for which the consumer requested the supplier’s visit; and
 - (ii) the consumer did not know, or could not reasonably have known, the supply of such goods or services formed part of the supplier’s business activities; or
- (c) after an offer was made by the consumer in respect of the supply by the supplier of the goods or services in the circumstances referred to in paragraph (a) or (b);

“extended cancellation period” means the period specified in regulation 4(1A);

“initial contact” means —

- (a) any meeting of the supplier and the consumer at a place other than the supplier's permanent place of business; or
- (b) any communication between the supplier and the consumer by telephone;

“long-term holiday product contract” means a contract between a supplier and a consumer —

- (a) the main effect of which is that the consumer, for consideration, acquires the right to obtain discounts or other benefits in respect of accommodation; and
- (b) which has a duration of more than one year, or contains provision allowing for the contract to be renewed or extended so that it has a duration of more than one year,

irrespective of whether the contract makes provision for the consumer to acquire other services;

“notice of cancellation” means —

- (a) for the purpose of Part 2, a notice of cancellation given under regulation 4; and
- (b) for the purpose of Part 3, a notice of cancellation given under regulation 4A;

[S 625/2016 wef 09/12/2016]

“regulated contract” means a direct sales contract, a long-term holiday product contract, a time share contract or a time share related contract;

“supplier's permanent place of business” does not include the supplier's temporary premises at a trade fair, exhibition or promotional event;

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

“trade-in allowance” means the greater of —

- (a) the price or value of the consumer's goods as set out in a trade-in arrangement; or
- (b) the market value of the consumer's goods when taken in trade under a trade-in arrangement;

“trade-in arrangement” means an agreement or arrangement, contained in a direct

sales contract or forming the whole or part of a related contract, under which the consumer sells or agrees to sell the consumer's own goods to the supplier or any other person and the goods are accepted as the whole or part of the consideration under the direct sales contract;

“unsolicited visit” means a visit by a supplier, whether or not he is the supplier who supplies the goods or services, which does not take place at the express request of the consumer.

(2) For the purposes of these Regulations, references to a supplier —

- (a) shall be construed as references to a supplier, within the meaning of the Act, with whom a consumer enters into a contract; and
- (b) in the definitions of “direct sales contract” and “unsolicited visit” in paragraph (1) and in regulation 3(1)(e) and (f), shall include an employee or agent of the supplier.

[S 625/2016 wef 09/12/2016]

(3) For the purposes of the definition of “unsolicited visit” in paragraph (1), a consumer shall not be considered to have made an express request for a visit by the supplier by reason only that the consumer consented to the visit by the supplier during or after an initial contact at which the supplier indicates expressly or by implication that the supplier is willing to visit the consumer.

(4) In these Regulations, section 7(8) of the Act shall apply for the purposes of construing the meaning of the term “business use”.

Exclusions

3.—(1) Part 2 does not apply to —

- (a) any excluded transactions specified in the First Schedule to the Act;
- (b) any lease of residential property;
- (c) any contract for the supply of goods or services intended for business use;
- (d) any contract under which the total payments to be made by a consumer do not exceed \$50;
- (e) any direct sales contract if, prior to the visit during which the consumer entered into the contract or made an offer referred to in paragraph (c) of the definition of “direct sales contract” in regulation 2(1), the terms of the contract were read by or explained to the consumer in the absence of the supplier;