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**ACTS SUPPLEMENT**

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The following Act was passed by Parliament on 9th March 2012 and assented to by the President on 16th April 2012:—

**REPUBLIC OF SINGAPORE**

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**No. 7 of 2012.**

I assent.

(LS)

TONY TAN KENG YAM,  
*President.*  
*16th April 2012.*

An Act to amend the Consumer Protection (Fair Trading) Act (Chapter 52A of the 2009 Revised Edition) and to make related amendments to the Hire-Purchase Act (Chapter 125 of the 1999 Revised Edition) and the Road Traffic Act (Chapter 276 of the 2004 Revised Edition).

Be it enacted by the President with the advice and consent of the Parliament of Singapore, as follows:

**Short title and commencement**

1. This Act may be cited as the Consumer Protection (Fair Trading) (Amendment) Act 2012 and shall come into operation on such date as the Minister may, by notification in the *Gazette*, appoint.

**Amendment of long title**

2. The long title to the Consumer Protection (Fair Trading) Act (referred to in this Act as the principal Act) is amended by inserting, immediately after the word “practices”, the words “and to give consumers additional rights in respect of goods that do not conform to contract,”.

**New Part I heading**

3. The principal Act is amended by inserting, immediately before section 1, the following Part heading:

“PART I  
PRELIMINARY”.

**New Part II heading**

4. The principal Act is amended by inserting, immediately before section 3, the following Part heading:

“PART II  
UNFAIR PRACTICES”.

**Amendment of section 3**

5. Section 3 of the principal Act is amended —

- (a) by deleting the word “Act” and substituting the word “Part”; and
- (b) by deleting the word “Act” in the section heading and substituting the word “Part”.

**New Part III**

6. The principal Act is amended by inserting, immediately after section 12, the following Part:

**“PART III****ADDITIONAL CONSUMER RIGHTS IN RESPECT OF  
NON-CONFORMING GOODS****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.

### **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 from the date on which the goods were