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Notification No. B 3 — The Consumer Protection (Fair Trading) (Amendment) Bill is hereby published for general information. It was introduced in Parliament on the 14th day of February 2012.

Consumer Protection (Fair Trading) (Amendment) Bill

Bill No. 3/2012.

Read the first time on 14th February 2012.

A BILL

i n t i t u l e d

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*,
5 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
10 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:

15 “PART I
PRELIMINARY”.

New Part II heading

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

20 “PART II
UNFAIR PRACTICES”.

Amendment of section 3

5. Section 3 of the principal Act is amended —
25 (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

5 ADDITIONAL CONSUMER RIGHTS IN RESPECT OF NON-CONFORMING GOODS

Interpretation of this Part

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

10 “applicable contract” means —

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

15 “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;

20 “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;

25 “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;
- 5 (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;
- 10

“transferor” —

- (a) in relation to a contract of sale of goods, means the seller within the meaning of the Sale of Goods Act;
- 15 (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.
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(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).

25 (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;
- 30 (b) a contract for the supply or transfer of goods if there is, in relation to the goods, a breach of an express term