

Consumer Protection (Fair Trading) Bill

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Bill No: 24/2003

Read the first time: 16th October 2003

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Consumer Protection (Fair Trading) Bill

Bill No. 24/2003

Read the first time on 16th October 2003.

An Act to protect consumers against unfair practices and for matters connected therewith.

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) Act 2003 and shall come into operation on such date as the Minister may, by notification in the *Gazette*, appoint.

Interpretation

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

“Chairman” means the Chairman of the Injunction Proposals Review Panel appointed under section 10;

“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;

“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) 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;

“Panel” means the Injunction Proposals Review Panel appointed under section 10;

“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;

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

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

“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;

“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 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.

(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).

Application of Act

3. This Act 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.

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 —