

The Consumer

A PUBLICATION OF THE
CONSUMERS ASSOCIATION
OF SINGAPORE

What's Inside?

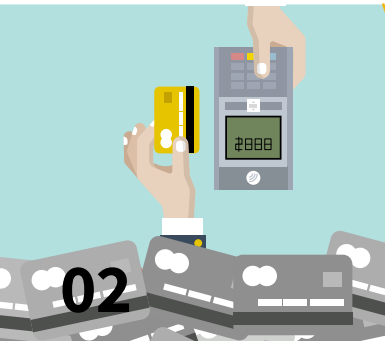
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Think we missed something vital?
Tell us at editorial@case.org.sg



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President's Message



Dear readers,

To commemorate World Consumer Rights Day (WCRD) this year, CASE organised a “Motoring & You” Roadshow at Chevron House on 16 and 17 March 2017. We officially launched the Standard and Functional Evaluation (SAFE) Checklist to guide potential car buyers on what to look out for when buying a pre-owned car. Consumers participated actively in the roadshow and wanted to find out more about how they could use the SAFE Checklist for their car purchases. We take this opportunity

to thank our partners for their strong support, making the roadshow a success.

In April, the Advertising Standards Authority of Singapore (ASAS), an advisory council of CASE, released its advertisement feedback statistics for 2016. Feedback on health products and services advertisements had steadily increased over the years since 2014, and it was the source of the highest number of feedback for 2016. In view of the fact that some of such advertisements may be misleading or unsubstantiated, consumers are urged to give their feedback on such advertising to ASAS for our follow-up.

In this issue of ‘The Consumer’, CASE’s Consumer Products, Standards and Testing Committee (CPSTC) shares their findings about a test commissioned on 20 common household margarine and vegetable oil-based spreads sold in Singapore. CPSTC found that several spreads which indicated ‘zero trans fat’ on their packaging had in fact contained trans fat. The test results have been forwarded to the Agri-Food and Veterinary Authority of Singapore (AVA) who are looking into the matter with the importers of these products following our test.

To better assure consumers of products’ safety and performance, CPSTC will continue to conduct tests on consumer products and keep consumers informed of the results.

Consumers who come to CASE with their complaints can be assured that CASE will do its best to resolve disputes between consumers and businesses. However, sometimes negotiations reach a deadlock and we will put forth the option of mediation and strongly encourage both parties to give it a try. While mediation here at CASE is on a voluntary basis, we have consistently managed a resolution rate of at least 70%. Mediation seeks to have a win-win solution for both parties as compared to litigation. We hope that more consumers and businesses alike will consider mediation as a way to reach a mutually agreeable settlement to their disputes.

With that, we hope you will enjoy reading this issue of ‘The Consumer’.

Lim Biow Chuan
CASE President

**Avoid Debt
Accumulation –**

Use Your Credit Cards & Unsecured Loans Wisely



Credit cards are convenient for day-to-day transactions like booking movie tickets online or purchasing things in stores. It is also tempting to use personal loans (for example, credit lines) to pay for big ticket items like holidays, as you can effectively pay for the purchase later. However, racking up bills using unsecured loans or credit cards can be costlier than you think, if not managed well.

COSTS INVOLVED IN USING UNSECURED LOANS AND CREDIT CARDS

You should always pay your bills on time and in full. If you roll over your debt you will incur additional interest fees or late payment penalties, which can rapidly build up, adding substantially to the total amount you owe.

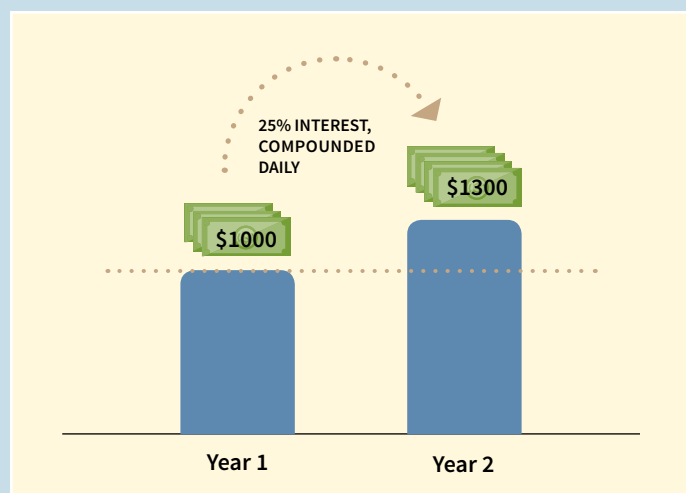
Here are some issues you may wish to consider:

(a) Full payment or only making minimum payment?

You are usually given the option to pay your credit card bills in full, or to only pay a minimum amount of your outstanding balance. This minimum payment is about 3% to 5% of the outstanding balance stated in your statement or a specific amount (for example \$50), whichever is higher. Paying the minimum sum means you will not incur a late payment charge.

However, by not paying your debt in full, your remaining monthly balances will still incur high interest charges. Typical credit card interest charges can be as high as 28% per year, and will cause your overall debt to increase materially as interest is usually charged on a daily basis.

For example, if you decide to roll over that \$1,000 credit card bill, your total debt could increase to as much as \$1,300 after a year! This does not include any additional late fee charges that may be imposed, or new amounts that you may have charged subsequently. So, remember, every little bit adds up!



You should always pay your credit card bill in full, on time, every month.

(b) Fees and charges

Here are some common fees and charges that you should take note of when using credit cards and unsecured credit facilities. Check with your card issuer to see if they impose other charges.

Fee or charge	What it is for
Annual fee	This is an annual membership fee for the use of the credit card and the supplementary card, if any.
Cash advance fee	This fee is charged every time you use your credit card to access extra cash. It normally ranges from 3% to 6% of the amount taken, subject to a minimum dollar amount.
Late payment fee	This fee is imposed if you fail to pay at least the minimum sum by the payment due date. Late payment fees start from \$40 per month to \$100 or more.
Finance charges (Interest charges)	If the outstanding balance is not paid in full by the payment due date, you will be charged interest on the current outstanding balance and all subsequent amounts incurred.

Please ask your card issuer to explain how interest is computed. The amount could be large if you roll your balance over an extended period of time.

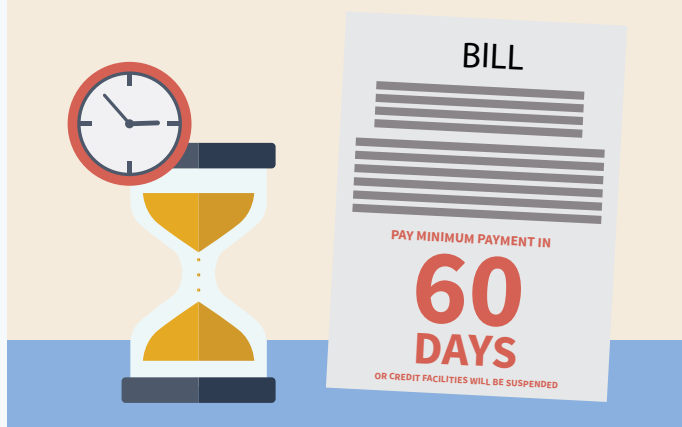


HELPING BORROWERS TO MANAGE UNSECURED DEBT

The Monetary Authority of Singapore (MAS) has introduced some measures to encourage prudent lending and borrowing. They are listed as follows:

a) 60 days past due rule

- If you do not make minimum payment on your outstanding balances for 60 days, your credit facilities with that lender will be suspended.
- While you will still be able to draw down on your credit lines with other lenders, they cannot grant you any new unsecured credit facilities, or credit limit increases.

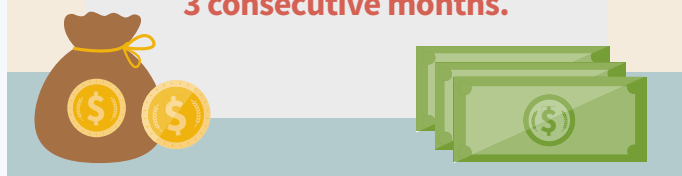


b) Industry wide borrowing limit

- From 1 June 2017 onwards, if your total outstanding interest-bearing unsecured debts exceed 18 times your monthly income for 3 consecutive months, your lenders will suspend all your unsecured credit facilities.
- Suspending your unsecured credit facilities means you will not be able to:
 - i. draw down on your existing facilities;
 - ii. apply for new unsecured credit facilities; or
 - iii. apply for credit limit increases.
- From 1 June 2019, suspension of credit facilities will kick-in at a lower limit: when your total outstanding unsecured debts exceed 12 times your monthly income.

1 June 2017 onwards

Lenders will **suspend all unsecured credit facilities** if total outstanding interest-bearing unsecured debts **exceeds 18 times your monthly income for 3 consecutive months.**



ASSISTANCE MEASURES AVAILABLE

If you require advice and assistance in paying down your debts, you may consider the following options:

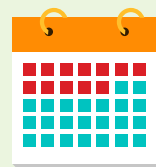
a) Approach your financial institution (FI):

Your FI may be able to offer you debt restructuring or repayment plans with lower interest rates. This will help you reduce your monthly repayment amounts.

You may also be offered a Debt Consolidation Plan (DCP). The DCP allows one FI to consolidate your entire debt amount with different FIs at lower interest rate charges. The DCP also provides you with a revolving credit facility of up to one month's income.

You can find out more about DCPs at <https://abs.org.sg/consumer-banking/consumers/debt-consolidation-plan>.

REPAYMENT PLANS



b) Approach Credit Counseling Singapore (CCS):

CCS assists individuals in recovering from debt problems by providing general debt management information and counselling. Where appropriate, CCS also works with the FIs to help customise debt repayment plans suited to individuals' needs.

You can find out more about CCS at www.ccs.org.sg.



Get Smart!

with the Kiang Family

TIPS FOR SMART SHOPPING AND CONSUMER SAFETY

"Safety is no child's play"



Woofy



Lisa Kiang

Baby Meena



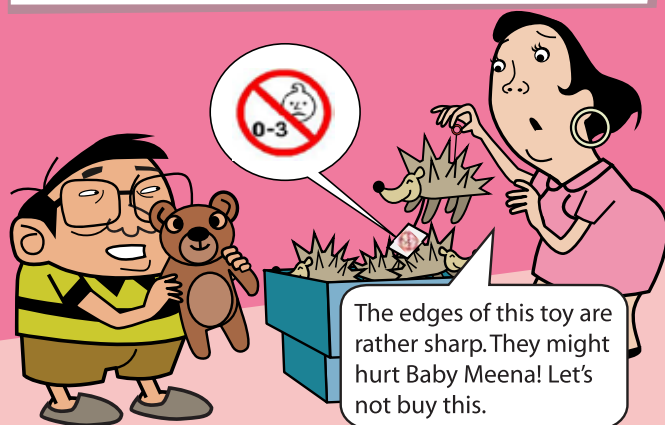
Alex Kiang



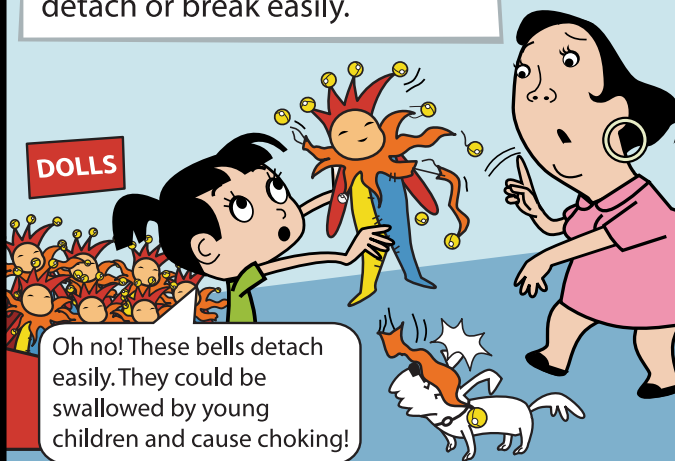
Anu

Mary Kiang

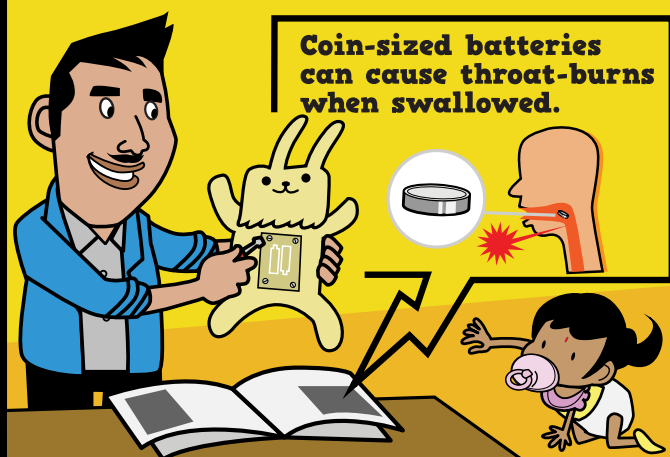
Buy toys that are suitable for your child's age. Look out for age-warning labels.



Avoid toys with small parts that detach or break easily.



Make sure the battery compartment cannot be opened easily by a child.



Avoid crib toys with long strings, cords or ribbons, which can cause strangulation.



For more consumer safety tips, please visit www.spring.gov.sg/productsafety

New Developments in Singapore's Mediation Processes

As of March 2017, Singapore is in the process of passing the Mediation Act. It is intended to make Singapore an international commercial mediation centre, for resolving disputes between international parties, amicably through mediation.

This will raise the profile of the island nation as a neutral and independent dispute resolution related services centre. Indirectly it may create

some growth and jobs for Singapore law firms and lawyers, besides providing more exposure and help to broaden and deepen the legal expertise available for domestic cases. In early 2017, during the second reading of the Mediation Bill in Parliament, Ms Indranee Rajah, Senior Minister of State for Law, mentioned that the enhanced Mediation Act will help bolster Singapore's position as a business hub and create value for other parts of the economy.





MEDIATION PROCEDURE

The mediation process occurs when two disputing parties choose to settle a dispute through the help of mediators. A mediator or two mediators will then address the parties with a short briefing, highlighting several key points of the open session. The basic ground rules of mediation will be shared with both parties in this brief. One example of a ground rule is to remember that each party will be given ample time to speak and hence parties should not interrupt when the other is speaking.

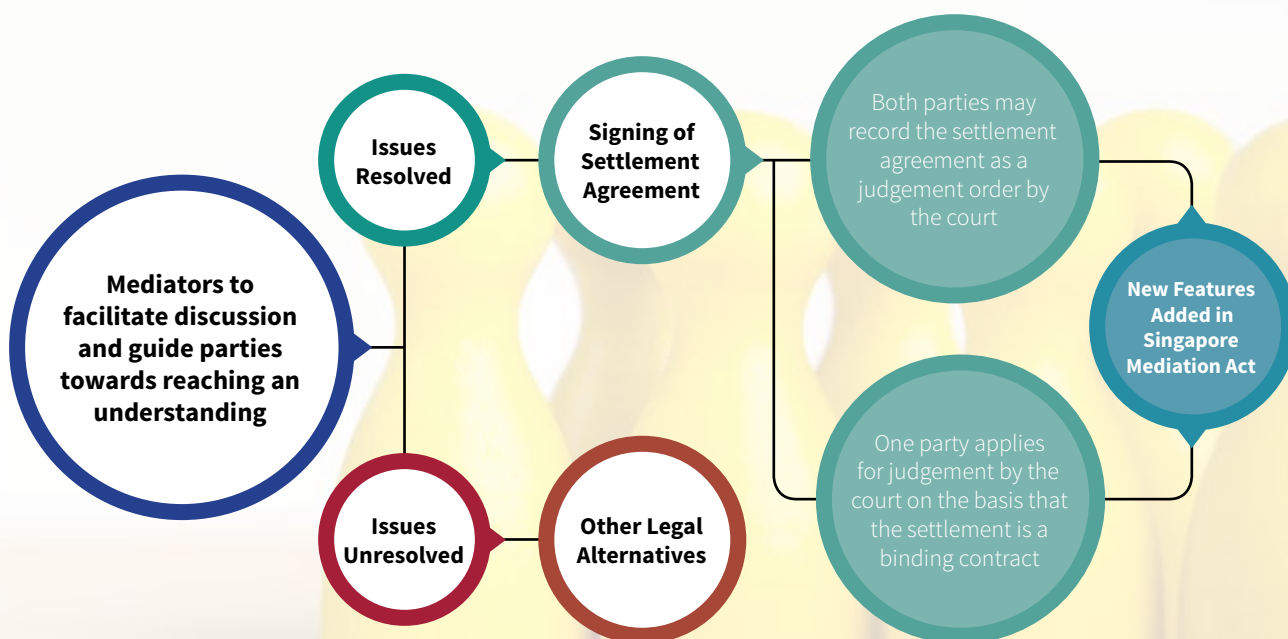
Once the open session commences, each party can choose at any time to seek some private time with the mediator(s) present. This private session is known as the caucus. These private sessions will also enable the

mediator(s) to glean a better understanding regarding the nature of dispute.

The function of the mediator(s) during the mediation is not to render judgement on the parties but rather to be a neutral and independent guide who will assist the parties themselves to come to a settlement. Any decision to settle on terms and conditions signed in a settlement agreement are decided by the disputing parties. Ultimately, the disputing parties settle on their own in a win-win situation.

In Singapore, there are several types of mediation as well as mediation centres, which provide mediation administration services in relation to civil disputes. For

example, the Singapore Mediation Centre provides services for commercial disputes. The Community Mediation Centre, like its name suggests, provides community mediation services and usually handles disputes between residents in a community regarding their interaction in the neighbourhoods or space they share. The Singapore Institute of Surveyors and Valuers (SISV) is nominated by the Council for Estate Agents (CEA) for disputes between real estate agents and consumers. CASE, specialises in mediation between consumers and businesses in relation to purchase of consumer goods as well as between real estate agents and consumers.



ATTRACTIVE FEATURES UNDER THE REVISED MEDIATION ACT

Strengthening the Enforceability of Mediation Agreement

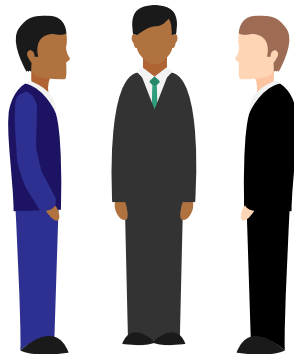
Once parties reach a mediated settlement, they may agree to apply to Court to have the settlement agreement recorded as a court order. This makes it easier to enforce in future. If parties are unable to use this process, one party will be able to commence court proceedings to enforce the settlement agreement as a contract.

**Restriction on Disclosure and Admissibility**

Generally, communication in the settlement agreement cannot be disclosed to third parties and cannot be admitted in court or arbitration proceedings as evidence.

**Stay of Court Proceedings**

Parties to a mediation agreement are given statutory rights under the Act to apply to court to stay any ongoing court proceedings in relation to the same dispute.

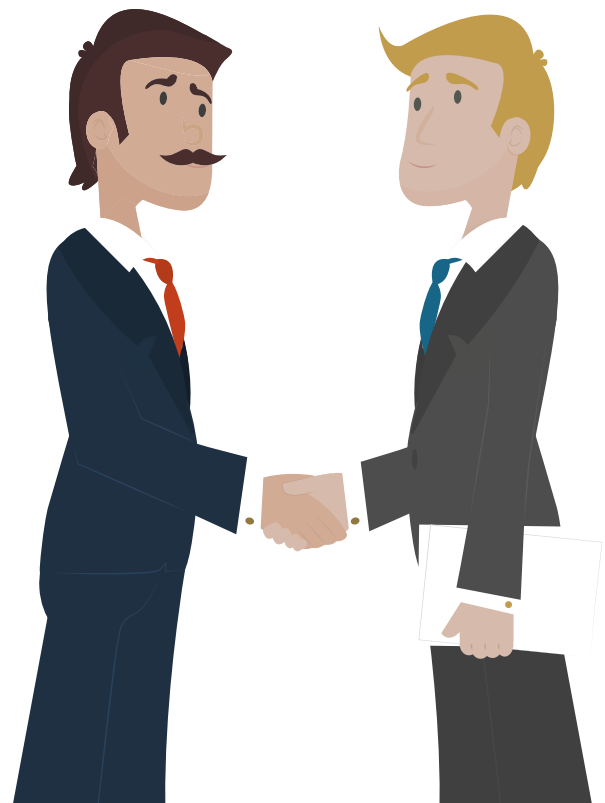
**Legal Profession Act**

Finally, restriction on the practice of Singapore law will not apply to the mediation context where the mediation is conducted by a certified mediator or administered by a designated mediation service provider. This will encourage foreign mediators and counsels to use Singapore as an avenue for mediation.



Under the Mediation Act, both parties to a civil dispute can apply to have the mediated settlement agreement recorded as a judgement in the court. Such a judgement therefore, is like any other judgement and can be enforced by one party against the other via different forms. For instance, a party can apply for the writ of seizure or by seizing the monies in the bank account of the other party, amongst other remedies. This judgement cannot be overruled by another judgement unless it is overturned through an appeal to a higher court. Any other action inconsistent with this recorded judgement would not be allowed as well. This gives finality and clarity to the settlement of the dispute.

With these proposed provisions, arbitration processes, revised court system and mediation processes in Singapore, it is likely to become the recognised international dispute resolution centre for the region and the world.



CASEPlay!

Word Search

Have fun searching for the following words relating to the Lemon Law.

(Answers are provided at the bottom of this page)

V K S Z W V R S C B F C C L Y
 V T R D H F I E D O J R I A J
 R B E A U W F B P Y N A P V B
 I F M G X F V P E A T F H C U
 N U E M R E F U N D I V O W H
 R E D U C T I O N V Z R L R M
 S L Y T S R Z X D S O P B H M
 T I M E F R A M E T J N C D F
 U N S A T I S F A C T O R Y Q
 L E M O N R E P L A C E J U V
 M O Z O U B Z Z Q W A H C A H
 M H D U D E F E C T I V E W Q

CONFORM
 DEFECTIVE
 LEMON
 REDUCTION
 REFUND
 REMEDY
 REPAIR
 REPLACE
 TIMEFRAME
 UNSATISFACTORY

ANSWERS TO WORD SEARCH

Contest

The first three all-correct entry randomly drawn at closing date will win \$50 NTUC Fairprice vouchers each.

ISSUE 02/2017

Consumers can lodge a complaint online via CASE's website. True / False?
 (Circle the correct answer)

Full Name: _____
 NRIC Number: _____
 Contact Number: _____

*The above personal data is collected for the purpose of processing your entry for this particular contest, and will not be used or disclosed for any other purposes. Please note that all winners are required to collect the vouchers in person at CASE's office.

Contest Closing Date: 30 June 2017 (Friday)

HOW TO WIN?

- STEP 1** Complete the entry
- STEP 2** Scan and submit your entry to editorial@case.org.sg
- STEP 3** Lucky winners will be notified by CASE^

^The decision of CASE is final in selecting the winning entries.

Several Margarine and Vegetable Oil-based Spreads Found to Contain More Trans Fat than Advertised

Is your margarine and vegetable oil-based spread really healthy?

The Consumers Association of Singapore (CASE) commissioned a test on 20 common household margarine and vegetable oil-based spreads sold in Singapore. The test found that the trans fat levels in all samples are within the statutory limit of 2%. However, trans fat contents were detected in four samples despite the products having declared zero trans fat on their labels.



WHAT IS TRANS FAT?

Trans fat is produced as a by-product in the industrial manufacture of margarines and vegetable oil-based spreads.

WHY SHOULD YOU BE CONCERNED ABOUT YOUR CONSUMPTION OF TRANS FAT?

According to the United States Food and Drug Administration, the consumption of trans fat raises the level of low-density lipoprotein (LDL) cholesterol in the blood. Research suggests that a high LDL cholesterol level in an individual increases his risk of developing heart diseases. The consumption of trans fat has also been associated with a higher risk of developing Type 2 diabetes.

The World Health Organisation (WHO) recommends that the daily average consumption of trans fat should be kept below 2g. However, findings from the National Nutrition Surveys in 2004 and 2010 showed that three in 10 Singaporean adults exceeded this recommended limit.

WHAT IS THE STATUTORY LIMIT FOR TRANS FAT?

Based on the Food Regulations administered by the Agri-Food & Veterinary Authority of Singapore (AVA), pre-packed edible fats and oils should not contain trans fatty acids at levels exceeding 2%.

HOW WAS THE TEST CONDUCTED?

Our mystery shoppers purchased 20 types of common household margarines and vegetable oil-based spreads from different countries of origins.

The samples were then sent to our designated laboratory and tested using accredited trans fat analysis.

WHAT WERE THE TEST RESULTS?

According to the test results, the trans fat levels in all 20 samples were found to be within the statutory limit of 2%. We also observed that for some samples, our test results showed a higher trans fat content than the declared values on the food label.

Following that, we sought clarification from the relevant manufacturers and/or importers. Insofar as they were able to substantiate their declared values, the differences between their declared values and our test results can be attributed as variance due to sample handling and analytical methodology.

Furthermore, our test found four samples declaring themselves “zero trans fat” when they were not. These findings were shared with AVA and they will be investigating this matter.

WHAT SHOULD I DO?

We encourage all consumers to take into consideration the trans fat content in the composition and/or ingredients that make up the spread by checking the food label when shopping. We also encourage consumers to go for spreads with the Healthier Choice Symbol administered by the Health Promotion Board.



S/N	Name of Sample	Food Label	Trans Fat Per 100g (as declared)	Test Results (%) ¹
S01	Buttercup Gold Canola Light 500G	Naturally Cholesterol Free Omega 3 Vitamin A & D 33% Less Fat	Less than 0.5g	0.06
S02	Buttercup Gold Canola Original 500G	Naturally Cholesterol Free Omega 3 Vitamin A & D	Less than 0.5g	0.17
S03	Cowhead Dan Delion Fresh Buttery Taste Margarine 250G	Contain Polyunsaturated Fat	Less than 2g	0.41
S04	Cowhead Dan Delion Soft Margarine 400G	Contains Omega 3 & 6	1g	0.15
S05	Emborg Spreadable Salted 250G	-	1.7g	0.76
S06	FairPrice Margarine 375G	Trans Fat Free Naturally Cholesterol Free	0.1g	0.24
S07	Flora Light 500G	Reduced Fat, Reduced Salt Healthier Choice (Health Promotion Board) Contains 1g Omega 3 30% Less Fat and 34% Less Salt than Floral Original	0g	0.09
S08	Flora Original 500G	-	0g	0.13
S09	Lurpak Spreadable Slightly Salted 250G	-	1.7g	1.05
S10	Meadow Lea Canola Omega 3 250G	A Natural Source of Omega 3 No Artificial Colours or Flavours	0.5g	0.14
S11	Meadow Lea Salt Reduced 250G	30% Less Salt than Meadow Lea Original Contains 1% Salt which is 30% less than Meadow Lea Original spread	0.5g	0.14
S12	Naturel Reduced Salt Margarine 500G	Contains Omega 3 & 6 Naturally Cholesterol Free About 43% Lower in Sodium than Naturel Soft Margarine	0.8g	0.10



¹ The test results (%) can be interpreted as trans fat content in grams per 100 grams.

S/N	Name of Sample	Food Label	Trans Fat Per 100g (as declared)	Test Results (%) ¹
S13	Naturel Soft Margarine 500G	Contains Omega 3 & 6 Naturally Cholesterol Free	0.9g	0.07
S14	Nuttelext Original 500G	Dairy Free Nut Oil Free Gluten Free Soy Free Lactose Free Cholesterol Free Artificial Additives Free Salt Reduced Contains Vitamin D	0.1g	0.05
S15	Olive Grove Lite Mild Tasting 500G	Olive Grove Lite contains 55g/100g Fat which is 30% Less Fat than Butter	0.2g	0.23
S16	Praise Spread 500G	Naturally Cholesterol Free Trans Fat Free Healthier Choice (Singapore Health Promotion Board)	0.3g	0.09
S17	Snow Brand Neo Soft Spread 320G	More Polyunsaturated Fats Lower in Cholesterol	1.4g	0.05
S18	Sunny Meadow Spread with Canola Oil 500G	No Added Artificial Colour & Flavour Omega 3 & 6 0mg Cholesterol Vitamin E	0g	0.12
S19	Sunny Meadow Spread with Olive Oil 500G	No Added Artificial Colour & Flavour Omega 3 & 6 0mg Cholesterol Vitamin E	0g	0.19
S20	Table Lands Olive Oil Spread 500G	65% Less Saturated Fat than Butter	0.2g	0.11



Consumer Happenings



LEARNING OUT OF THE CLASSROOM!
BARTLEY SECONDARY SCHOOL STUDENTS
ACTIVELY LEARNING ABOUT CASE



RESIDENTS OF YISHUN PICKING UP
TIPS ON RENOVATION



STUDENTS FROM UNITY SECONDARY SCHOOL ENHANCING
THEIR LEARNING AT THE CASE EXHIBITION BOOTH



EUNOS RESIDENTS UNDERSTAND MORE
ABOUT THEIR CONSUMER RIGHTS



Welcome!

Dining Out?

Some Tips to Avoid Pitfalls and Misunderstandings at Restaurants

No matter as a weekend treat or a hangout with friends, a night at a restaurant is always something we want to remember fondly. However, very often, restaurants fail to live up to our reasonable expectations of professional service, transparent pricing, and quality food.

Reading local restaurant review websites like hungrygowhere.com shows that we are not alone in our laments.

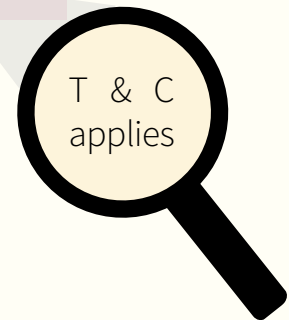
In this article, we will be highlighting a series of restaurant dining scenarios and discussing your rights as consumers. We will then go through some easy remedies and solutions you may consider the next time you meet unreasonable situations in restaurants.



Scenario 1: Misleading Advertisement

W decided to patronise K, a Korean restaurant as their banner promotion stated 20% discount for all meals, which was supposedly applicable to senior citizens. As W was above 65, she thought to bring her grandchildren to have a meal at K. She then ordered some ala-carte items and proceeded to pay at the cashier.

To W's dismay, she was not given the discount because the restaurant staff claimed it was only applicable to set menus. W disagreed as it was clearly stated "for all meals" on the promotional banner with just a vague "T&C applies" clause.



VAGUE TERMS AND CONDITIONS (T&C) FOR ADVERTISEMENTS.



Please do not hesitate to clarify T&Cs for any promotion you see. If the T&Cs appear to be deliberately vague, then good service standards should mean that the restaurant should be at least partially responsible for any misunderstanding.

W came to CASE for help and we helped her gain a refund of \$7.44. K also agreed to put up an interim notice before printing a clearer advertisement.

Scenario 2: Misleading menu items

X decided to bring his date to P, a French bakery bistro. P's menu included a selection of customisable coffee beverages. It was stated on their menu that their house special flavoured drink comes in flavours including: original, hazelnut and a couple of other options. X's date decided to go with the hazelnut flavour.

When the bill came, X was surprised to discover that there was an additional charge for the hazelnut flavour. When questioned, P's manager insisted in the small print that "additional flavours" were chargeable extras and that only the "original" flavour was included in the price, although the menu did not make such a distinction.



MENU ITEMS WERE MISLEADING AND UNCLEAR AS TO THE PRICING STRUCTURE FOR SOME ITEMS. THE STAFF WAS NOT EMPOWERED TO MAKE ANY CHANGES TO THE FINAL BILL.



When there are misleading menu items and staff who are unhelpful, do not panic or get angry as many restaurant staff are not empowered to provide any refunds or financial recompense. Be sure to take a photo of the menu and your receipt before writing in directly to the management, or approaching CASE for help. We will be able to contact the restaurant for you and mediate till a satisfactory outcome is achieved.



Scenario 3: Overcharging

For her job promotion, Y took her family to an Italian restaurant called L. She had researched a set menu beforehand and was interested to treat her family to a feast. However, at the restaurant, she was recommended by the staff to order a different set menu. The cost of the menu items was not revealed at the time of ordering.

L served 1 appetizer, 1 entree, 2 main dishes, coffee and a cake for each guest. After the meal, Y was presented with a bill for \$3,888.10, which Y felt was clearly exorbitant. Y trusted the restaurant staff would have alerted her if the prices were significantly different from the one she had originally come to order. While the meal was enjoyable, she could not help but feel that she was overcharged.



UP-SELLING BY RESTAURANT STAFF WITHOUT CLEAR PRICING OR WARNING.



Whenever possible, please remember to clarify prices with restaurant staff before ordering. Although, based on good service standards, restaurant staff should have the duty to inform you. In cases where they have not done so, the restaurant ought to take shared responsibility for the omission.



Through CASE's help, Y was able to secure a \$1,200 refund as a token of recompense from the restaurant.

Scenario 4: Discounts and promotions not applied

Z saw a promotion in his email inbox for drinks at C, a bar in a hotel. So, after a long week at work, he decided to hang out with some friends at that bar. The promotion only applied to drinks ordered before a certain hour. However, as Z was a member at C, he was certain that he would continue to enjoy his 15% membership discount at the bar after the promotional prices were over.

After a night of drinks, when the bill was presented, Z was told by C's manager that once he had ordered any promotional drinks, the membership discount could no longer apply to the bill. However, from Z's perspective, he did not intend to apply the discount to the promotional items, but only the fully priced items.



IT IS UNCLEAR HOW DIFFERENT BENEFITS FROM MEMBERSHIP AND PROMOTIONS IN RESTAURANTS INTERACT WHEN THEY ARE APPLIED TOGETHER.



We advise consumers to clarify the terms of any promotion before ordering. In the event of any vagueness or misunderstandings, to promote good service, restaurants should at least share responsibility for the issue.



In this case, Z was ultimately able to apply the discount to the non-promotional items. In the case this does not happen, please come to CASE and we will do our best to talk to the restaurant on your behalf.

Summary:

Dining in restaurants is meant to be a pleasurable experience. However, it is important to remember, that like any other transaction, there are terms and conditions that apply. Our advice is to always clarify these terms, even when they seem obvious, in order to avoid misunderstandings.

If misunderstandings do inevitably arise, please keep calm and understand that restaurant staff are often not empowered to resolve them on the spot. Write in to the restaurant management or CASE for further advice on what to do next. Together, we can promote a better and happier dining experience for everyone!

If you meet with particularly unhappy situations, try to resolve the problem with the restaurant staff, failing which, you may lodge a complaint with CASE and our officers will gladly assist you.



Consumer Issues & Solutions



Dear CASE

I recently purchased a leather sofa set from a vendor at a furniture fair about a month ago. The company agreed to deliver the sofa set to my home in 2 weeks' time. They did so, but the sofa they delivered was completely different from what I had ordered. The deliveryman did not want to take it back even after I politely asked him to do so. He brushed me off and insisted I contact his manager instead.

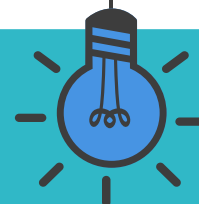
Over the weeks, I had tried contacting the company and their management promised a replacement but I have to wait for another 2 weeks. I am afraid the company does not keep their promise. Can I ask for a refund in this case?

A

Dear A

You found yourself caught in a difficult situation when the deliveryman refused to take back the incorrect sofa set. Subsequently, you are unsure if the company can be trusted to deliver the right item to you.

Under the Lemon Law, consumers are protected against goods that do not conform to contract. In this case, you can ask for repair or replacement, reduction in price or refund. However, the company has the right to offer a replacement, which they have. You may approach CASE for assistance if they fail to deliver by the agreed date. You may also wish to put all verbal commitments in writing to better protect yourself in future.



Dear CASE

My water heater system broke down last week. I sourced around and called the first number that surfaced. The electrician said it would cost \$280 for a new system. I agreed. However, after fixing it, the electrician requested \$530 from me stating the extra \$250 as transport and installation fees. When I asked him more questions, he started saying that I had no choice because he had finished doing everything. I paid unwillingly.

I know that the service had been provided. I feel that I should be allowed to seek a refund since I was not informed of the additional costs prior to the service. Can CASE advise what my next course of action should be?

B

Dear B

Charging a substantially higher price than an earlier estimate provided to the consumer for goods or services is an unfair practice under the Consumer Protection Fair Trading Act (CPFTA). You are entitled to a remedy and you may approach CASE to help negotiate with the company for a plausible resolution to your dispute.

We want to hear from you!

Have a story to share? Email it to editorial@case.org.sg (max. 200 words).



Catering a Spread of Disappointment

Winnie* and her husband were deliberating how they should organise their daughter's 5th birthday celebration. After much discussion, they decided to host a party and invite their family and friends over to their house. Winnie and her husband checked their schedules and agreed to fix their party on the Saturday before their daughter's exact birthday since the actual day fell on a weekday. They then proceeded to come up with a list of family and friends to invite, which added to about 40 guests.

Though Winnie could cook, she was not confident that she could whip up a sumptuous feast for the big group. It would also take up too much of her time and effort to prepare the dishes. She thought it was more feasible to choose the convenient way out – ordering a buffet spread from a caterer.

One evening after work, while Winnie was searching online for a suitable caterer, she chanced upon a caterer's online banner

advertisement which read, "20% Festive Discount!" She was attracted by the discount and decided to place her order immediately to catch the limited-time offer.

After browsing through the different menu items, she selected eight dishes and confirmed her order. Not long after, she received a confirmation email in her inbox. Winnie double-checked the order details and was all ready for the housewarming party. She would never have envisaged that the party she was looking forward to would turn into a horrible nightmare.

Friends and family members of both Winnie and her husband gathered at the condominium's function room on the day of their housewarming party. The food arrived as scheduled, at 12pm. However, it was an utter disappointment for Winnie when she saw the food set-up. The quantity was simply not enough for all her guests. Embarrassed

by the shortage of food, Winnie placed a last minute order for fast food delivery to 'salvage' the situation.

Misfortunes never come singly. The buffet spread which was supposed to be cleared by 3pm, was only cleared by the caterer at 5pm. The couple was charged an additional \$500 by condominium's building management due to the delay in handing over the function room. Winnie was unsatisfied with the caterer's service and called up to make a complaint. To her surprise, the staff explained that the quantity provided was the 'standard amount' and Winnie should have catered for 60 people if she wanted to have 'more than enough' quantity for her 40 guests. Regarding the two hour delay for collection, the staff claimed that it was due to too many orders received on the same day, and Winnie should have 'expected' it because the order was placed during the festive season.

Upset with the telephone conversation, Winnie felt that she could no longer negotiate with the caterer. Her husband suggested that she seek CASE's assistance. CASE took over the complaint and invited both Winnie and the

caterer down for a mediation session. After the session, both parties eventually agreed to a \$500 compensation for the additional function room charge.

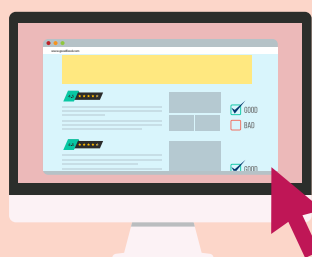
*Please note that the name has been changed to ensure the privacy of the consumer.

A buffet spread is usually catered for a happy occasion. Consumers should not let an unsatisfactory catering service affect their jovial mood for the event. With that, CASE would like to provide the following advice to consumers:

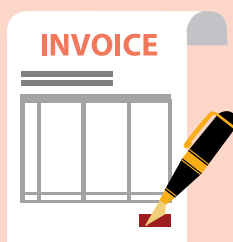
- 1 Engage only licensed food caterers with a good hygiene grading. The list of NEA-licensed caterers can be found on NEA's website.



- 2 Check reviews or feedback from past customers to ensure that the caterer is trustworthy and has a reliable reputation.



- 3 Ensure that the caterer provides you with a detailed invoice with the list of ordered items, quantity or serving portion size and their corresponding costs. All relevant details pertaining to the transaction such as discounts or free gifts should also be committed in writing.



- 4 Be informed of dispute resolution alternatives. Consumers can lodge a complaint with CASE or file a claim at the Small Claims Tribunals if the caterer engages in unfair practices as defined in the Consumer Protection (Fair Trading) Act.

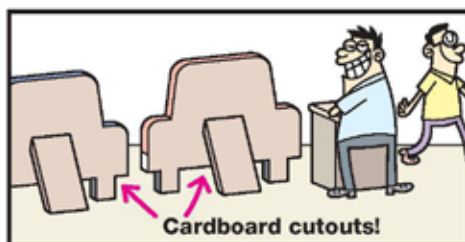




In A Nutshell

DID YOU KNOW?

The Consumer Protection (Fair Trading) Act (CPFTA) was recently amended in December 2016 to include four more unfair practices.



21 Accepting payment (in money or in kind) despite knowing that goods or services will not be provided.



22 Asserting the right to payment for providing unsolicited goods or services.





The latest amendments would further strengthen the measures that may be taken against errant retailers who engage in unfair practices.



23 Sending to a consumer an invoice or document that seeks payment for unsolicited goods or services.



24 Refusing to extend a written copy of an executed applicable agreement despite the consumer's request.





别让“理发”演变成 “理债”的悲剧

永亮*在几个月前欠下了一笔1000元的“冤枉”债。而欠债的原因竟是为了原价2元的理发服务


故事发生在某一天永亮放工回家的傍晚。他正打算将信箱里的一堆广告传单丢弃时，被其中一张2元理发促销的传单吸引了。对发型不讲究的永亮觉得2元的理发服务很便宜，并决定试一试。隔天，永亮趁休假到该理发店要求其中一名理发师为他做2元的理发服务。永亮坐下后，理发师便快速地在十分钟内替他剪好头发。永亮看了看镜子，对自己“捡到”的小便宜非常满

意。他起身正要走向柜台付钱时，两名理发师立刻站到他身边开始大力地推销理发店的油性头皮护发配套，你一言我一语的，足足说服了两个小时。永亮当下感到疲惫不堪，无形中的压力迫使他妥协签下价值1800元的护发配套。尽管不愿意，永亮最终仍无奈支付总额1802元才离开了理发店。

回到家，永亮经过几番冷静的思考后，觉得自己目前的财务状况不允许他承担1800元的护发费用。他于是回到理发店向理发师解释，希望能立即取消配套。听了永亮的求情后，其中一名理发师不但不让他终止合约，竟然还

提议借永亮1000元现金，并要求他签下借据。永亮再次受到理发师施加的压力，只好委曲求全，为了原本只需2元的理发服务，欠下1000元的债务。

一个原本很便宜的理发服务很可能在付款的那一刻变得昂贵。这样的案例其实很普遍，消协经常接获类似有关理发店强行推销的投诉。可幸的是，永亮能在第一时间找消协协助解决纠纷。消协之后代表永亮与理发店协商，最终成功达到理发店赔偿800元（扣除1000元贷款）的协议。可惜很多人未必像永亮一样幸运。有些可能在心不甘情不愿的情况下选择使用被迫购买的配套，



而另一些呢，可能则是默默承受心中的委屈。

在保护消费者（公平交易）法令下，向消费者施加压力或不恰当影响然后从中获利，是不公平交易之一。身为消费者，我们有权对抗不良商家，保护自己。消协在此提供几个消费小贴士让读者参考：

细读条规与条款

很多理发店的合约都会注明“所有支付的款项不能退还”或“若护发疗程没有达到预期的效果，理发店将不会承担任何责任”之类的字眼。消费者在决定购买配套前，应该把这些不利己的条款列入考量中，并确定所有口头上的承诺都以书面记载下来。

冷静考虑

即使您真的对某个配套非常感兴趣，您也不必急着购买。因为很多人往往会因一时的冲动而感到后悔。不妨礼貌且坚定地请理发店给您多一点时间考虑清楚。千万别被销售员的甜言蜜语和游说动摇您的决定。

*为保护消费者的隐私，我们已将姓名更改。

清楚自己的权益

千万不要被迫签约。如果理发店的强行销售让您感到不舒服，您可以选择离开。在保护消费者（公平交易）法令下，向消费者施加压力或不恰当影响然后从中获利，是不公平交易之一。如果您无法离开场所，则可以考虑报警。

寻求专业医疗意见

在进行任何护发疗程之前，我们建议消费者先寻求专业医生的意见。因为有些关于头发的问题是可以靠医生医治的。再说，至今仍没科学证实任何产品或疗程可帮助脱发问题或促进头发生长。您也可登录新加坡卫生科学局（HSA）的网站查看已注册的药品名单。

了解追索权

如果您觉得被欺骗或误导，您可以向消协寻求帮助。消协能够针对您的案件提供免费建议。有必要的話，消协也可以代表您与商家协商。相对的，您也可以到小额索偿法庭提呈案件。

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* Delete where inapplicable

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Seminars

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Please call **6461 1882** to enquire

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Subsidised rates or free entry to seminars, events and forums organised by CASE or CASE partners

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Not a member?

You can still call CASE hotline: **6100 0315**

Or walk in to our CASE office to receive advice at no charge

*All prices are inclusive of GST.