



# JOINT ACCREDITATION SCHEME

– FOR –

# DIRECT SELLING BUSINESSES (SILVER)

# INFORMATION & APPLICATION KIT

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#### Introduction

#### 1. Why CaseTrust-DSAS Joint Accreditation Scheme for Direct Selling Businesses (Silver)?

The Consumers Association of Singapore (CASE) and the Direct Selling Association of Singapore (DSAS) have developed a joint accreditation scheme for the direct selling industry. Building upon CaseTrust requirements which promote fair-trading and good business practices, the CaseTrust-DSAS Joint Accreditation Scheme (Silver) has incorporated new criteria unique to the direct selling industry to raise the professionalism of direct selling businesses.

With the introduction of this scheme, consumers can easily identify professional and credible direct selling businesses simply by checking whether the company displays the CaseTrust logo. The long-term aim is to provide consumers with the option to identify and choose reliable companies.

CASE endeavours to offer better consumer protection by getting these companies to adopt the CaseTrust standards. Over time, the image of direct selling industry is expected to be enhanced.

#### 2. What is CaseTrust-DSAS Joint Accreditation Scheme for Direct Selling Businesses?

The CaseTrust-DSAS joint accreditation for direct selling businesses has been developed with specific criteria tailored for the direct selling industry, and to assist DSAS members in uplifting their professionalism and business image. With their invaluable trade expertise and experience, CaseTrust was able to identify best practices in their business in which to add value to their customers and benefit the industry as a whole.

This Joint Accreditation Scheme for direct selling businesses is designed to signify the voluntary pro-active approach of the direct selling businesses to enhance their trustworthiness by conducting their businesses with consumers in full transparency and good business practices.

Any interested applicant must be a DSAS member and is required to undergo their stringent admission criteria before applying for CaseTrust.

#### 3. What can consumers expect from a CaseTrust accredited direct selling business?

A direct selling business that obtained CaseTrust-DSAS Accreditation is certified as a business that possesses the foundation for good business practices and standards. The business will have the following mechanisms in place:

#### **Clear Fee Policies**

- A Cooling-off period of 7 working days. It has clearly articulated and documented policies on fees and fee refund.
- Provides goods and/or services of satisfactory quality as defined in the Sales of Goods Act S14
   (2), Lemon Law and Consumer Protection (Fair Trading) Act.
- Declare the terms and conditions of any warranties or service guarantees to protect consumers against product defects and non-performance.

#### Well-defined Business Practices and Systems

- A redress system with proper and clearly defined dispute resolution mechanisms for the business and consumers. This will include mediation by CASE Mediation Centre and recourse to the Small Claims Tribunals and the Courts, if necessary.

#### Well-trained Personnel

- Staff and direct sellers should be able to provide accurate, timely and comprehensive product and service information to customers and to perform service to the expected levels.
- There will be proper management of their direct sellers to ensure ethical and responsible selling.

## CaseTrust Application Stages

## Application to CaseTrust

#### Items to submit:

Latest Business Profile from ACRA (within 1 week of CaseTrust application)
Online Application

Application fee via PayNow payable to "UEN: S71SS0016L, Consumers Association of Singapore"



## Receive CaseTrust Notification of acceptance/rejection

#### Successful Applicant will receive:

Criteria Checklist



#### Submission of assessment items

#### Items to submit:

Upload documents required in criteria checklist via

the CaseTrust Application Portal

Full Assessment fee via PayNow payable to "UEN: S71SS0016L, Consumers Association of Singapore"

Completed criteria checklist



## Assessment stage

Note: The application will be considered Null & Void if complete set of required assessment items are not submitted within 6 months from date of application.

## CaseTrust Assessment Stages

## Desktop assessment

Assessor will query on desktop assessment documents and arrange for site assessment

#### Site assessment

Assessor will go on site for verification of desktop submission and conduct interview with staff

#### Recommendation for correction

Assessor's recommendation letter will be sent by CaseTrust Business is to submit corrective actions within recommended timeframe

## Completion of assessment

If all corrective actions are satisfactory, the assessment is completed

## Admin process

Licence Agreement to be signed

Annual Management Fee via PayNow payable to "UEN: S71SS0016L, Consumers Association of Singapore"

#### Accreditation

CaseTrust Certficate and Welcome Kit will be mailed to successful applicants

Note: It will take around 3 months from the date applicant commences the assessment stage (through submission of all required assessment items) to complete the accreditation assessment process.

## CaseTrust Criteria for Direct Selling Businesses (Silver)

This is a summary of the CaseTrust criteria for Direct Selling businesses. The full criteria checklist, incorporating assessment elements and document checklists, will be made available to businesses upon submission of the CaseTrust application form and application fee.

Policies				
Goods & Services				
A1	My business offers goods and services of satisfactory quality as defined in the Sales of Goods Act S14 (2), Consumer Protection (Fair Trading) Act and Lemon Law.			
Terms 8	Conditions of Sales			
A2	My business clearly declares the terms and conditions of any warranties or service guarantees to protect customers against product defects and non-performance.			
	As part of the service guarantees, my business accords a cooling-off period of at least 7 working days (excluding Saturdays, Sundays & Public Holidays) to allow customers to seek full refund of payment made if they do not wish to proceed with the services offered.			
А3	My business has an exchange and refund policy clearly stipulating the time frame and conditions for any exchange and refund.			
A4	My business clearly states the terms and conditions for any deposits paid should the transaction be cancelled.			
A5	My business clearly states the terms and conditions applicable to the redemption of vouchers.			
Pricing 8	& Payment			
A6	My business is committed to display discounted prices clearly.			
A7	My business clearly states the payment methods and channels available to customers.			
A8	My business is committed to avoid over or under-charging and to ensure correct change is given.			
A9	My business clearly states any delivery and shipping charges incurred.			
A10	My business clearly states any additional charges for extra services such as alterations, repairs, gift- wrapping and express delivery.			

#### Security

A11 My business is committed to maintaining the confidentiality of customer data.

### Communication

#### **External Communication**

- **B1** My business provides effective mode(s) of communication for customers.
- My business has a system in place to inform CaseTrust in writing of any change 7 working days before implementation including its Management Representative, ACRA business profile, ownership of business, shareholders, partners, directors, legal entity etc.

#### Advertising & Promotion

#### **B3** Accuracy of Information

My business ensures that all goods and services are accurately described and portrayed in all marketing communications.

#### **B4** Adequacy of Information

My business ensures that its marketing communications include sufficient details on prices, quality, availability and terms of sales or business.

- **B5** My business sells what is advertised and promoted.
- **B6** My business maintains a sufficient level of stocks for all promotional items.
- **B7** My business clearly states the period for which promotions are valid.
- My business clearly spells out details of the mechanism for any lucky draw, free gifts, complimentary merchandise, and/or contest.

## **Practices & Systems**

#### Retailing

#### C1 <u>Deposit/Reservations</u>

- a. My business provides customers with receipts to acknowledge payment of deposits or reservation charges.
- b. Receipts for deposits and reservations have full detailed information.

#### C2 Proof of Purchase

- a. My business issues receipt/ sale slips to customer with details of the purchases of the goods/ services provided.
- b. The receipt and sales slip reflect relevant detailed information.

#### C3 Exchange and Refund

My business honours our exchange and refund policies promptly within the stipulated time frame and conditions.

#### C4 Delivery

- a. My business provides delivery forms.
- b. Delivery forms show full detailed information. My business gets customer's signature acknowledging receipt of delivery. A copy of the delivery form is given to the customer.
- c. My business keeps customer updated on the status of their deliveries should the need arise.

#### Feedback Management

- My business has a system to document complaint cases and has a complaints resolution procedure.
- C6 My business informs complainants of the status of the complaint investigation.
- C7 My business resolves complaints within a maximum of 21 days upon receipt of complaint.
- My business informs customers of alternative forms of redress should the business be unable to resolve the complaint within the time frame, E.g. CASE Mediation Centre.

#### Security

**C9** My business has a system to keep all customers' particulars confidential.

Goods & Services		
C10	My business has a system for ensuring the quality of products and services offered for sale. Goods and services offered should be fit for consumption and not past expiry date.	
C11	My business complies with regulatory requirements as mandated by the Licensing Authority.	

Personnel		
Performance		
D1	My business ensures that customer support and service staff do not practice any unethical sales tactics.	
D2	My business is responsible for the conduct of my direct sellers.	
Knowledge		
D3	My business ensures staff is able to provide accurate, timely and comprehensive product and service information to customers and to perform service to the expected levels.	

## Fee Structure

(Fees are inclusive of GST)

Type of Fee	Category 1	Category 2	Category 3
Application	S\$327	S\$327	S\$327
*Full Assessment (1st Year)	S\$1308	S\$1744	S\$2180
**Interim Assessment (3 <sup>rd</sup> Year)	S\$654	S\$872	S\$1090
Annual Management	S\$763	S\$1090	S\$1635

<sup>\*</sup>Full-term assessment (Desktop & Site) is conducted every 4 years.

Note: Interested applicants should contact DSAS (Tel: 8218 6843, Email: <a href="mailto:info@dsas.org.sa">info@dsas.org.sa</a>) to verify their category of DSAS membership.

 $<sup>^{**}</sup>$ Interim assessment (Site only) is conducted on the  $3^{rd}$  year of every accreditation cycle.

# Other Charges

(Fees are inclusive of GST)

	Fee
Certificate printing Reprint / Additional Certificate printing	Complimentary S\$16.35
Mediation at CASE Mediation Centre	Complimentary
CaseTrust decal	Complimentary

## Important Note

- 1. Fees are inclusive of the prevailing GST rate and are subject to change, depending on economic situation and discretion of the CaseTrust department.
- 2. \*Full-term assessment (Desktop & Site) is conducted every 4 years.
- 3. \*\*Interim assessment (Site only) is conducted on the 3<sup>rd</sup> year of every accreditation cycle.
- 4. Application fee is to be paid together with submission of application form. Full assessment fee is to be paid at the submission of desktop assessment documents.
- 5. The application will be considered NULL & VOID, with the Applicant considered to have failed the assessment if:
  - a. Documents and fee for assessment are not submitted within 6 months from date of application.
  - b. The Applicant failed to obtain CaseTrust accreditation within the period of 1 year from date of application.
- 6. The Applicant must go through the full assessment first, and the interim assessment after 2 years.
  - a. CASE reserves the right to perform more than one interim assessment during the 4-years period.
- 7. If the Applicant does not pass the assessment, a re-assessment fee equivalent to the full assessment fee must be paid.
- 8. The annual management fee is payable only after the Applicant passes the assessment process.
- 9. Below are the cancellation fees in the event the Applicant cancels its application under the following circumstances:
  - a. Application fee is strictly non-refundable.
  - b. Assessment fees are refundable if withdrawal request is made within 7 days after the submission of your application.
  - c. If a withdrawal request is made after 7 days from submission of assessment items, but at least 4 days before commencement of site assessment, 50% of the assessment fees will be refundable.
  - d. Assessment fees are strictly non-refundable if withdrawal request is made less than 4 days before site assessment.
  - e. The annual management fee is payable only after the Applicant clears the assessment process.
  - f. The Assessment Fees would be refunded in the event of an outright disqualification during the initial application stage.

## **Application Terms and Conditions**

#### **Application**

- 1. The Applicant is bound by the Terms and Conditions herein and such variations, which may from time to time, be made by the CaseTrust Department; and upon submission of their Application to the CaseTrust Department.
- 2. Fees are subject to change, depending on economic situation and discretion of the CaseTrust Department.
- 3. The applicant (or subsequently accredited business) is to note the following eligibility conditions to apply/re-apply for the accreditation scheme or to remain accredited:
  - a. there should not be 5 or more complaints related to the Consumer Protection Fair Trading Act (CPFTA) lodged against it with CASE, within a continuous period of 12 months before the date of the new/renewal application or after the business has been accredited; and/or
  - b. must not be faced with any debarment arising out of any sanction imposed by CaseTrust; and/or
  - c. must not have any bad track record with CASE (where the respective situation arises), for refusal to sign the Voluntary Compliance Agreement (VCA), breach the signed VCA, be issued with a Consumer or Company Alert against it by CASE, or be referred to the Competition and Consumer Commission of Singapore for Injunction by CASE.
- 3. Businesses with different ACRA unique entity numbers are considered separate entities, even if they are under the same holding company. Separate applications will be required.
- 4. An application for CaseTrust accreditation must be accompanied by:
  - a. Completed application form as prescribed, together with any supporting documents required
  - b. Application fee

#### Assessment

- 1. The Applicant must pass all assessments to be or remain accredited.
- 2. Assessment Fees are strictly non-refundable if the Applicant fails the assessment.
  - a. The CaseTrust department reserves the right to reject any submission for any reason without further explanation to the Applicant
  - b. If the Applicant wishes to appeal the rejection of its submission, it may contact CaseTrust via email at <a href="mailto:casetrust@case.org.sg">casetrust@case.org.sg</a> with its supporting documents within 14 business days of receiving the notification of rejection. The CaseTrust department

may in its absolute discretion review the Applicant's appeal and respond with its final decision within 30 business days.

- 3. The application will be considered **NULL & VOID** if:
  - a. Documents for assessment are not submitted within 6 months from date of application.
  - b. The Applicant failed to obtain CaseTrust within the period of 1 year from the date of application.
- 4. If an Applicant fails the prescribed Assessment conducted, the Applicant may be given a further opportunity to qualify to be accepted under the scheme and such would be decided by the Assessor or Assessors assigned as long as the Applicant does not exceed 2 further Assessments. All Assessment Fees, if any, must be paid by the Applicant.
- 5. Applicants whose desktop submission is insufficient as determined by the assessor, will have to submit the corrective actions within 2 months from the date of notification. Failing which, the Applicant is deemed to have failed the desktop assessment.
- 6. Applicants who pass the desktop assessment but subsequently fail the site assessment are deemed to have failed the assessment.
- 7. The Applicant may ask for a review of the Assessment with reasons. The Applicant's request will be considered by the Head of Department, and if appropriate, forwarded to the CaseTrust Department. Such review will be allowed at the discretion of the CaseTrust Department and will be final. This review fee will be refunded if the review is found in the Applicant's favour.
- 8. Where there is a need for the Applicant to engage a consultancy firm, the Applicant will liaise directly with such consultant(s) and the appropriate fees paid to the consultancy firm for their services. Such consultants and consultancy firms are independent third parties and are not endorsed by either CASE or the CaseTrust department. CASE and the CaseTrust department will under no circumstance be liable for any advice rendered by such consultancy firms.
- 9. In the event the CaseTrust Applicant withdraws their application:
  - a. Assessment Fees are refundable if withdrawal request is made within 7 days after the submission of your application.
  - b. If a withdrawal request is made at least 7 days before commencement of Site Assessment, 50% of the Assessment Fees will be refundable.
  - c. Assessment Fees are strictly non-refundable if withdrawal request is made less than 4 days before site assessment.
  - d. If the Applicant fails the desktop assessment and decides to withdraw at that stage, 50% of the Assessment Fees will be refundable.

- e. The annual management fee is payable only after the Applicant clears the assessment process.
- f. The Assessment Fees would be refunded in the event of an outright disqualification during the initial application stage.

#### Accreditation Details

- 1. Applicant must go through the full assessment first, and the interim assessment after 2 years.
- 2. Accreditation will be for a period of 4 years, renewable every year, subject to payment of the Annual Management Fee, passing all Assessments, satisfying all Investigation or queries by CaseTrust (this including feedback from the public i.e. complaints, if any), and any other requirement(s) put forth by CaseTrust at any point in time.
- 3. Accredited companies that make changes to its company ownership partnership/directorship after obtaining accreditation may be subjected to re-assessment and must furnish CASE with a Deed of Assignment. This assessment shall be independent of other assessments that the accredited business is scheduled to undertake.

#### Standards

- 1. Accredited businesses are required to maintain the CaseTrust standards as stated, among other things, in the Assessment Criteria provided. The criteria may be revised from time to time and the accredited business must be so bound by such.
- 2. Accredited businesses are required to comply with all government laws, rules, and regulations at all times. Should the accredited businesses be found to be in breach of such laws, rules, and regulations, the accredited business has been made aware of the CaseTrust Department's empowerment to suspend, expel, or blacklist, either singly or jointly, depending on the severity of the non-compliance, or by any other appropriate means.
- 3. The CaseTrust Department reserves the right to perform an audit or conduct mystery shopping on the business during their accreditation period.
- 4. Upon successful accreditation, the business is required to display its policies clearly in its premises or such policies must be easily accessible to Consumers. Web-based retailers are required to publish their web policies on their websites.
- 5. The accredited businesses must have a proper criterion to deal with complaints and a dispute resolution programme in place which is transparent and known to consumers. If the consumer who has a dispute with a CaseTrust accredited business requests for mediation at CASE Mediation Centre, the CaseTrust accredited business must attend the mediation session arranged by CASE.

6. To uphold the standards, which may be updated from time to time by CaseTrust, all accredited businesses shall adhere to the Code of Practice and abide by penalties imposed upon breach/infringement of the Code of Practice.

#### Conditions Precedent

- 1. Businesses should allow CaseTrust representatives into their premises for auditing and/or investigation purposes, whether notified or not.
- 2. The business agrees to indemnify and keep CASE, its directors, employees, officers, agents or representatives) fully and effectively indemnified against any and all actions, liabilities, cost, claims (including third party), losses, damages, proceedings and/or expenses (including all legal costs on an indemnity basis) arising from or in connection with the business's application for CaseTrust accreditation scheme.

#### Audit/Investigation

- In the event of a breach of the CaseTrust requirements stipulated within this Information Kit, the Criteria Checklist, the License Agreement and/or the CaseTrust Code of Practice, CaseTrust may impose sanctions by way of Warning, Suspension, Expulsion and/or Debarment from CaseTrust.
- 2. All Suspension, Expulsion and Debarment cases would be considered and approved by the CaseTrust Advisory Council.
- 3. Accredited business Suspended of its CaseTrust status would be required to pay for the Interim Assessment fee, undergo and pass the Interim Assessment. Under this circumstance, the business would be given up to 2 rounds to pass the Interim Assessment, within 3 months from the date of the Notice of Suspension.
- 4. Should the accredited business be sanctioned of its CaseTrust status by Warning or Suspension, the sanction would be valid for 2 years from the date of the imposition. The validity of the sanction would be carried forward to the renewed accreditation cycle and should there be any breach of the CaseTrust requirements again, further or more sanctions may be imposed.

#### **Termination**

- 1. Upon termination and expiry of CaseTrust accreditation scheme, all physical CaseTrust related materials must be returned to CASE office within 7 days, and such materials should not be used in any manner whatsoever by the businesses before its return.
- 2. The CaseTrust Department reserves the right to suspend and/or revoke the accreditation status should the business fail to adhere to any of the CaseTrust requirements stipulated within this Information Kit, the Criteria Checklist, the License Agreement and/or the CaseTrust Code of Practice, or for whatever reasons, as the CaseTrust Department deems fit.

# CaseTrust Application Submission Checklist

CaseTi	rust Application via Online Submission			
Busine	ess Profile from ACRA (within 1 week of CaseTrust application)			
Application Fee of \$327 can be made by PayNow to 'UEN: S71SS0016L, Consumers Association of Singapore'.				
PayNow Instructions				
1.	PayNow is to be made to UEN: S71SS0016L, Consumers Association of Singapore			
2.	Within the field, <transfer details=""> please indicate your business name</transfer>			
3.	Send a screen shot of the successful payment page via this email			
	casetrust@case.org.sg			

Thank you for your interest in CaseTrust.

You are a step closer to be recognised as a reliable company that consumers can count on.

We look forward to having you on board.