



The Consumer Protection (Fair Trading) Act (CPFTA)

Background

- The CPFTA was the result of years of lobbying by the Consumers Association of Singapore for a consumer protection legislation
- Push for this Act began with the significant increase in the number of errant vendors and unfair trade practices against consumers

What is the CPFTA?

- It is a Civil Act, designed to empower consumers to seek redress against unfair trade practices

What types of goods and services are NOT covered under the CPFTA?

- Business-to-business dealings
- Claims exceeding \$20,000 (for contracts entered between 1 March 2004 and 14 April 2009) and claims exceeding \$30,000 (for contracts entered from 15 April 2009)

- Sale and purchase of property (Only claims against real estate agents for services rendered are covered)
- Contracts of employment

What is an unfair practice?

It is an unfair practice for a supplier:

- To do or say anything, or omit to do or say anything, if as a result, a consumer might reasonably be deceived or misled
- To make a false claim
- To take advantage of a consumer if the supplier knows or ought reasonably to know that the consumer:
 - i) Is not in a position to protect his own interests.
 - ii) Is not reasonably able to understand the character, nature, language or effect of the transaction or any matter related to the transaction.
- To commit any of the 20 unfair practices specified in the Second Schedule of the CPFTA

Your rights as a consumer

Cancellation of contracts

as found in the Cancellation of Contracts Regulations

- Consumers can terminate timeshare, timeshare-related or direct sales (door to door) contracts **within 5 working days after the date of the contract** (excludes Saturdays, Sundays and Public Holidays).

Financial products & services

as found in the Regulated Financial Products and Services Regulations

- Consumers can approach FIDReC (Financial Industry Disputes Resolution Centre) for resolution of unfair practices by financial and insurance institutions.
- FIDReC will mediate and/or adjudicate to help parties come to a settlement without legal action.

Motor Vehicle Dealer Deposits

as found in the Motor Vehicle Dealer Deposits Regulations

- Motor vehicle dealers must inform consumers in writing of its refund policy before collecting deposits from consumers
- They must also obtain a written statement from the financial institution if the application for a loan was unsuccessful, if the consumer requests for it

Unsolicited goods and services as found in the Opt-Out Practices Regulations

- Consumers can use, deal with or dispose of unsolicited goods or services as if they were an unconditional gift to him from the supplier, unless and until he informs the supplier in writing his intention to accept and pay for the goods or services.

Errant businesses

- Under the CPFTA, CASE and Singapore Tourism Board are empowered to invite errant businesses to enter into a Voluntary Compliance Agreement, failing which, to take an injunction to stop the business from further engaging in the unfair practice.

What should I do if I encounter an unfair practice?

If you fall victim to an unfair practice, you should:

1. Attempt to resolve the dispute with the business first, failing which
2. Seek CASE's assistance to negotiate a settlement with the business.
3. File a civil claim in the Small Claims Tribunal/Magistrates Court if no resolution is reached through the above channels.