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# President's Message



#### Dear readers,

Did you know that World Consumer Rights Day falls on 15 March every year? World Consumer Rights Day was inspired by President John F Kennedy, who proposed a bill for consumer rights to the United States Congress on 15 March 1962, and he was the first world leader to do so. This sparked a call for consumer rights that still resonates today.

On 15 March this year, CASE celebrated World Consumer Rights Day by organising a "Motoring & You" Roadshow to share tips with consumers on what they should look out for in a car purchase. We also encouraged consumers to send pre-owned cars for evaluation before committing to the purchase to verify that the car is in satisfactory condition.

We reached out to approximately 2,000 consumers during the roadshow and received positive feedback that a large majority of consumers understood the need to send their pre-owned cars for independent third-party evaluation. As more consumers do so, we hope that the number of consumer complaints on defective pre-owned motorcars will decrease.

Singapore usually experiences high levels of ultraviolet (UV) radiation all year round. Experts say that we should take precautions such as applying sunscreen when out in the sun, especially in the afternoon when UV rays are the strongest. This is because excessive levels of UV radiation could lead to ailments like skin cancer, pigmentation and premature aging of the skin in the long term.

In view of the importance of skin protection, CASE tested 20 samples of sunscreen products for three common types of UV filters (i.e. homosalate, oxybenzone and octocrylene). We are glad that the test results showed that the concentrations of the three UV filters tested were all within the permissible limit of 10% stipulated in the ASEAN Cosmetic Directive administered by the Health Sciences Authority (HSA).

We often receive feedback from consumers over complaints relating to their homes, such as disputes over the purchase of defective furniture, unsatisfactory workmanship done by renovation contractors or even negotiations over the commission rates for a property agent. Hence, this issue of The Consumer contains several articles that we hope will help you better understand your consumer rights in these areas. For example, you should be aware that certain types of renovation work require approvals or permits from the Housing & Development Board (HDB) or the Building and Construction Authority (BCA).

Lastly, we will continue striving to keep you up to date with current and topical consumer news and issues in Singapore. Please do carry on to give us your strong support for The Consumer magazine as well as CASE.

**Lim Biow Chuan CASE President** 

# Renovation Disputes



# in Singapore





Disputes between contractors and homeowners may arise over renovation defects and shoddy workmanship. This article provides some basic considerations behind selecting the right contractor, as well the various dispute resolution options available in a renovation dispute.

#### Things to bear in mind

#### **Choosing the right contractor**

It is advisable to choose an accredited contractor. Organisations such as CaseTrust (www.casetrust.org.sg) provide accreditation schemes to ensure the high standards and conduct of their accredited member contractors.

## Prior to commencement of renovation

Always ensure you sign a contract with your renovation contractor, and take great care to read the terms and understand your rights and obligations under the contract. Request for and keep a copy of the contract with you.

Most contractors use standard term contracts commonplace across the industry. Examples include the CASE model agreement (www.case. org.sg/consumer\_guides.aspx). Avoid signing the contractor's proprietary contract as it may be drafted unfairly in favour of the contractor.

#### **Read your renovation contract**

The contract should spell out the precise terms binding both the homeowner and the contractor. For certain types of works, you may require approvals or permits from the Housing & Development Board (HDB) or the Building and Construction Authority (BCA). The renovation contract governs the obligations of the contractor.

Prior to the commencement of the renovation works, your contractor may have made oral promises beyond the scope of the renovation contract. However, oral promises may be difficult to enforce if there is little evidence of exactly what was promised to you. If you wish to, you may request that the contractor commit the oral promise to writing.

In any case, contractors or their representatives cannot make false claims, oral or written, to mislead or misrepresent their client. If they do so, the homeowner may be entitled to bring a lawsuit against them.









#### Important contractual terms

- 1. Payment: Payment should be made progressively; do not make full payment upfront.
- 2. Commencement and completion dates and schedules.
- 3. Liquidated damages: Liquidated damages clauses state the amount of damages which a party which has breached the contract will have to pay the other party. Therefore, if the contractor breaches the contract, the homeowner may be able to claim the amount of damages stated in the liquidated damage clause instead of having to prove and quantify the exact amount of his losses first.
- 4. Variations: Without a variation clause, the homeowner may not have the power to require the contractor to alter the works, and the contractor may charge a higher price or delay completion.
- 5. Warranties: As to workmanship and the quality of materials.
- 6. Rectification of defects: Obliging the contractor to rectify defects before handover.
- 7. **Dispute resolution:** A mediation clause can oblige both parties to refer the matter to the Consumers Association of Singapore (CASE) or other neutral parties in the event of dispute.

#### **During the course of renovation**

During the course of renovation, you will want to closely supervise the works and communicate any concerns to the contractor immediately. If there are defects, gather evidence of the defects for future use. Only make the progress payments after you verify that the works are satisfactory.

#### **Changing contractors**

If you are unhappy with your current contractor and wish to engage a third-party to take over the works, you must inform your current contractor and come to a mutual compromise as to termination and payment. Subsequently, you should inform the new contractor of your requirements, apply for a new HDB permit if applicable, and change your house keys if necessary.

#### In the event of a dispute

#### Communicate with your contractor or the liable party

Read the contract to determine if the contractor has breached the relevant contractual terms. To save time and costs, any discontentment should first be communicated to the contractor or the liable party, to give that party a chance to rectify the defect and reach an amicable resolution.

#### Third-party suppliers or subcontractors

The contractor may not be liable if the defective materials are supplied by third-party suppliers sourced by you.

If the defective works are subcontracted, the main contract between you and the contractor may have laid responsibility for the acts of the subcontractor upon the main contractor. Read the terms of your contract to find out which party will be responsible for the subcontractor's acts.

#### **Lodging a complaint with the Consumers Association of Singapore (CASE)**

You may consider lodging a complaint with CASE if your matter is a consumer-to-business dispute. CASE can either correspond with the contractor on your behalf, or draft a letter to the contractor addressing your concerns.

#### Mediation at CASE or a neutral board

CASE provides an affordable mediation scheme for the benefit of consumers. If mediation is successful, a binding settlement agreement can be reached and signed by both parties. If the contractor reneges and breaches the settlement terms, you will have a cause of action against the contractor.

Be wary of acceding to mediation by certain trade associations. If these trade associations are dependent on their members for funding, their mediation panels have to be examined carefully to determine whether they are fair and unbiased.



#### Lodging a claim with the Small Claims **Tribunal**

You can lodge a claim at the Small Claims Tribunal (SCT) if the date of the cause of action was not more than a year ago and that you are claiming for a sum up to S\$10,000 (or up to S\$20,000 if the contractor consents to a SCT hearing).

The date of the cause of action refers to the date when the renovation contract was breached, or the date when renovation was to be completed but was delayed or completed in a defective manner, to name a few examples.

If your claim exceeds the prescribed limit, you may want to consider lowering your claim amount. If you do so, you cannot claim for the remainder sum thereafter.

To determine the size of your claim, you can check with another contractor to find out how much it would cost to rectify the defect.

#### Obtaining legal advice or commencing litigation

Your renovation contract may contain clauses which make mediation or arbitration compulsory. If so, you may not be able to bring a lawsuit against the contractor until you have attempted mediation or arbitration, depending on your contract's precise terms.

In any case, if you have exhausted all other options, and the quantum or type of your claim falls outside of the SCT's jurisdiction, you should consult a lawyer to obtain legal advice, and determine whether litigation is an appropriate solution to your matter.



Planning to buy, sell, or rent a property and thinking of engaging a property agent to help you with the transaction? The Council for Estate Agencies (CEA) shares <u>six steps</u> you should take when engaging a property agent:

NEED AN AGENT?

# Decide if you need a property agent

If you are familiar with property transactions, you may choose to handle yours on your own. It is not compulsory to engage a property agent for your property transaction.

However, if you are unsure about the procedures and regulations, you should engage a registered property agent to help facilitate your transaction.

# Check that your agent is registered with the CEA via its Public Register

If you decide to engage a property agent, ensure he is registered with the CEA.

All registered agents have a unique CEA registration number, e.g. R123456A. It is an offence for any individual to carry out estate agency work without a valid registration.

Check CEA's <u>Public Register</u> at www.cea.gov.sg to verify your agent's registration status before engaging him. You can also search for the particulars of a licensed property agency via the Public Register.

If you come across any unregistered property agents, you can report them to CEA at www.cea.gov.sg.





## **Negotiate your agent's** commission before he starts work

Commission rates are not fixed. There is no minimum nor maximum percentage, nor "standard market rate". Also, CEA does not provide any guidelines on commission amounts.

You are free to negotiate the amount and components of the fees and expenses, as well as the terms with the agent. Be sure to do this before your agent starts work.

You should check whether Goods and Service Tax (GST) is included. GST-registered property agencies are allowed to charge and collect GST.

After the transaction is completed, remember to pay the commission to the property agency, and not the agent himself.



## Sign two important documents with the property agency

There are two important documents for you to know about:

#### 1. CEA's prescribed estate agency agreements

An estate agency agreement is a binding contract between you and the property agency to protect the interests of both parties. The agreement stipulates the agent's duties, the agreed commission rate, and requires the agent to declare if there is any conflict of interest.



Use the agreements that can be found on <u>CEA's website</u> for the sale, purchase, and lease of residential properties in Singapore. Read through, understand, and sign the agreement before your agent starts work.

#### 2. Customer's Particulars Form

One of the first forms your agent will get you to fill is the <u>Customer's Particulars form</u>. The document is one of the measures property agents must take to prevent money laundering and counter terrorism financing in Singapore. All agents must provide the form to their clients to fill in and sign. This enables agents to verify their clients' identity and record their clients' essential particulars.

You will be required to provide basic information about yourself, and whether you are the legal owner of the property that you intend to purchase or sell. If you are not the legal owner, you will have to state the beneficial owner - the person who has ultimate interest in the property transaction, in the form.

## **Understand your agent's** responsibilities

Your agent can ONLY represent YOU in a property transaction, i.e. he cannot be appointed by both seller and buyer, or both landlord and tenant for the same transaction. He also cannot

collect commission from you and a co-broke fee from the other party's property agent in the same transaction.

He should always be professional, knowledgeable, and act in your best interests. Also, he should seek your prior consent before advertising your property, and declare any conflict of interest as well as related income or referral fees.



## Handle your own money



It is best to handle the money related to your property transaction yourself as it is illegal for your agent to handle certain ones.

For the sale and purchase of all properties in Singapore, your agent can handle valuation fees and commission. For the lease of HDB property and private properties, your agent can handle commission and stamp duty fees, and in the latter, he can also handle rental deposits, monthly rental, ad valuation fees.

In addition, do not pass any cash through your agent to the payee. Always use verifiable payment modes such as crossed cheques and bank transfers to pay the payee directly.

For more information on engaging a property agent, visit www.cea.gov.sg/happyconsumer.

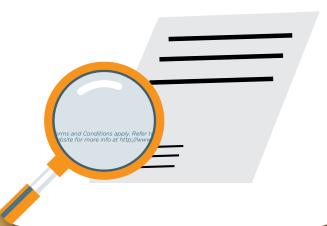
# Be a Fair Trader

## **Avoid These Common Unfair Trade Practices**

Do not excessively pressure customers to purchase goods or services



Do not hide important facts in the fine print



Do not misrepresent the quantity, price, time or reason that goods or services are on offer



Do not make false claims about goods or services



### Fair Trading, Better Business

Fair trading gives businesses the edge and builds brand loyalty. The Consumer Protection (Fair Trading) Act or CPFTA contains measures that may be taken against errant retailers who persist in unfair practices.

To find out more about the 24 unfair trade practices, visit www.cccs.gov.sg.



## Safeguard Your Family from Electrocution by Testing Your Residual Current Circuit Breaker (RCCB) Every Month



#### **How to Test Your RCCB**

#### Step 1

Push the test button on your RCCB.



#### Step 2

The circuit breaker switch will trip.

If not, contact a Licensed Electrical Worker immediately.



#### Step 3

Restore the switch to its original position.

For more consumer safety tips, visit www.enterprisesg.gov.sg

To search for a Licensed Electrical Worker, visit https://elise.ema.gov.sg/elise/LEWs.jsp







# What a Hide!

Buying a

# Leather Couch

With no regulation on what constitutes leather in Australia, your 'leather' couch may not be what you think.



Ahh, leather ... the word alone conjures up visions of luxury, sophistication and high prices, particularly if we're talking furniture. In fact, not very long ago a leather couch was likely to set the buyer back thousands of dollars, though it was also considered an investment piece that would age beautifully and last for years.

At CHOICE we've heard from unhappy consumers who've bought 'leather' couches that turned out to be more plastic than animal, while others have found their furniture peeling and cracking in a way that genuine leather shouldn't, yet still don't know exactly what they have bought. And with no national standard for leather labelling in Australia, it's not easy to know exactly what you are buying when you see the word 'leather' on a label.



## What is leather, exactly?

In a nutshell, there are three basic types of genuine leather:

- Full grain: The full hide of the animal has been used with minimal interference. It's the most durable kind of leather but also the rarest and usually the most expensive.
- **Top grain:** Top grain leather is the uppermost layer of the animal hide which has been buffed and polished.
- **Split:** Split leather is taken from the bottom of the hide; it's fairly fragile but it is the cheapest type of leather available.

**Corrected-grain** is another common description, referring to any of the above leather that has had an artificial grain applied to its surface. Any imperfections are corrected or sanded off, and an artificial grain embossed into the surface and dressed with stain or dyes.



#### Leather certification in Australia

While the UK has a leather certification and testing body, in Australia it's up to shoppers to do the hard work when buying a couch. We found several couches that were advertised as leather yet the fine print disclosed only the contact areas were actually leather, and with other retailers there was little to no information about what the various components were made of.

Paul Simmons, project co-ordinator at the Australasian Furnishing Research and Development Institute (Furntech), runs a voluntary certification scheme for leather goods in Australia. He says it's likely in many cases that while a couch may be all 'leather', it's made of differing types of leather, which can affect the quality.



#### Not quite leather

While the definitions above sound reasonably straightforward, if you go shopping for a leather couch, you might see the words 'cow hide leather', 'genuine leather', '100% leather' or even made-up names like 'bonded leather'.

None of these names really give any indication of what kind of leather is being used or if indeed it's leather at all. Bonded leather (despite the name) has more in common with synthetics and is technically not considered leather at all.

Other pieces of 'leather' furniture may have the 'contact areas' (such as the seats, arm rests, vertical seat backs and rolls) upholstered in leather, but the 'non-contact areas' (such as the outside arms and back) upholstered in a leather-like synthetic material.



## Bonded leather at Fantastic Furniture and Dare Gallery

In 2010, Fantastic Furniture was pulled up by the Australian Competition and Consumer Commission (ACCC) for "misleading or deceptive conduct" promoting its 'Eurohide' and 'Pellisima' couches as "the luxury of leather for less".

However, the couches were upholstered in 'bonded leather'. Bonded leather is made from a mish mash of plastics and bits of leather glued together. The actual leather content in bonded leather was approximately 10%.

Furniture retailer Dare Gallery was also found to have engaged in "false, misleading or deceptive conduct" by representing furniture as being 'bonded leather' on their website, where users navigated to this description by clicking on the hyperlinks 'See all leather sofas' or 'See all leather sofa suites'.

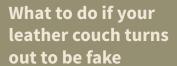
Graeme Samuel, ACCC chairman at the time, said consumers seek out and often pay a premium for leather goods. "The ACCC will not tolerate traders in the furniture or any other industry misrepresenting predominantly synthetic materials as leather. If a trader chooses to use terms like 'leather' or 'hide' to describe goods that are only partially leather then they should also clearly disclose the fact it is not wholly leather to avoid consumer confusion."

#### Leather couches that peel and sweat

CHOICE member Vicki recently contacted us because the leather couches she had bought for almost \$2,000 began to peel and flake after about five years of use. She says the material covering the armrests and back fabric looked and felt different to the seats and back cushions. When she complained to the retailer, she was offered another couch at cost price. After speaking to CHOICE Help, she was given a full refund. Vicki was told that while the original couch was actually all leather (and not part vinyl as she suspected), different types of leather of varying quality had been used all over the couch.

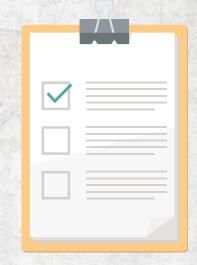
Another CHOICE member, Robert (not his real name), has been in battle with a wellknown retailer after the 'genuine leather' couch he bought started peeling after just six months. He lodged a warranty claim, but after an assessment, he was told that the problem wasn't covered by warranty because the couch had suffered from a build-up of sweat and excess body oils. He says he wiped down the couch weekly and in no way treated it differently to his other leather couch, which is in perfect condition despite being eight years old. Robert is still awaiting a repair on the newer couch and still has questions around what it's actually made of.

According to Paul Simmons, genuine leather kept under reasonable circumstances shouldn't peel. "A corrected grain or genuine leather couch should not peel in most circumstances and definitely not in that [six-month] time frame. It could only possibly happen if the tanning process was extremely poor or it's not leather."



If you've been told that your couch is leather but it becomes clear that it's actually not, you should do something about it.

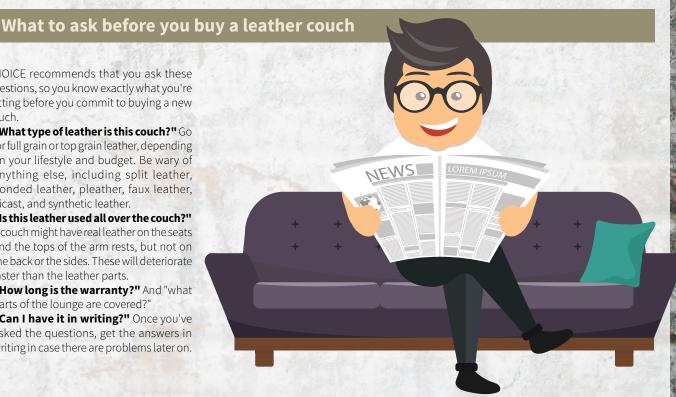
- Go back to the business and tell them you don't think the lounge is leather. Show photos if you can.
- · You may have a right to a refund or a replacement, depending on the extent of the problem.
- If the business won't help, you can contact your local consumer body for advice and assistance.





CHOICE recommends that you ask these questions, so you know exactly what you're getting before you commit to buying a new

- · "What type of leather is this couch?" Go for full grain or top grain leather, depending on your lifestyle and budget. Be wary of anything else, including split leather, bonded leather, pleather, faux leather, bicast, and synthetic leather.
- "Is this leather used all over the couch?" A couch might have real leather on the seats and the tops of the arm rests, but not on the back or the sides. These will deteriorate faster than the leather parts.
- · "How long is the warranty?" And "what parts of the lounge are covered?"
- · "Can I have it in writing?" Once you've asked the questions, get the answers in writing in case there are problems later on.

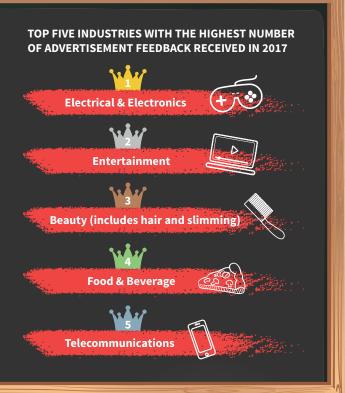


# In A Nutshell

## Did you know?



The Advertising Standards Authority of Singapore (ASAS) is an advisory council to the Consumers Association of Singapore (CASE). It was set up in 1976 to promote ethical advertising in Singapore and handles consumer and business feedback about questionable advertising practices in all media.





#### **ELECTRICAL & ELECTRONICS**

ASAS received 29 feedback on advertisements for electrical and electronic products in 2017. For example, consumers feedback that the advertised prices for electrical and electronic products in tradeshow flyers were ambiguous. The electrical and electronic retailers concerned have since amended their advertisements to make the price and product claims in the flyers clearer.



#### **ENTERTAINMENT**

ASAS received 26 feedback on advertisements by entertainment establishments in 2017. For example, consumers feedback that some advertisements for Halloween-themed events depicted self-harm and were distasteful. ASAS informed the advertiser that it had breached the SCAP guidelines on violence and influence on children and young people. The advertiser agreed to take ASAS's feedback into consideration for future Halloween events.

ASAS regulates the advertising industry through the Singapore Code of Advertising Practice (SCAP).

The basic premise of the SCAP is that all advertisements should be legal, decent, honest and truthful.

More information on the SCAP can be found at: https://asas.org.sg/code.



#### **CONTACT US**

#### Advertising Standards Authority of Singapore (ASAS)

c/o Consumers Association of Singapore 170 Ghim Moh Road #05-01 Ulu Pandan Community Building Singapore 279621 Tel: 6461 1888 | Fax: 6467 9055 Website: www.asas.org.sg | Email: asas@case.org.sg



entirely up to you and your renovation needs. However, it is important to understand the two professions before you make a decision. Here are some tips on who By: Britina Tan you should pick and why.

#### **Interior Designer**

Interior designers are the artistic professionals who will combine their creativity, and design and marketing skills to bring about attractive designs for your home. They are the project managers too since they will oversee the whole renovation project and advise you on a suitable design theme for your home. 3D drawings will also be rendered to help you visualise the proposed concept.



#### **Renovation Contractor**

On the other hand, renovation contractors usually only execute the renovation works requested by the home owners and do not offer much design advice. Thus, the home owners need to be clear on the renovations to be done or the final look for their home. Depending on your requirements, the renovation contractor may hire sub-contractors such as electricians, plumbers, and painters to carry out the works.



#### Plan

If you already have specific ideas on what you intend to do with the space in your home, a renovation contractor may be the person to engage as long as your instructions are clear. However, if you would like to bounce your ideas off someone, interior designers will be a better bet since they can offer suggestions on the design concept that fits your lifestyle. They can also help you with decoration and the finishing touches so that a clear theme resonates throughout your home.



#### **Time**

If you do not have time to manage vendors or suppliers, you can rely on the services of the interior designer. They are the main touch point for your renovation project, and will manage your entire renovation timeline.

If you are engaging renovation contractors, you will need to plan the different timelines and processes. Different renovation contractors specialise in different areas, and they do not have an overview of your entire renovation process. As such, you will need to be familiar with the sequence of works so that you will not end up spending more money to rework the renovations with the individual renovation contractor. For example, carpentry works can only commence after wiring and piping are done.



#### **Budget**

Interior designers usually charge for their design/ consultancy services as well as the works done. They will work with you to translate your ideas into a unified look for your home. This also includes sourcing for suitable materials and the furnishing required for the design concept.

On the other hand, renovation contractors will charge for the works that have been done and the materials used. However, if you require different types of renovation works to be done - you might need to source for more than one renovation contractor.



#### **Renovation Contractor or Interior Designer?**

If you place priority on design and service, and may not have the time to manage the renovations, an interior designer would be a good bet. However, if you are working with a tight budget, a renovation contractor would work as well if the works are simple to execute, but you would need to have the time to monitor the work progress yourself. Whoever you choose to engage, HDB flat owners must make sure that the company is listed on the HDB InfoWEB. The list of renovation contractors and/or interior designers can be found at HDB InfoWEB > Residential > Living in an HDB Flat > Renovation > Looking for Renovation Contractors.





Do you have any questions on renovating your HDB flat? Send them to us at mynicehome@mailbox.hdb.gov.sg. Visit www.mynicehome.sg or like us on Facebook (@mynicehome) for more HDB home-related content.







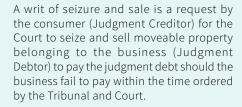
a Judgment



You won your case and obtained a Judgement or Order from the Tribunal in your favour. To your dismay, the business refuses to pay you the monies owed. What do you do next?

There are two commonly used methods under the laws of Singapore, in which you can enforce the judgement -1) Writ of Seizure and Sale; and 2) Garnishee Proceedings.





Before proceeding with a WSS, you should consider:

- · The creditworthiness of the business. E.g. the business may have a low paid-up capital (i.e. \$2 dollar company)
- · Whether there are other enforcement actions pending against the business

These are some indications that the business may not have assets that are worth seizing.

However, where the business is owned by a sole proprietor (as opposed to incorporation under a limited liability structure), the creditworthiness of the individual owner (i.e. the assets of the individual) can also provide an additional route for enforcing your judgment. The same is not applicable where the business is incorporated under a company structure (i.e. limited liability) as generally, shareholders and directors of the company are not personally liable for any debts that the company incur.



#### Procedure for a WSS

File the writ of seizure and sale (WSS) at the LawNet & CrimsonLogic Service Bureau or with your lawyer.

An Appointment Letter will be sent to you on the date fixed for execution within three weeks.

The Authorised Bailiff will enter the business's premises and seize their items and mark them accordingly. You or your representative would need to be present.

The business settles all sums owing to you within 7 days.

Items are returned back to the business. The business fails to settle all sums owing to you within 7 days.

You may proceed to hire an auctioneer to conduct an auction sale of the seized items and pay the applicable fees.

Any expenses incurred in relation to the WSS may be recovered if the proceeds from the auction sale are sufficient to cover the judgement debt and the expenses incurred. Any shortfall will be deducted from your deposit with the Bailiff's office.

To apply for a WSS, you must either engage a lawyer or file the necessary documents from one of the two CrimsonLogic Service Bureau located in the Supreme Court or near the State Courts.

If your documents are in order, the Bailiff will inform you by way of an Appointment Letter of the date fixed for execution. (You will need to be present on the date or appoint a representative to attend on your behalf.)

On the day of execution, the bailiff will enter the business's premise and may seize any items identified by you or your representative by marking them accordingly. If the premises are locked, the bailiff may as its discretion require you to engage the services of a locksmith at your cost. In practice,

The business then has seven days to settle all sums owing. If the business fails to do so, the consumer may proceed with an auction sale of the seized items. Further fees are required to cover the expenses of the auctioneer. A valuation report of all the seized items may also be required.

this is only done at the second attempt of execution.

After the entire process, any expenses incurred in relation to the WSS may be recovered if the execution is successful (i.e. the proceeds from the sale of the seized items are sufficient to cover any amounts owing to you and the expenses incurred). Any shortfall however will be deducted from your deposit with the bailiff's office.

There is no guarantee that a WSS will be successfully executed and that you will recover the amount owing to you and the expenses you have incurred in the execution.

#### **2** Garnishee Proceedings

A garnishee is someone who owes the business (i.e. Judgment Debtor) monies. Where the consumer (i.e. the Judgment Creditor) garnishes the debt, the garnishee must pay money owed to the consumer instead of the business.

You must apply for a provisional garnishee order, which may be filed ex-parte (with no other parties involved).

The garnishee and the business (Judgement Debtor) will receive an order to show cause.

The garnishee confirms that there are monies due to the business.

The Court makes an Order for the garnishee to pay you instead of the business.

Broadly, the consumer must first apply for a provisional garnishee order which is to be filed ex-parte (with no other parties involved). Subsequently, at the show cause proceedings, if the garnishee confirms that there are monies due and owing to the Judgment Debtor, the Registrar hearing the matter may make a final garnishee order and the garnishee must pay the consumer instead of the business.

There are several instances where a business may be owed monies. One example is where a business has monies in a bank. Under the law, there is a creditor-debtor relationship between the bank and the business (i.e. the business is owed the sum of monies that it had previously deposited in the bank). Consumers however cannot garnish monies contained in an overdraft account as those are monies by the business to the bank. Another example is where the business renders services to another

consumer and the consumer agrees to pay in credit terms. Again, a creditor-debtor relationship exists between the parties.

Readers are advised to refer to the Singapore State Courts' website (https:// www.statecourts.gov.sg/) for further details and procedures of the two proceedings above. For further advice or assistance in enforcing your Order or Judgement, please consult a lawyer.





# Consumer Happenings

Consumers were educated on the importance of sending pre-owned cars for evaluation before purchase at the CASE "Motoring & You" Roadshow 2018.









CASE shared tips to consumers on how to safeguard their prepayments at the Cybercrime and Anti-Scam Campaign Roadshow 2018.

# Issues & Solutions



#### **Dear CASE**

I am planning to engage a renovation contractor to renovate my new flat. However, I read in the news that many contractors fail to complete the renovation works and become uncontactable afterwards. I am afraid that my contractor will do the same. What can I do?

#### Δ

#### Dear A,

It is often difficult and time-consuming to seek recourse when the renovation contractor becomes uncontactable. To reduce the occurrence of such incidents, it is always important to do your own research on the contractor to have a better understanding of their reliability and reputation. For example, you may wish to look for past customers and enquire about the service standards of the contractor.

It is also important to source for different quotations from different renovation contractors so that you will have a better idea of the industry rates. Do note that negotiating for progressive payment will help you to reduce your losses if something goes wrong.

Lastly, do consider engaging a CaseTrust-RCMA accredited contractor (www.casetrust.org.sg) for your renovation. These companies are required to protect consumers' deposit payment against business closure through a deposit performance bond.

#### We want to hear from you!

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



#### **Dear CASE**

Recently, I purchased a storage water heater for \$200. The salesperson informed me to keep the receipt in the event of any defects. I was not provided with any warranty card at the point of purchase. A few days ago, the water heater failed to heat up hot water. I contacted the company and reported the defect. However, the company requested for the warranty card in order to provide me with a new replacement. What can I do?

#### В

#### Dear B.

You can seek recourse for the defective water heater bought under the Lemon Law.

The Lemon Law provides remedies for consumers against goods that are not of satisfactory quality or standards. If a defect is found within six months of delivery, it is presumed that the defect existed at the time of delivery, unless the business can prove otherwise.

Under the Law, retailers are obligated to repair or replace the defective item within a reasonable period of time; failing which, they are to give a reduction in price or refund for the defective product.

The Lemon Law applies even if businesses do not explicitly provide warranties for the goods they sell and consumers are still eligible for protection under the Lemon Law provisions.



# My Experience as Consumer Relations B Tear

Since July 2011, CASE has been appointed by the Singapore Tourism Board (STB) to co-administer consumer-related complaints by tourists.

When I first joined CASE as a Consumer Relations Officer handling walk-in and online local complaints, it was really an eye opener and a whole new experience.

Being a CASE officer is not your typical customer service counter job. The emotions involved in every conversation ranging from anguish to anger to disappointment is not something anyone can handle easily. This is especially so if the amount in dispute is not a small sum.

Having been transferred to the CASE-Singapore Tourism Board (STB) team to handle tourist cases about a year later, the challenges faced were different from that of local consumers. Cases received were mostly routed in through a linked system from Singapore Tourism Board and we also receive walk-ins occasionally.

Naturally, most tourists are not familiar with Singapore's consumer laws as such laws vary between different countries. From the past cases that I have handled, I noticed that a high number are typically disputes involving pricing. For example, a tourist

visited a camera shop and agreed to the purchase but he or she subsequently found out that a neighbouring shop within the same vicinity was selling at a cheaper price.

On the contrary, the issue on pricing is not often received when it comes to local complaints. I realised that local consumers who are intending to purchase big ticket items such as electronics or household appliances will most likely have done some research to ensure they buy them at the lowest price available.

The challenging factor is that disputes involving pricing can be subjective and may not have breached the Consumer Protection Fair Trading Act or the general contract law. Therefore, officers are required to be tactful and resourceful in handling such complaints.

We will usually try and obtain the official listed retail pricings of the item and compare the price difference with the actual purchase price. Naturally, most businesses will do a mark-up on the selling prices at their storefront. Should the mark-up appear to be higher than the expected market pricings or listed retail pricings, we will negotiate with the businesses for a reasonable refund.

There was one particular tourist case I handled, which I felt was a challenging and 'memorable' one. Let's call him Mr D\* and here goes the story:

Mr D booked an airline ticket online to travel from Phuket to Singapore. Based on his computer settings, his name was automatically filled in on the booking form. Subsequently, Mr D told me that he was going to check-in online but was informed by the airline's customer service to purchase a new ticket because the name in the online booking did not match the name on his passport. It was only then did he realise that his middle name was not included in the original booking. The airline rejected his appeal for a name change at no cost.

I told him that there is no actual breach of contract by the airline under this circumstance, but I would try my best to assist him to appeal to the airline for a full refund. This was when Mr D got extremely furious and accused me of conspiring with the airline and not protecting consumers' interests. Not only did he raise his voice at me, he slammed the table so hard that the entire office's attention was on us.

Mr D kept insisting that he wanted to sue the airline and to do it fast, so I suggested



<sup>\*</sup> Please note that consumers' names in this article have been changed to protect their privacy.



that he could approach the Small Claims Tribunals (SCT) directly and possibly have the matter concluded within two to three days. However, he refused to fill in the SCT forms and insisted that I do it for him instead. Mr D kept on hurling vulgarities and accusing me of conspiring with the airline. I remained calm and did not raise my voice. I clearly informed him of the available options he could take and asked him for his decision. Ultimately, he agreed to let me contact the airline first to negotiate after he calmed down.

Sometime later, I found out from the airline that their staff did not ask him to purchase a new ticket at all. In fact, despite the missing middle name, the airline's check-in agent at Phuket had accepted Mr D's online booking after matching his passport details against his travel history with the airline.

I spoke with the representative from the airline and managed to negotiate for an amicable settlement. The airline agreed to provide a full in-kind refund of a travel voucher for Mr D.

In addition, their representative also made a special exception for Mr D by informing the airport staff to allow Mr D to board the airplane even with an incorrect name for his return flight ticket from Singapore, so that he did not have to pay a fee for the name change.

Separately, there was another walk-in tourist case which had me feeling angry and at the same time sympathetic towards the tourist. Let's call the consumer, Ms  $\mathsf{G}^\star$ 

Ms G visited a shopping mall in Singapore. At the mall, she was approached by a beautician who was soliciting some facial treatments. The beautician told her that it would only cost \$5 to remove the moles on her face. After much persuasion, Ms G agreed to the mole removal treatment.

The beautician immediately started placing dots of ointment on the blemishes on Ms G's face and neck followed by a tiny piece of cellophane on each dot. After an hour, the beautician proceeded to laser each dot. This was all done without any explanation whatsoever.

When the beautician completed the treatment, the total bill was a shocking \$750 as compared to the early estimate of \$5. It was only then did Ms G realise that the treatment cost \$5 per mole and not \$5 in total!

Ms G ended up paying \$750 in total but the nightmare had only just begun. The next day, there was a bad reaction to her face, hence Ms G visited a dermatologist, who agreed that the rash was due to the mole removal treatment. She went back to the beautician, but was turned away. Thus, Ms G approached CASE for assistance.

I was very determined to ensure that Ms G was able to get back some compensation for her unfortunate experience. I requested for her to send me some photos of her face before the treatment and at the same time took photos of her face at my office counter so that the difference could be clearly depicted in hard evidence.

When I contacted the salon, their staff immediately denied pressuring Ms G to take up the treatment and explained that the 'bad reaction' was temporary and would

go away within a month or so. However, when Ms G returned to her home country and visited another doctor, she was told her skin condition would probably take several months to resolve.

The salon continued to remain firm with their 'no refund' position and the case ended up at SCT for the Referee to make a judgement. The before and after photos we presented at the trial together with the medical notes provided by the doctor clearly showed that the treatment did not improve her blemishes, but worsened Ms G's skin condition instead. I was very pleased by the Referee's decision to award a full refund to Ms G.

From this experience, I would like to share that the Court's decision is mainly based on proper documentation and explanation of the evidences at hand. If I did not present the before and after photos of Ms G's face, this case may have been easily dismissed by the Referee.

Few people are aware that CASE's assistance towards tourists go beyond just negotiation. If there is no settlement offer provided by the business, CASE can represent the tourist (not being resident in Singapore and unable to remain in Singapore) to try the case at SCT and get a judiciary judgment to finalise the matter.

To sum up, I believe that officers should maintain a neutral position when negotiating with businesses. Instead of assuming or making a personal judgment that the fault lies with either party, officers should base their negotiations on the factual information received and whether the company breached any section of Consumer Protection (Fair Trading) Act.



# unsafe sun protection



According to the Meteorological Service Singapore (MSS), Singapore was exposed to extreme ultraviolet (UV) levels on 19 February 2018, with the highest one-hour average UV index of 15 recorded at 1pm and 2pm that day. Data from the National Environment Agency (NEA) also shows that on the average, Singapore experiences high levels of UV radiation all year.

With such a climate here, it is no wonder that the use of sunscreens has been on the rise, due to increasing awareness among consumers on the harmful effects of UV rays and the importance of using sun protection.

But, before you dash into the stores to get the next bottle of sunscreen, read on.



#### **Background**

To achieve the intended effects of sun protection, sunscreens in the market generally contain substances known as UV filters. Some UV filters have been associated with allergic skin reactions.

As the Consumers Association of Singapore (CASE) was concerned about the impact of UV filters on consumers, a test was commissioned in September 2017 to find out if the concentrations of these substances in sunscreens were within the permissible limits.

#### **The ASEAN Cosmetic Directive**

The ASEAN Cosmetic Directive, administered by the Health Sciences Authority (HSA) in Singapore, stipulates a list of permitted UV filters which sunscreens may contain and their maximum permitted concentrations.

#### **Test Scope and Methodology**

Twenty samples for the test were selected by random sampling, with samples purchased from departmental stores, beauty and pharmaceutical stores, and online shopping platforms. The samples were fully paid for by CASE, so we remain 100% independent in reporting the test results.

Homosalate, oxybenzone and octocrylene were selected as substances to test for because they are common UV filters used by the industry. The permitted concentrations for these substances are capped at 10%.

The test was conducted using high-performance liquid chromatography with a diode-array detector, referenced against BS EN 16344.

#### **Test Results**

According to the test results released in November 2017, homosalate, oxybenzone or octocrylene was not detected in 10 samples. For the other 10 samples, the concentrations of the three substances were within the permitted concentrations of 10% stipulated in the ASEAN Cosmetic Directive.

The test results suggest that despite the presence of UV filters as ingredients in sunscreens, the amounts of such substances (if any) are generally within the safety threshold for consumer use.

#### **Consumer Advice**

In general, consumers should note the following:

- Purchase sunscreens from reliable and reputable sources, and refrain from buying questionable sources, where little or no information on the manufacturer and/or product is provided.
- Be vigilant when purchasing products from online shopping platforms, as some of the products sold there may not satisfy local safety requirements.
- Follow the instructions for use printed on the product packaging, as the composition of each product is different.
- When using the product for the first time, check for allergic reactions by applying the product on a small area on the skin.
- In the event of any adverse reaction after using a product, stop using it immediately and seek medical attention.





#### LIST OF SUNSCREEN SAMPLES AND TEST RESULTS





					<b>*</b>	3
S/No	Name	Distributed By	Manufactured By	Homosalate (% w/w)	Oxybenzone (% w/w)	Octocrylene (as free acid) (% w/w)
S01	Alba Botanica Hawaiian Sunscreen Aloe Vera SPF30 Broad Spectrum 113g	~ .	The Hain Celestial Group, Inc Lake Success, NY 11042 Product of USA	7.52	Not Detected	5.23
S02	Anessa Perfect UV Sunscreen Aqua Booster SPF50+ PA++++ 60ml	Shiseido Singapore Co (Pte) Ltd 180 Clemenceau Avenue #04-04 Haw Par Centre Singapore 239922	Made in Japan	Not Detected	Not Detected	1.87
S03	Atomy Sunscreen SPF50+ PA+++ 60ml	-	www.atomy.kr	Not Detected	Not Detected	Not Detected
S04	Babo Botanicals Clear Zinc Sunscreen SPF30 89ml	Babo Botanicals, LLC 14 Harwood Court Scarsdale, NY 10583	Made in the USA	Not Detected	Not Detected	Not Detected
S05	Banana Boat Kids Sunscreen Lotion SPF50+ PA++++ 90ml	DKSH Singapore Pte Ltd 24 Penjuru Road #03-02 CWT Commodity Hub Singapore 609128	Playtex Manufacturing, Inc.	4.78	Not Detected	1.15
S06	BioNike Defence Sun Pro-Repair Complex Dry Touch 50+ 50ml	Xiao Yuan Marketing Pte Ltd 94 Kaki Bukit Industrial Terrace Singapore 416172	ICIM International Via Peloritana, 28 - Garbagnate Milano BioNike France - Paris Made in Italy www.bionike.it	Not Detected	Not Detected	Not Detected
S07	Biore UV Perfect Milk SPF50+ PA++++ 40ml*	Kao Singapore Pte Ltd 83 Clemenceau Avenue #16-08 UE Square Singapore 239920	Made in Japan	Not Detected Not Detected	Not Detected Not Detected	Not Detected Not Detected
S08	CeraVe Sunscreen Broad Spectrum SPF50 56g	Valeant Consumer Products A division of Valeant Pharmaceuticals North America LLC		Not Detected	Not Detected	Not Detected
		D.Y.O.N International Pte Ltd 32 Kallang Pudding Road #01-03 Elite Industrual Building 1 Singapore 349313	-			
S09	Cetaphil Daylong Kids SPF 50+ PA++++ 150ml	Galderma (S) Pte Ltd 1 Kim Seng Promenade #14-10 Great World City West Tower Singapore 237994	SPIRIG PHARMA AG, CH-4622 Egerkingen	Not Detected	Not Detected	Not Detected
S10	Fruit of the Earth Ultra 50 Moisturizing Lotion Sunscreen Broad Spectrum SPF 50 88ml	Alphico Marketing Pte Ltd 48 Toh Guan Road East #02-131/132 Enterprise Hub Singapore 608586	Fruit of the Earth, Inc. 3101 High River Road, Ste. 175 Fort Worth, TX 76155	8.19	4.25	0.86











Made in Taiwan

\*Samples were taken from two different batches

Note: Limit of detection for homosalate: 0.15% w/w Limit of detection for oxybenzone: 0.15% w/w Limit of detection for octocrylene (as free acid): 0.15% w/w

Disclaimer: The above test results are accurate as at 23 November 2017 and only apply to specific batches of the named products. The results cannot be extrapolated to other samples or batches or any other item of similar functionality or description. The results are for general consumer interest and should not be deemed as endorsement of any particular product. Consumers are encouraged to exercise due diligence and be vigilant in their purchase and use of such products.





## Crossword

What are the important contractual terms that you should pay attention to when you sign a renovation contract? Complete the puzzle with the hints below!

(Answers are provided at the bottom of this page. Refer to the article "Renovation Disputes in Singapore", page 2 if you need help.)





#### **ACROSS**

- \_\_ clause, the homeowner may not have the power to require the contractor to alter the works, and the contractor may charge a higher price or delay completion.
- 6. Ask about \_\_\_ \_ for workmanship and the quality of materials.
- 7. Take note of the commencement and and schedules.

#### **DOWN**

- \_\_ damages clauses state the amount of damages which a party which has breached the contract will have to pay the other party.
- 3. Ensure that the contract obliges the contractor to rectify any \_ before handover.
- 4. Payment should be made \_\_ \_; do not make full payment upfront.
- 5. Including a \_\_\_\_ \_\_\_\_ clause in the contract can oblige both parties to refer the matter to CASE or other neutral parties in the event of a dispute.





By 翁汉武 (Ong Han Boon)

新加坡的房地产市场,曾分别在1973,1981,1989,1996,2007及2013年,经历 致房价越来越高. 对一般受薪人士而言,购置房屋大概是他们一生中最昂贵的资产 与投资。一般而言, 业主购买新住宅的时候或者房屋居住一段时期,都会进行装修一番。愉快且满意的装修,是每个业主所响往的。对装修商而言,協助业主打造一间舒适、美观的家居, 也是他们专业服务的宗旨。因此促进业主与装修商 之间有効沟通是装修过程中重要的一环。



#### 明确装修的目的

众所周知,土地是不容易受风吹雨打而破坏,但是建筑 物却会阥着岁月的流逝而变得陈旧破烂。房屋需要経常 维修,并且每隔几年就要装修一番以保房屋的价值。

人们需要装修房屋,大概有以下几种不同的目的:

- 一. 为了维持房屋的良好情况。
- 二. 为了过新的生活方式的需要。
- 三. 为了提高业主的社会形象。
- 四. 为了适应家庭的新需要。
- 五. 为了提升房屋的价值。

如果装修房屋的目的是为自家住用,就要根据自己目前 以及可预见未来的生活方式,进行详细的规划。因此, 屋主如果能誏装修商了解装修的目的,将有助于为屋主 打造一个合适美丽

#### 充分了解家人的需要

充分了解每个空间的用途,可帮助设计好住屋。设计师 也许可以帮业主一把。不过,他们不见得能设计出屋主 所需要的空间。这方面,业主要充分了解自己目前的 需要以及他们所要的改变。将自己及家人的需要,经过 深思熟虑後把每个项目都写下来; 然后将装修的项目与装修商讨论。内容可以包括:

- 一. 增加房间: 比如可能会有增加家庭成员的需要。
- 二. 生活方式的改变,可能因为要转换工作岗位,或自 己将退休的需要。
- 三. 提升生活上的需要: 增加住房空间, 换新的地板、 墙壁、或新冲凉房等。
- 四. 为了出租或出售: 业主要使自己所拥有的房屋更吸引 租户或出售。一般而言经过装修的房屋都能增加房屋的出售机会,同时也会使价格比较好。



新加坡有超过日分之八十二的公民店住住建摩及展局所兴建的组屋,其中约有百分之九十五是组屋的拥有者。大部分业主对他们的家居都很重视,他们会用很长的时间,规划装修他们的房屋,以期使它成为符合家人生话的舒适家居。因此,聘用一家信誉可靠的装修商,对于组屋的拥有者是很重要的。新加坡装修同业商联会(Singapore Renovation Contractors And Material Suppliers Association, RCMA) 在确保装修行业维持高品质的服务和良好手艺扮演重要的角色。商联会每年都出版装修指南并附有被该组织认可(accredited)的装修商名单供参考。装修商可恊助业主申请装修准证,建议装修项目,选用建材并计算出装修费。

这几年随着组屋舆私人住宅的蓬勃发展,装修商如雨后春荀般纷纷成立。从业者素质参差不齐. 有关装修的投诉案件也居高不下. 有关装修的投诉案位居全国各行业排行榜上占第四位,在汔车,电器及电子,美容行业之后. 根据报道今年头七个月就有800宗装修投诉案,比2015年的1,447宗半数来的略高. 去年最终获得和解的投诉案仅有一半. 原因是装修数额高昂同时案情复什.

装修项目的预算,需要慎重的考虑各种有关问题。装修时只选择低成本装修材料,或者不求最好的但求最贵的心态是某些消费者选材的一大误区。如果只倾向于选择牌子响亮,广告出现率高的材料,而不顾及屋主的经济状况和设计风格是否适合选用这些材料,那装修的结果可能达不到所要的理想。明智之举,可以避免浪费,比如可利用绿色家居的建材以期达到环保与节省开支的目的。选用安全且环保的建材可减少环境的污染。室内装修应该要把握好所使用材料的安全。在当今的家居建材中,有些还是十分不环保的,含有对人体有害的物质,如果使用在室内装修中,与人体接触的时间久了,就可能对人体产生某种伤害。在施工日时要防止装修造成的污染,装修后要尽量多开窗口通风,保持空气的流通,以便有效的将有害気体排出屋外,净化环境。

房屋的装修是一件相当花精神的事情,装修商可協助屋 主在设计前期明确所要修装的项目,确定好装修方案。 施工过程中,难免会遇到一些特殊的施工情况。例如地 砖的并花处理,还有电路及水路的施工,都应在装修前充 分考虑并且和装修商沟通讨论,避免造成不便和纠纷。在 装修过程中,屋主最好能抽空视察装修的情况,一旦发 现装修项目与合同不符时,可以马上通知装修商加以纠 正,避免日后发生货不对办的纠纷。

#### 一劳永逸、量力而为

另者,家居装修的项目最好一次性做完。受薪阶层在家居装修时,居于经济原因,也许可以在装修时选用较为节省能源的建材,但最好不要把原本需要装修的项目留待日后再做。那些原本需要装修的项目,如果选择暂时不装修,也会对日后生活造成不便。况且个别项目不及时做完,过后再装修,由于项目少,费用很可能比较昂贵。

在现代家庭中,餐厅已成为重要的活动场所。餐厅不仅 是全家共同进餐的地方,而且也是宴请亲明好友、休 闲、娱乐的地方。餐室的装修除了依据一般设计原则, 还要考虑到实用功能和美化效果。

根据报道,2015年大约有19,306间转组屋成交。 如果以每个组屋平均装修费用约30,000元估计,那一年的总装修费用可高达5亿7千多万元之钜. 因此,大部份装修商需要依靠这个市场的工程。装修费因房屋的大小而有不同。有些富裕的业主,可能花上更多的巨款在装修房屋上,以达到焕然一新的效果。不过,比较实际可行的预算,应该是量力而为,根据自己的经济能力而装修。虽然,银行也可对装修提供贷款,但是如果开销的数额太大,借贷的款项超过自己的收入,那就成为日後的负担。房屋的价格可因装璜、楼层高低而有差别。房屋的售价最终决定于各种因素的影响。比如:房屋所处的地奌、交通是否方便、附近的设施是否完善、维修情况好坏、还有装修的实用与美观,更重要的是房屋出售时的市况等都是房屋价格高低的决定因素。

总之,业主与装修商之间如果尽力做好沟通,将有助减少装修投诉问题. 对装修商而言提供优质装修服务不但可提高商誉,也可令屋主满意,达到良好口碑的宣传効果. 有了良好的商誉,生意也将接着而来。屋主在进行装修过程中圆满愉快,最终装修好的家居合适,美观。对于业主与装修商都有利的有效沟通,应该鼓励和提倡.

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