

# JOINT ACCREDITATION SCHEME

FOR -

# DIRECT SELLING BUSINESSES

# INFORMATION & APPLICATION KIT

1 CaseTrust-DSAS Joint Accreditation Scheme for Direct Selling Businesses (Updated-20 Jan 2023)

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# Introduction

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

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 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.

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:

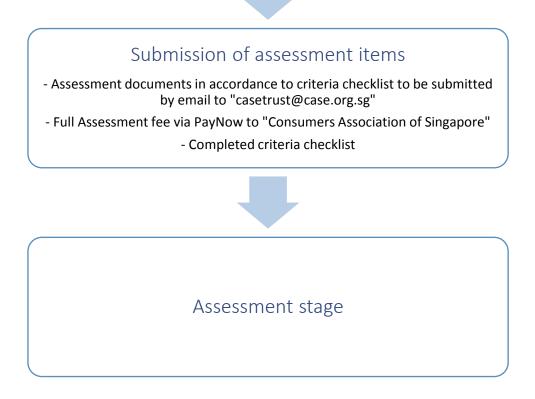
- Latest Business Profile from ACRA (within 1 week of CaseTrust application) - Completed Application form

- Application fee via PayNow to "Consumers Association of Singapore"



Successful Applicant will receive:

- Criteria Checklist



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 and Certificate Printing fee via PayNow or cheque made payable to "Consumers Association of Singapore"

Accredited

Business to collect CaseTrust Certficate and Welcome Kit

Note: It will take around 3-4 months from the date applicant commences the assessment stage (through submission of all required assessment items) to complete the accreditation assessment process.

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# CaseTrust Criteria for Direct Selling Businesses

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.	
A3	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			
Externa	External Communication		
B1	My business provides effective mode(s) of communication for customers.		
B2	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.		
Advertis	ing & 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.		
B8	My business clearly spells out details of the mechanism for any lucky draw, free gifts, complimentary merchandise, and/or contest.		

Practices & Systems		
Retailing		
C1	Deposit/Reservations	
	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.	
С3	Exchange and Refund	
	My business honours our exchange and refund policies promptly within the stipulated time frame and conditions.	
C4	<u>Delivery</u>	
	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.	
Feedbac	k Management	
С5	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.	
C8	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)

	Category 1	Category 2	Category 3
Application	S\$216	S\$216	S\$216
*Full Assessment	S\$1,296	S\$1,728	S\$2,160
**Interim Assessment	S\$648	S\$864	S\$1,080
Annual Management	S\$648	S\$1,080	S\$1,620

# **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 four (4) years.
- 3. \*\*Interim assessment (Site only) is conducted on the third (3rd) 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 3 days from the submission of assessment items.
  - c. If withdrawal request is made after 3 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.

# 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. The Applicant must not have five (5) or more complaints with breaches of the Consumer Protection Fair Trading Act (CPFTA) lodged against it, and must have a clean track record with CASE and relevant authorities (within a period of 12 months before the date of application) in order to qualify for the accreditation scheme.
- 3. Businesses with different ACRA 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
- 5. The application fee herein will not be refunded if the Applicant fails to qualify for assessment for any reason whatsoever.
- 6. If the Applicant fails the prescribed assessment conducted, the Applicant may be given a further opportunity to apply for re-assessment so long as the Applicant does not exceed 2 further assessments. All assessment fees, if any, must be paid by the Applicant.
- 7. The Applicant may ask for a review of the assessment with reasons. Upon receipt of the review fee, the Applicant's request will be considered by 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. 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.
- 10. Applicants who pass the desktop assessment but subsequently fail the site assessment are deemed to have failed the assessment.

### Accreditation Details

- 11. Accreditation for the Scheme will be for a period of 4 years, renewable subject to the assessment, investigation results, feedback from the public i.e. complaints if any, and other relevant factors. The CaseTrust department reserves the right to revoke or not renew the accreditation should businesses fail to adhere to the standards set by the CaseTrust department.
- 12. Businesses who make changes to its ownership/partnership/directorship after obtaining accreditation may be subjected to re-assessment and have to furnish CASE with a deed of assignment. This assessment shall be independent of other assessments that the business is scheduled to undertake.

### Standards

- 13. 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 businesses must be so bound by such.
- 14. Upon acceptance of accreditation, store-based retailers are required to display their policies clearly in their stores or such policies must be easily accessible to consumers. Web-based retailers are required to publish their web policies on their web sites.
- 15. 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.
- 16. Businesses must have a proper criterion to deal with complaints and a dispute resolution programme in place and, 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.
- 17. In order to uphold the standards, which may be updated from time to time, set by CaseTrust; all businesses shall adhere to the Code of Practice and abide by penalties imposed upon breach/infringement of the Code of Practice.

### **Conditions Precedent**

18. Businesses should allow CaseTrust representatives into their premises for auditing and/or investigation purposes, whether notified or not.

19. 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

- 20. The business has been made aware of the CaseTrust department's empowerment to deal with breach/infringement of the Code of Practice. Businesses who commit a breach/infringement shall be suspended, expelled or blacklisted, either singly or jointly, depending on the severity of the breach/infringement, or by any other appropriate means.
- 21. Businesses are required to undergo an interim assessment before being lifted from suspension orders.

### Termination

- 22. Upon termination and expiry of CaseTrust accreditation scheme, all CaseTrust related materials including the CaseTrust decal must be returned to CASE office within 7 days, and such materials and such decals should not be used in any manner whatsoever by the businesses before its return.
- 23. The CaseTrust department reserves the right to revoke accreditation should businesses fail to adhere to the licence agreement or breach the Terms and Conditions herein, or for whatsoever reasons, as the CaseTrust Department deems fit.

# **Application Form**

### CaseTrust accreditation scheme for Direct Selling Businesses

### Instructions

- You can submit your application online via our website <u>www.casetrust.org.sg</u> or simply by clicking <u>here</u>. **Otherwise**, you can fill in the form below and send to CaseTrust office.
- Please type or write clearly using black or blue ink.
- Where not applicable, please fill in the blanks as NA.
- Please note that blank answers may result in processing delay.
- Attach separate sheets if space provided is insufficient.
- ^ Delete where appropriate

### Particulars of your business

Name of Business:

Address (mailing):

Tel:	Fax:
Website:	Email:
ACRA Registration no.:	Date of Registration:

Has your business or any of your Directors/Partners/Owners ever been rejected, suspended or removed from any accreditation scheme, including but not limited to this Scheme? **^ YES / NO** Please provide details (attach additional sheets if necessary):

Has your business or any of your Directors/Partners/Owners ever been convicted of any criminal offence or infringed any regulatory requirements? **^ YES / NO** Please provide details (attach additional sheets if necessary):

### Optional - Only if you are engaging a consultant for CaseTrust Assessment

Name of Consultancy Business:

Name of consultant(s):

Tel:	Tel (alternative):
Fmail:	Fax:

### Contact Particulars

Name of Organisation Head: ^Dr/Mr/Mrs/Mdm/Ms

Designation of Organisation Head:

Name of Contact Person for CaseTrust: ^Dr/Mr/Mrs/Mdm/Ms

### Designation of Contact Person for CaseTrust:

Tel:	Tel (alternative):
Email:	Fax:

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Category of DSAS membership		
Category 1		
Category 2		
Category 3		
Nature of Business		
<ul> <li>Apparels</li> <li>Books, Stationery, Hobbies, Crafts</li> <li>Department Store / Supermarket</li> <li>Electrical Appliances</li> <li>Entertainment</li> <li>Finance</li> <li>Food &amp; Beverages</li> <li>Funeral</li> </ul>	<ul> <li>Furniture/furnishing</li> <li>Pets</li> <li>Pharmacy</li> <li>Sports</li> <li>Service Providers</li> <li>Type:</li> <li>Others</li> <li>please specify:</li> </ul>	
If Business is a subsidiary of a Holding (	Company	
Name of Holding Company:		
Address:		
Tel:	Tel (alternative):	
Email:	Fax:	
Declaration		
I / We declare that:		
<ul> <li>All the information given is accurate and truthful.</li> <li>I have read and understood the Information &amp; Application Kit and agree to the Terms and Conditions.</li> </ul>		
Director/Owner Signature:		
Director/Owner Name:	Designation:	
Date:		

## **CaseTrust Application Submission Checklist**

- CaseTrust Application Form / Online Submission
- **D** Latest Tax Return form B, C or C-S which was submitted to IRAS is required
- Business Profile from ACRA (within one (1) week of CaseTrust application)
- □ Application Fee of of \$216 can be made by PayNow to '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
- 3. Send a screen shot of the successful payment page via this email casetrust@case.org.sg

Please send your application documents to:

#### **CaseTrust Department**

#### **Consumers Association of Singapore**

170 Ghim Moh Road

#05-01 Ulu Pandan Community Building

Singapore 279621

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.