

The Consumer

A PUBLICATION OF THE
CONSUMERS ASSOCIATION
OF SINGAPORE

What's Inside?

**Is buying Cosmetic
Products Online Safe?**

Page 02

**The Ugly Side of the
Beauty Industry**

Page 10

**Care and Advice for
Contact Lens Wearers**

Page 20

Contents



02

01
President's Message

02 - 03
Is buying Cosmetic Products Online Safe?

04 - 06
Expiry Dates and Cosmetics

07
Protect Yourself when purchasing Spa, Wellness and Beauty Packages

08 - 09
Beauty Beware - What to look out for in Beauty and Wellness Advertisements

10 - 11
The Ugly Side of the Beauty Industry

12
In a Nutshell

13
Maintaining Long-Lasting Colour for your Hair



08

14

14 - 15
Four Mistakes to avoid when buying Hair Care Appliances

16
Consumer Happenings

17
Consumer Issues & Solutions

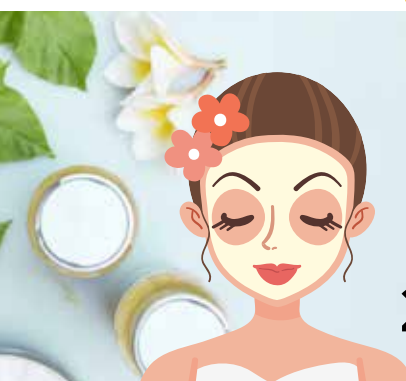
18 - 19
Care of the Skin

20 - 21
Care and Advice for Contact Lens Wearers

22 - 23
Cross-Border Purchases

23
CASE Play!

24 - 25
傻眼! 买了医美疗程
业者竟称无医师可施作



24



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President's Message



Dear readers,

The beauty industry is a billion-dollar global industry encompassing a wide range of products and services, from make-up and fragrances to teeth whitening and hair colouring services that are sold to consumers. With such strong demand and a large customer database, it is crucial to ensure that consumers' interests are protected so that they are able to shop with peace of mind.

Many beauty retailers are making extravagant marketing claims of miraculous products and treatments that purport to remove blemishes on your skin, give you smooth and lustrous-looking hair, drastically reduce your body fat percentage and more. So far, many consumers

have been willing to buy into that illusion. However, the reality is that many of these claims are exaggerated and not supported by any scientific evidence. It is thus always important for consumers to take claims in advertisements with a pinch of salt and to carry out your own research. If you come across any questionable advertisements, do report them to the Advertising Standards Authority of Singapore.

Instances of pressure sales are predominant in the beauty industry. It is common to see beauty sales promoters enticing consumers to enter the shop by offering free product samples or discounted treatment vouchers and then, refusing to allow them to leave unless they agree to buy something. Consumers must remember that they have the right to say "no" if they do not wish to buy the promoted products or services. Exerting pressure on a consumer to make a purchase is an unfair practice under the Consumer Protection (Fair Trading) Act and consumers can seek recourse under the Act.

Lastly, before buying or using any beauty products or services, consumers should do their own research on the product or service. For example, some cosmetic products may lack an expiry date on their product packaging, but just like any other item, they do degrade due to age or exposure to the environment. Under such circumstances, it is necessary for consumers to have the knowledge on how to

prevent degradation of their cosmetics as much as possible and be aware of when it is time to discard them.

An additional example would be skin care products. Basic skin care can be accomplished without using expensive products. Knowing the appropriate types of soaps, cleansers, moisturisers and sunscreens to use and understanding how the main ingredients in such products improve your skin condition, can help you to buy the right product for your needs. Ask your dermatologist or consult a skin care expert if you are unsure about which skin care products are right for you.

We hope that this issue of The Consumer helps you to address your concerns on buying beauty products and services. Happy shopping!

Lim Biow Chuan
CASE President

Is buying Cosmetic Products Online Safe?



With the growing popularity of online shopping, the Internet is fast becoming a go-to platform for buying and selling cosmetic products. In just a few clicks, you can browse through an array of cosmetic products and purchase them effortlessly on various Internet platforms, such as company-based or e-commerce websites, online pharmacies, online auction sites/classified advertisements, discussion forums, web blogs and social media platforms.

Shopping online may appear to be a convenient and cost-efficient alternative to brick-and-mortar shopping, but you may not know who the seller is or where the product is from. More importantly, is what you are buying safe to use?

From 2012 to date, the Health Sciences Authority (HSA) detected 44 cosmetic products that were adulterated with harmful ingredients sold online. These products were promoted mainly for skin whitening abilities and typically contained high levels of the toxic heavy metal, mercury, as well as potent western medicinal ingredients such as hydroquinone and tretinoin.

In the same period, HSA received two adverse event reports associated with use of cosmetic products that were bought online. In reality, the actual numbers of such cases may be higher than what was reported as there could be other unreported cases since consumers who experienced adverse effects may not realise that they were caused by these products. Furthermore, they may fail to inform their doctors that they had used these products.

Notification with HSA ≠ HSA-approved

HSA must be notified before any cosmetic product can be placed on the market so as to facilitate regulatory follow-up if safety concerns arise. Product notification is not a form of pre-market approval and should not be misconstrued as product certification or registration by HSA. There have been companies and sellers that try to mislead consumers by stating in their advertisements or labels that their cosmetic products are “approved by HSA”. Consumers need to be aware that such claims are inaccurate.

Dealers of cosmetic products have to ensure that their products comply with the requirements stipulated in the Health Products (Cosmetic Products – ASEAN Cosmetic Directive) Regulations. Under the Regulations, there are ingredients that are prohibited in the formulation of cosmetic products as well as ingredients that are only allowed to be used with certain restrictions.



How does HSA ensure the safety of cosmetic products?

HSA has in place a robust post-market surveillance system to monitor the safety of cosmetic products and to initiate timely product recalls of harmful and inferior-quality products when necessary. This includes adverse reaction monitoring and a risk-based surveillance programme which samples and tests cosmetic products in the market for potentially harmful ingredients like toxic heavy metals and prohibited medicinal ingredients.

HSA also monitors local websites and e-commerce platforms, and works with web administrators to educate sellers and remove postings of illegal health products. Any products found to be unsafe will be withdrawn from the market.

What to remember as a consumer

1 Buy from reliable and reputable sources

Exercise discretion when purchasing cosmetic products from online sources which you may not be familiar with, even if well-meaning friends or relatives have recommended them. It is best to purchase them from reliable and reputable sources, such as websites with an established retail presence.

2 Take claims with a pinch of salt

A product may promise quick and miraculous results or carry exaggerated claims like “100% safe”, “no side effects” or “fast effects”, but could be adulterated with harmful ingredients.

3 Look beyond the price

The products sold online are much cheaper and appear to be of better value than those in retail stores. However, they could contain unsafe or inferior ingredients, or could have been produced under poor manufacturing methods and stored under substandard or unhygienic conditions. They could even be counterfeits.

4 Report problems

Consult your doctor immediately if you develop side effects after using the products.

Case Studies

1

Tabita Cosmetic Products

HSA was alerted to this range of products after receiving an adverse event report of a patient who developed rashes on her face and neck, and another report of unexpected rapid whitening of the skin after using Tabita products.

Upon investigation, it was discovered that three Tabita products contained high levels of mercury, as well as potent western ingredients hydroquinone and tretinoin.

HSA has issued a press release to inform the public to stop using the product.

2

Beautiful – Cold Light Teeth Whitening Kit

It was widely promoted by social influencers and they raved that the product was highly effective.

The teeth whitening gel was found to contain 4% hydrogen peroxide. Under the Regulations, teeth whitening products containing up to 0.1% can be supplied directly to consumers. However, those which contain more than 0.1% and up to 6% of hydrogen peroxide can only be used by or supplied through registered dentists and should not be sold directly to consumers. Such products should also be labelled with the relevant warning statements, e.g. “Not for direct sale to the public. For supply only through qualified dental practitioner.”

HSA has asked the company to restrict the supply of the product to registered dentists.

3

Tati Skin Care 5 in 1 Cosmetic Set

HSA detected the ‘Tati Skin Care 5 in 1’ cosmetic set through post-market surveillance activities and alerted the public to this range of products in June and September 2017^{1,2}. The product then resurfaced online and tests showed that the ‘Therapy Cream 1’ in the set contained mercury exceeding the permissible limits by close to 50,000 times. ‘Therapy Cream 2’ in the set was tested to contain hydroquinone and tretinoin. Both are potent western ingredients that should only be used under medical supervision.

Two press releases have been issued to alert the public to the dangers of this product.

¹ http://www.hsa.gov.sg/content/hsa/en/News_Events/Press_Releases/2017/tatiskincare5in1.html

² http://www.hsa.gov.sg/content/hsa/en/News_Events/Press_Releases/2017/operationpangea2017.html



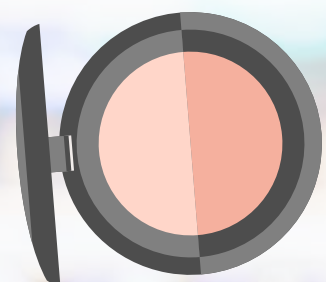


Expiry Dates and Cosmetics

Mirror, mirror on the wall, do cosmetic products expire, at all?

Is there a genuine reason why we should regularly replace old cosmetics with new ones – or could it be that manufacturers use expiry dates to keep us returning more frequently to the checkout? What are the regulations governing the inclusion of expiry dates on packaging in Australia? And what are the actual risks associated with using old cosmetics?

In this article, we also look at when, and if, you should throw your makeup and other cosmetics in the bin. If you're a keen consumer of cosmetics, you may have wondered these same things.



Regulations: expiry dates on cosmetics

Various authorities control different parts of the manufacture-to-sale process for cosmetics in Australia, but currently there's no body or legislation that calls for the legal inclusion of an expiry date on cosmetics sold here.

Ric Williams is a highly qualified formulation chemist with over 40 years of experience in cosmetic product research and development, including formulating and testing of products in the lab for some of the world's largest cosmetics companies. He says that compared to other regions, regulations around cosmetics labelling in Australia are lacking.

"The Australian Competition and Consumer Commission (ACCC) covers cosmetic claims and ingredient labelling; the state departments cover weights and measures and some transport regulations; ACCC, the Department of Fair Trading and the Australian

Securities and Investments Commission cover the requirements to provide a safe product; The National Industrial Chemicals Notification and Assessment Scheme controls the importation and use of cosmetic ingredients – but nowhere and no-one legislates for the compulsory inclusion of expiry dates on products," says Williams.

The Trade Practices (Consumer Product Information Standards) (Cosmetics) Regulations 1991 is the actual legislation governing labelling on cosmetics sold in Australia. This legislation would seem most likely to cover expiry dates, but as Williams points out, it makes no mention of any legal obligation to include an expiry date or date of manufacture on cosmetic products.

However, since Australia imports about 50% of all cosmetics sold here – and regulations are

different in regions abroad – avid label readers may well be familiar with the European norm; a date of minimum durability ("best used before the end of") or a "period after opening" to show how long the product may be kept or used. Depicted as a small graphic of a cream pot with a number beside/inside it, the number signifies the manufacturer's advice about how many months the product is good for after opening.

So what does it mean? If cosmetic products sold in Australia are not obliged to carry an expiry date, can we assume that first, regulators believe that cosmetics are safe for use indefinitely and second, there is no risk attached to using old products? And what about potency and effectiveness, do those things diminish over time?

The science behind cosmetics and expiry dates

We should fully expect that most cosmetics will expire over time, but at very different rates, says Williams, who advises that ultimately, shelf life is determined from many factors aside from preservatives. Other considerations include incompatibilities between ingredients, antioxidants, pH levels, packaging and the storage environment.

"Products likely to expire more quickly are those with 'natural' or 'organic' materials in higher levels. Emulsion products like

creams (also cream foundations), lotions and moisturisers are likely to expire more quickly than oil, alcohol or wax-based products. Products in pump bottles are likely to last longer than jars into which you dip fingers – exposure to bacteria and oxygen is greater in jars.

"Cheaper products may expire more quickly, if for example, they are poorly formulated without stabilisers, or have not been checked for stability. Products least likely to expire

are those with wax or alcohol, or those in aerosol cans. Powder products like compacts, bronzing powders or blush will also have better longevity."

To know if the product has gone bad, look for obvious changes. "Changes to colour, consistency, appearance, odour or separation are all good indicators. Sometimes it can be faint, like a change in colour just around the surface – although slight, this could be an early indicator," says Williams.

Shelf life

Williams advises that most products will degrade at some point due to age and environment, including exposure to oxygen, moisture, bacteria, heat and light. Poor or damaged packaging may accelerate degradation, but overall it is best to remember that most products have a physical expiry date, whether stated or not.

Generally, as a very safe estimate, Williams recommends that we discard any unopened products after three years and any opened products after six months.



Cosmetic Product Expiry Guide

The best practice is to store cosmetics in a cool, dry and dark place. The fridge is possible but would not work for all products as some

components may crystallise from the cold. The bathroom windowsill is the worst place to store cosmetics and even the bathroom itself

is unwise due to temperature and moisture concerns.

Aerosol products: Opened or unopened, two years. Aerosol packaging will most likely protect product from contamination.

Antibacterial products: Open or unopened, three years. Like antiperspirants, antibacterial products are generally self-preserving.

Antiperspirants: Opened or unopened, three years. Antiperspirants are also generally self-preserving.

Deodorants: May or may not have antibacterial properties. Those that do not (e.g. those based on fragrance to overpower odours) – Unopened, three years. Opened, six months.

Depilatory cream: Three years. The pH of the product will most likely prevent contamination.

Eyeliners and pencils: Pencil eyeliners are a wax-based product and should have no bacterial contamination but keeping them sharpened will help to keep them clean.

Face and body moisturisers: Unopened, three years. Opened, six months.

Hairstyling products: Three to five years. Most use alcohol in the formulation, which acts as a preservative. If non-aerosol and no alcohol is listed on the label, then treat it as shampoo (see below).

Lipstick and gloss: Unopened, five years. Opened, 12 months.

Makeup foundation: Unopened, three years. Opened, six months.

Mascara and liquid eyeliner (brush in vial): Unopened, three years. Opened, three months.

Nail polish: Unopened, three years. Opened, six months.

Nail polish remover: Useable indefinitely.

Oils and serums: Unopened, three years. Opened, six months.

Perfumes and aftershaves: Unopened, five years. Opened, 12 months, for best composition. For best longevity, keep them in a cool place away from bright, direct light.

Self-tanning lotions: Unopened, three years. Opened, six months.

Shampoo, conditioner and shower gel: Unopened, three years. Opened, six months.

Sunscreens: Unopened, three years. Opened, six months. In Australia, sunscreen is classified as a therapeutic good and is therefore regulated by the Therapeutic Goods Administration, a subsidiary of the Federal Department of Health. Sunscreens are regulated with proven stability as a requirement, hence sunscreens (like other therapeutic goods) must legally include a tested and proven expiry date.

The risks of using old cosmetics

It is difficult to estimate how many people per year seek medical treatment as a result of using old or expired products but in 2014, cosmetics were found to be the source of approximately 30% of total injury reports received by the ACCC.

Dr Jeremy Cumpston, director of Ageless Clinics, is a Sydney General Practitioner with a special interest in skincare. He says that using expired products can potentially pose a risk.

"Risks associated with using expired cosmetics depend on how badly the product

has turned," says Cumpston. "In the best case, expired cosmetics will just stop doing what they are designed to do. In the extreme, expired cosmetics can result in skin irritation, dermatitis, allergic reactions and infection."

If in doubt, throw it out

Consumers should be aware that due to a lack of legislation, there is no obligation to include an expiry date on cosmetics sold in Australia. Some products may carry an expiry date – especially those made for sale in international markets.

Therefore, consumers should expect that most cosmetics will expire. Some warning signs include changes to things like smell, consistency, colour or composition. Cosmetics that have been poorly stored – for example, exposed to bright sunlight, extreme temperatures or opened and examined by consumers prior to sale may deteriorate more

quickly. On the flip side, products stored in ideal conditions may be perfectly usable for years, depending on the product.

Stay vigilant and watch for signs of deterioration and remember the old adage – if in doubt – throw it out.

4 SIMPLE TIPS TO PROTECT YOURSELF

when purchasing spa, wellness and beauty packages

Look out for the CaseTrust mark

CaseTrust accredited spa, wellness and beauty businesses are certified to have consumer-friendly practices.



The CaseTrust mark can usually be found at the store entrance or reception counter.

Ask for a Certificate of Insurance or EZ-Link Trust Card when making your purchase



The Certificate of Insurance is issued by all CaseTrust accredited spa, wellness and beauty businesses (so long as they have been approved to collect any form of prepayment) and compensates customers in the event of a business closure.



Another form of protection against sudden closure is the EZ-Link Trust Card, which is a stored value card issued by CaseTrust accredited spa, wellness and beauty businesses. You can also request for a refund of the unused prepaid value in your card (subjected to the business' agreement) for a non-closure case.

Keep all documents and ensure they are accurate

Do not discard documents from these businesses until you have fully utilised the product, service or prepaid value and check for accuracy. This will ensure you stay protected after the time of purchase.



Report offending merchants

Using aggressive sales tactics to coerce you into entering a contract is a breach of the Consumer Protection (Fair Trading) Act. You can report such merchants to the Consumers Association of Singapore (CASE) at 6100 0315 or www.case.org.sg.



It is also illegal for merchants to hold you against your will. You can call the police at 999 on the spot or after you leave the premises.



To find out more about the Consumer Protection (Fair Trading) Act (CPFTA), visit www.cccs.gov.sg

Beauty Beware

What to look out for in Beauty and Wellness Advertisements



With the advent of the Internet and saturation of the beauty and wellness industry, advertisers are constantly thinking of new ways to break through the media clutter to deliver their advertising messages to consumers. However, consumers have the right to receive honest and truthful messages about products and services.

Here are **three fundamental tips** of what you should look out for to protect yourself from falling victim to questionable advertising practices.

100% money back guarantee

Full of antioxidants to cure cancer

No more wrinkles after just one treatment

Enjoy the first trial session of XYZ Miracle Treatment at just \$1.00* (Usual Price: \$2,988.00)

Stay Healthy With
XYZ Miracle Treatment Today!

Singapore's No. 1 Best-Selling Treatment

* Limited to the first three customers daily who sign up for a 12-month membership with XYZ Pte Ltd

RELAX BEAUTY HEALTH



Look out for exaggerated claims

Advertisers should not mislead consumers by exaggerating the capability or performance of their product or service. However, unethical advertisers may abuse the trust of consumers and prey on their insecurities and fears by using exaggerated claims that may not be supported by scientific evidence.

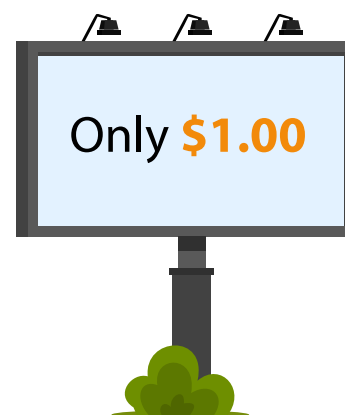
When you come across an advertisement that promises fast and effective solutions to serious problems, do not act on impulse, but instead take your time to assess these claims. At best, the product or service may be ineffective and does not live up to its claims. At worst, it may cause other harmful side effects that were not identified or disclosed in the advertisement.



Make sure the pricing is clear

When a product or service is illustrated and a price quoted in conjunction with the illustration, the advertiser should ensure that what is illustrated can be purchased at the price shown. It is a big red flag if the illustration and price do not match up. If there is more than one product or service featured in the advertisement, the advertiser should make it clear which product or service the advertised price refers to.

Look out for any information that indicates that the advertiser may change the price, as this could mean an increase in the final amount that appears on your bill. Advertisers may implement extra charges to lure inattentive consumers into paying additional fees on a product or service that was advertised at a low price. This allows them to continue to make a profit without raising the price of the item. When in doubt, ask the advertiser or salesperson whether there are any extra charges and know how you can avoid them.



Pay attention to Terms & Conditions

Watch out for any hidden information, such as exclusion and limitation clauses, as these serve to limit the liability of the advertiser. Such information is usually listed in fine print under the Terms & Conditions. Be wary when you see symbols next to a marketing claim, such as the asterisk (*) and dagger (†), as you may end up with the short end of the stick if you do not read the corresponding fine print carefully.

It is common for advertisements to have certain Terms & Conditions. However, the Terms & Conditions must not contradict the information stated in the rest of the advertisement. For example, an advertisement that states that a product is “free” but the Terms & Conditions indicate that consumers must pay a sum of money to redeem said product should set alarm bells ringing.



Support good advertising practices

All advertisements in Singapore are required to comply with the **Singapore Code of Advertising Practice (SCAP)**. The four basic principles of SCAP is that all advertisements should be legal, decent, honest and truthful.

Hence, if you come across any questionable advertisements or advertising practices, please submit your feedback to ASAS with the following information:

- Information about the advertisement, including where and when you came across it;
- Reasons on why you object to or were offended by the advertisement;
- A clear copy of the advertisement, if possible; and
- A screenshot of relevant supporting documents (e.g. receipts).


By learning to spot the tell-tale signs of questionable advertising, you can protect yourselves as consumers and be able to shop with peace of mind.

CONTACT US



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The Ugly Side of the Beauty Industry

After trying out all means of losing weight, from a low-carbohydrate diet to going to the gym regularly but seeing little results, Eliza* eventually resorted to signing up for a free slimming trial after coming across an advertisement in a magazine. The advertisement promised that the treatment was guaranteed to burn off excess body fat and would provide visible results in just one session.

She called the slimming salon and set up an appointment for the free trial. The visit ended with her being pressured to sign up for a \$5,000 slimming package after hours of hard sell by the consultant, who refused to let her leave until she signed on the dotted line.

“It was a nightmare. I was in the treatment room with just a bath towel covering me. The consultant, together with two other staff took turns to promote the slimming package, emphasising how fat I was and claiming that better results would be guaranteed if I took up the slimming package. The more I resisted, the more aggressive their sales talk became. I was feeling so vulnerable being half-naked and feeling self-conscious about my body that

I eventually succumbed to the pressure and agreed to take up that package,” said Eliza, when she sought help from the Consumers Association of Singapore (CASE).

Her story is not rare – she was one of the lucky ones who managed to get her money back eventually. But what of the thousands of other consumers who were not so fortunate?

The beauty industry is worth billions of dollars with tons of beauty products and services for sale, but on the flip side, is also the center of many controversies. Last year, the CASE received close to 2,000 consumer complaints involving the beauty, hair and slimming industry.

**Please note that the consumer's name has been changed to protect her privacy.*

The use of pressure selling tactics was the top reason behind most consumer complaints. Examples of such sales tactics include beauty consultants withholding the consumer's personal belongings while pushing more products or services to her, using harsh or critical words to make the consumer feel self-conscious about her appearance and making their sales pitch for several hours resulting in mental exhaustion by the consumer. These

pressure sales sessions often occur while the consumer is in a vulnerable situation, such as lying partially unclothed on the massage bed or in an enclosed room with several other staff blocking the route to the door.

Exerting undue pressure or influence on a consumer to enter into a transaction involving goods or services is an unfair practice under the Consumer Protection (Fair Trading) Act and

consumers can seek recourse under the Act. Despite knowing this, many consumers still fall for such sales tactics as saying "yes" to a sale is the easiest and fastest way to end a stressful situation. Many businesses rely on such sales tactics simply because they work wonders on most consumers. However, awareness of these tactics and knowing the types of evasive actions we can take, may help to reduce some of their power over ourselves.

#1

Do your own research

These consultants want you to pay for the beauty product or service even before you have a chance to truly understand how it works. Instead, you should give yourself some time to do your own research from independent sources and look for reliable information about the product or service.

If you feel like you are being rushed to sign the contract, tell the consultant that you require some time to read it through and will return another day. You should never sign a contract without fully understanding its terms and conditions.

#2

Watch out for "one time only" deals

The consultants may quote an inflated initial price for the product or service and moments later provide you with a "one time" offer at a dramatically reduced price, leading you to believe that you are somehow saving a great deal of money if you accept the offer.

Do not be fooled. It is unwise to accept the offer when you do not know the actual retail value of the product or service, or whether other similar products or services in the market are selling at comparable prices as well.

#3

Set a time limit

Given the opportunity, many of these consultants will throw their sales pitch at you for hours until you agreed to sign the contract just to regain your freedom. If you decide to listen to a sales pitch, set a time limit for yourself and stick to it.

#4

Limit your impulse spending

You should also set a limit on the amount you can spend on for impulse shopping. If you want to spend more than this amount, give yourself at least one day to ponder on the suitability and affordability of the product or service for your current lifestyle.

#5

Pay attention to your emotions

If you start to feel overwhelmed, uneasy or intimidated during the sales pitch, request to stop the session and leave the shop. You can also phone a family member or friend for help, or even call the police if you are not allowed to leave. You should not make any financial commitments to the consultant under such circumstances.

Dealing with high pressure sales tactics can be challenging and stressful. Therefore, we hope that the above advice can help you to tip the scales in your favour when faced with a pushy sales consultant. Just remember, this is your

money and your wallet, and there is no need to make a purchase decision immediately. Make sure that you only buy what you really want, and not what another person forces on you.



In A Nutshell

Do you know?

In 2017, CASE received 1,795 consumer complaints involving the Beauty, Hair and Slimming industries in Singapore. The top reason behind such complaints was pressure sales tactics, followed by unsatisfactory services and failure to honour.

1

Pressure Sales Tactics

Pressure sales tactics are employed frequently by businesses to prey on consumers' emotions and influence them to buy their beauty products or services. For example, a beautician may promote an expensive facial package to the consumer for several hours and refuses to allow her to leave until she agrees to buy the package.



Our Advice:

Stand firm and say "no". Consumers should not be pressurised into signing a contract. Consider calling the police if you are not allowed to leave the salon.

2

Unsatisfactory Services

Complaints about unsatisfactory services include beauticians causing injury to consumers during the beauty treatment, failing to administer the treatments competently or acting unprofessionally towards consumers.



Our Advice:

Do your homework. Before agreeing to any beauty treatment, check the credentials of the beautician and the reputation of the beauty salon in delivering professional and quality services. Get a skin allergy test conducted first, as not all treatments are suitable for every skin texture.

3

Failure to Honour

Failure to honour depicts instances where contractual obligations/promises were not fulfilled. For example, a manicurist may verbally agree to provide the consumer with two free manicure sessions on top of the ten sessions bought, but go back on her word after the consumer makes payment.



Our Advice:

Make sure that any verbal promises are put down in writing in the contract for ease of reference and useful evidence in the event a dispute arises.

Maintaining Long-Lasting Colour for your Hair



With proper care, you can keep your colour-treated hair looking shiny and vibrant.

Before colouring your hair

Remember to do a skin test on a small patch of your skin before colouring your hair. Skin tests should be conducted at least 48 hours before the application of hair dye.

A skin test is used to determine whether you are allergic to any of the ingredients in the hair dye. Allergic reactions to hair colourants can occur for some people and may cause uncomfortable symptoms, such as blistering of the scalp, swelling of skin, headaches, etc. In extremely severe cases, these allergic reactions may be life-threatening.

In addition, there should be no open wounds on your scalp as coming into contact with the hair dye may result in irritation or inflammation of the wound.

During colouring of hair

There is no skin test for sensitivity to bleach as each individual has a different sensitivity or tolerance to bleach. When bleaching your hair, try to avoid bleach touching your scalp. This will help to reduce chances of hair loss, hair breakage, dryness and scalp irritation.

Ask your hair stylist if there is any scalp protecting product available. Such products contain anti-irritation ingredients that help to protect the scalp during the colouring or bleaching process. If you feel any major irritation or discomfort during the colouring or bleaching process, please inform your hair stylist immediately.

Maintaining your hair colour

When you colour your hair, wait at least 48 hours to shampoo, for the colour to set. This will help to maintain the vibrancy of your hair colour for as long as possible.

Use a shampoo and conditioner formulated for coloured hair. These products contain less stripping agents and are less abrasive for your hair. For example, conditioners for coloured hair help to minimise the loss of artificial hair pigments that penetrates into the hair cuticles by closing up the hair cuticles. Sulfates can strip colour from hair, so look for a sulfate-free shampoo.

Ultraviolet light can also cause hair colour to fade, so try to avoid long-term exposure to the sun. If sunlight is unavoidable, wear a hat or headscarf or use a styling product, leave-in conditioner or hairspray with sun protection factor (SPF) of 20 or more.

As coloured hair is more susceptible to heat damage, avoid using hair dryers, curling or straightening hair appliances as much as possible. Let your coloured hair dry naturally instead. If you must blow dry your hair, use a cool setting or keep it on the lowest heat setting. You should also apply a heat protectant if you use a curling or straightening iron on your hair.

Lastly, you may wish to consider colour refreshing if your hair colour turns dull or fades. You can enquire about colour refreshing treatments from your hair stylist.



Three Mistakes to avoid when buying Hair Care Appliances

When it comes to choosing beauty products like hair dryers, straighteners and stylers, making the wrong decision can hurt both you and your pocket. Protect yourself and be a savvy consumer by avoiding these three common mistakes:



01 Making your purchase decision solely based on price without product safety considerations

You are a bargain hunter and take pride in scoring the best deals. Never mind that you have never heard of the brand or the seller. After all, it is just a hair dryer, what can possibly go wrong? Plus, it is 50% cheaper than all the similar products in the market – think of all the money you can save!

The Reality:



If the price is too good to be true, it probably is. Many of these cheaper products may have their cost reduced by skipping product compliance checks. As a result, these products may not have the necessary safety features to protect you from hazards such as short circuits which can cause electrocution. Before you assume that a product is indeed a steal, ensure that necessary product safety considerations have been made. Always read the description of the product, warning labels and look out for the SAFETY Mark on the product or its packaging.

Everyday items such as 3-pin plugs and hair dryers are among the 33 categories of Controlled Goods under the Consumer Protection (Safety Requirements) Regulations (CPSR). These products are required to be tested and certified to applicable safety requirements before the SAFETY Mark can be affixed. Before you get your hands on these 33 categories of goods, check for the SAFETY Mark!



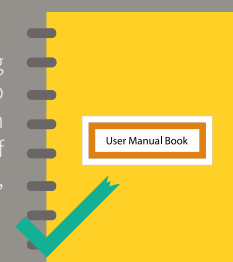
02 Ignoring the user manual and instructions

You are the eager beaver who cannot be bothered to read the user manual before you try out your new hair straightener. After all, hair care appliances are just simple plug-and-play products, right? Sure, there may be some unfamiliar buttons here and there, but you are sure you can figure them out. You chance upon an interesting video of someone using a hair straightener to cook bacon and decide to join in the fun too.

The Reality:

While cooking with your hair straightener or hair dryer seems like a cool idea, it is actually highly dangerous. Bits of foods may get caught in your appliance and cause it to short-circuit and electrocute you. Skipping the user manual is also risky. You may accidentally press the wrong buttons and cause the appliance to overheat, melt or break down.

Also, remember to switch off and unplug the appliance immediately after use to prevent overheating. If you have children at home, do keep your appliance out of their reach while waiting for it to cool, then put it away safely.



03 Neglecting appliance maintenance

You have been using your hair dryer everyday with no issue. Then, you notice some dust trapped in the filter and vents of the hair dryer. You consider cleaning it, but decide that it is too troublesome. After all, the hair dryer still works fine - so why bother, right?

The Reality:

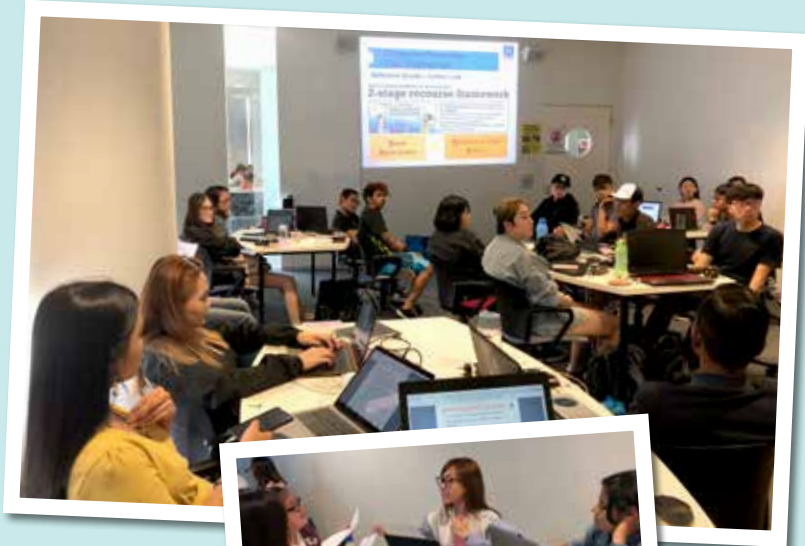
It is important that you conduct routine checks and cleaning to make sure the appliance is in good working condition. Always follow instructions in the user manual on proper cleaning procedures. Stop using the appliance when you observe wear and tear on the appliance, wiring or parts and accessories that may make it unsafe for use. Clean the filter or vents of your hair dryer if they are choked with dust as blockage of the airflow may cause overheating. Replace or repair appliances if they are not working correctly.



For more consumer tips, please visit www.enterprisesg.gov.sg/quality-standards/consumer-protection

Enterprise Singapore is one of the agencies overseeing consumer product safety.

Consumer Happenings



Students of Republic Polytechnic putting themselves in the roles of a consumer, a business entity and a mediator attempting to resolve an online purchase dispute.



CASE organised a consumer education talk and exhibition for Yio Chu Kang Secondary School students to educate them on their rights as consumers.

Consumer Issues & Solutions



Dear CASE

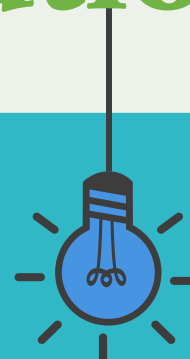
I signed up for an intense pulsed light treatment package for \$2,100 to treat my skin pigmentation. After the first session, I experienced rashes on my face and the area around my eyes was red and puffy. I went to the hospital and the doctor recommended against continuing the treatment package. I request to recover the money I paid since the treatment was not successful.

A

Dear A,

Before committing to any beauty treatment, it is advisable to seek the opinion of a medical doctor. Certain conditions can be treated by a medical professional. For example, the National Skin Centre and some skin specialist medical clinics offer professional help for skin problems.

You can consider bringing your skin specialist / doctor's note to the company and request for a refund since you were advised by your doctor not to continue the treatment. If you are not able to resolve the dispute on your own, you may wish to contact CASE for further assistance.



Dear CASE

Last week, a salesperson approached me when I passed by their shop and applied a moisturising cream on my hand. I followed her into the shop to wash off the product, but the salesperson promoted some other skin care products and pressured me to make a purchase. My request for consideration was rejected and eventually, I relented and made the purchase. I ended up paying \$140 for a body moisturising cream and facial cleanser. I regret falling to the pressure as I had no intention to make the purchase in the first place.

B

Dear B,

Exerting pressure on a consumer to enter into a transaction involving goods or services is an unfair practice under the Consumer Protection (Fair Trading) Act. Hence, you can seek recourse under the Act.

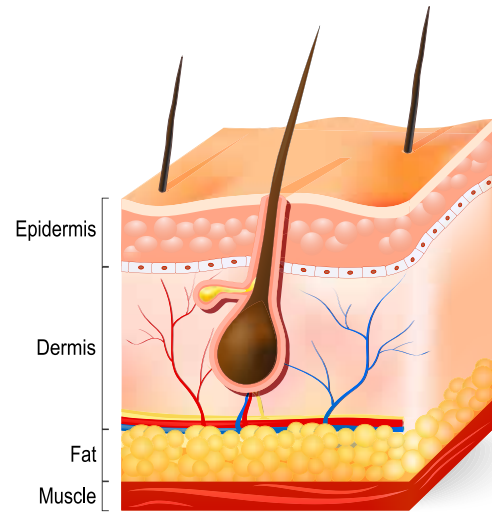
Notwithstanding the above, we would like to advise consumers to always request for time to consider whether to buy that particular beauty product or sign up for a beauty package. Purchases made on a moment of impulse might not be financially viable in the long run and many consumers have regretted signing up for costly packages on the spot.

You have the right to say "no" and can simply leave the shop if you feel pressured to sign up. Consider calling the police if you are not allowed to leave the premises.

We want to hear from you!

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

Care of the Skin



The skin is the largest organ of the body. It is divided into three main layers, namely:

- Epidermis
- Dermis
- Subcutaneous fat

The epidermis can be divided into several layers. The outermost layer is composed of a relatively thin, but rough, protective top layer of dead skin cells, the stratum corneum. The remainder of the epidermis is made up of cells called keratinocytes as well as

melanocytes, which are pigment cells responsible for skin pigmentation.

Within the dermis are the supporting and elastic tissue, nerves, oil glands, sweat glands, blood vessels and hair roots.

The subcutaneous fat is composed of fat cells, which forms a cushioning layer between the skin and the deeper muscles and also serves as an energy store.

What does your skin do?

The skin provides several important functions:

- **Barrier function** - the skin protects the internal structures of our body against injuries, yet allows exchange of fluids and gases between the body and the environment.
- **Temperature regulation** - alteration of the rates of skin blood flow and sweating helps maintain our skin and body temperature.
- **Ultraviolet light protection** - protects against harmful effects of ultraviolet light through our pigment cells.
- **Sensory organ** - through the specialised nerve endings in the skin, the body is able to perceive various sensations evoked by external agents.
- **Metabolism** - vitamin D is produced through the interaction of ultraviolet light on precursors of vitamin D present in our skin.
- **Immune function** - the skin cells present in the epidermis protect the body against external agents.

Basic skin care

Good basic skin care is sensible care of the skin. It can be accomplished without expensive products. The basic ingredients to start you on maintenance of your skin consists of gentle soap and water, moisturiser, sunscreen and some basic knowledge of when to see your doctor if you think there are any problems with your skin.





Soaps and cleansers

Soap is simply any skin cleanser made from the salts of animal or vegetable fats. Cleaning with soap and water removes most environmental and natural skin surface substances, such as dirt, cosmetics, oils, bacteria, sweat and dead skin cells.

For dry sensitive skin, these are suitable:

- super fatted soaps, which contain extra amount of oils and fats to reduce the tendency of the soap to dry out your skin
- "soapless" soaps, which contain synthetic soaps made from petroleum derivatives
- lipid cleansers, which include emulsions of cetyl alcohol, emulsifying ointment, aqueous creams or bath oils. These leave a film to moisturise the skin

Soaps to avoid are strong medicated soaps, abrasive soaps as well as herbal soaps, especially on the face.

Even mild soaps or cleansers can still be drying to your skin. You can minimise a soap's tendency to be drying by being gentle with cleaning and taking care not to scrub excessively. Often, water alone is adequate for skin cleansing.

Moisturisers - When to use them?

Naturally moist, smooth and supple skin results from sufficient amounts of water, oil and special chemicals called natural moisturising factors. Under ordinary circumstances, 95 percent of each of our cells is made up of water. It is the water content of your skin cells that determines how moist or supple your skin is. Avoiding dry skin is therefore one of the key elements in good basic skin care. Dry skin can also make you more prone to scaling, cracking, irritation, eczema and infections. Factors that cause or aggravate dry skin include harsh soaps, excessive bathing, low humidity and hereditary factors. Dry skin cannot be treated by drinking extra water or eating oily foods.

A moisturiser or emollient can make your skin more supple and promote smoothness. Moisturisers are used to prevent loss of water from the skin through evaporation, as well as holding on to water. Moisturisers cannot restore youth, rejuvenate your skin or dissolve your wrinkles. They should be applied on a daily basis especially after your bath.

Inexpensive, basic moisturisers generally do as good a job as expensive ones. Be skeptical of wild promises in product claims; many of such claims are not substantiated by any scientific evidence.

Sun protection - How useful is it?

The sun is responsible for premature aging. It hastens wrinkling and tanning of your skin, as well as causes the appearance of blotchy brownish discoloration. It is the ultraviolet radiation in sunlight that is responsible for suntans, sunburns, premature aging (wrinkles and pigmentation) and some types of skin cancers.

It is important to avoid excessive sun exposure. The sun's rays are strongest between the hours of 10am to 3pm. Clothing also has some bearing on the effects of sun exposure. Cotton fabrics provide superior protection from sunlight and tightly woven fabrics afford better protection than loose weaves.

In addition to sun avoidance, the routine use of sunscreen is an important part of basic skin maintenance. There are basically two types of sunscreens:

- Physical sunscreens, which contain opaque, physical barriers such as titanium dioxide and zinc oxide which reflect the light energy; and
- Chemical sunscreens, which contain chemical ingredients to absorb the ultraviolet rays.

The Sun Protection Factor (SPF) tells you the degree of protection the sunscreen offers. Generally, you should buy sunscreens with SPF of 20 or more.

As a guide, most sunscreens should be applied at least twenty to thirty minutes before sun exposure.

When to seek professional advice?

Good basic skin care also means that you recognise problems that arise in the skin and seek professional advice early. If you develop a rash, itch, pigmentation problems or skin growths, see your family doctor or a dermatologist. Do not attempt self-cures. Specific problems should be treated by a professional.

You can also take the first step by learning more about caring for your skin. For example, the National Skin Centre regularly organises public forums to educate the public on topics such as eczema. More information can be found at: <https://goo.gl/ZFGA6Z>.



Care and Advice for Contact Lens Wearers

Contact Lenses

There are different types of contact lenses, manufactured for various types of usage. They can be categorised in terms of soft, rigid gas permeable, ortho-keratology and hybrid lenses. Each type of lenses exists in various modality types. Contact lenses should be used with strict hygiene and care.

Soft Contact Lenses (SCL)

There are two types of SCLs, namely Conventionals and Disposables. A pair of conventional lens is used for a period of up to one year. These lenses can be custom made to fit the curvature of one's cornea. Toric lenses are available in conventional form, for the correction of mild to high amounts of astigmatism. However, conventional SCLs are losing their popularity to disposable lenses due to the continuous use of one pair of lenses.

Disposable lenses can be in the form of monthly, fortnightly, or daily disposables. Each pair of lenses is to be disposed of after the stated duration. These types of lenses are popular due to the frequent replacement, for new and clean lenses. Toric lenses are available to a certain power for the correction of mild astigmatism. Other lens designs that correct presbyopia are also available.

Rigid Gas Permeable (RGP) Lenses

RGP lenses are slowly gaining in popularity for full-time contact lens wearers. This is due to the high oxygen transmissibility of RGP lenses. The cornea gets more oxygen to "breathe" with RGP lenses, compared to SCLs. The initial discomfort from wearing the lenses often puts potential wearers off. However, comfort will not be an issue once the wearer gets used to the lenses in a few weeks.

RGPs are conventional lenses and each pair is generally used for up to 18 months. RGPs should be fitted by checking the suitability of the lenses in the eye. This process is called Diagnostic Fitting. RGPs are ordered to suit the curvature and size of the cornea. They are also able to correct significant amount of astigmatism without sacrificing visual quality. Special lens designs that correct for presbyopia are also available for RGPs.

Ortho-Keratology(Ortho-K) Lenses

Ortho-K lenses are specially designed lenses that are worn during sleep. The back surface of the lens is shaped to mould the epithelial cells of the cornea, through the pressure of the tears that exist in between the lens and the cornea. The cornea can be reshaped to correct for certain amounts of myopia, hyperopia (longsightedness), presbyopia and astigmatism.

After wearing the lenses for over a period of several nights, the wearer would be able to see clearly during the day without wearing any spectacles or contact lenses. Ortho-K lenses are made of materials that allow high amounts of oxygen transmission. Ortho-K lenses need to be fitted with greater precision and accuracy than standard day wear lenses, because of its intended effect to reshape the cornea non-invasively and it is worn under the closed eye.

Hybrid Lenses

Hybrid lenses are a combination of a gas permeable lens in the centre and a soft contact lens 'skirt' around the circumference.

It aims to provide the best of both types of rigid and soft contact lenses, by giving optimal optical correction with the comfort and stability of a soft lens.

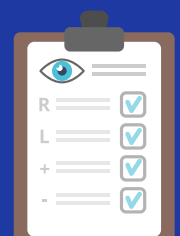
However, it is typically used under exceptional circumstances because of cost.



NOTE: Please consult your Optometrist / Contact Lens Practitioner on the type of lenses that you should use. Your Optometrist / Contact Lens Practitioner will determine which type of lenses will suit your eye best by conducting an eye examination and a contact lens fitting procedure.

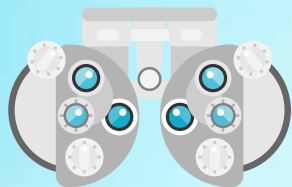


WARNING: Always purchase your contact lenses from a Registered Contact Lens Practitioner. Contact Lenses are prescribed, and are not available over the counter.



Contact Lens Care Solutions

There are generally two types of contact lens regime used for Soft Contact Lenses, namely the Hydrogen Peroxide System and the Multi-Purpose System. The following describes how the various contact lens solution systems should be used.

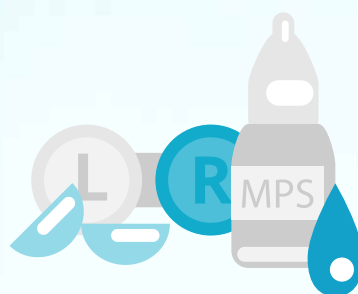


Hydrogen Peroxide Solution (H_2O_2) Systems

Surfactant Cleaners are first used to clean the surface of the lens to remove the trapped debris. This is done by rubbing the lenses in a circular motion for both lens surface for a few minutes. The lenses are then placed into a lens case that comes with the Hydrogen Peroxide H_2O_2 disinfecting solutions. The H_2O_2 solution is then poured into the lens case, and the disinfection will commence.

Neutralisation of the solution will be activated by either a "Platinum Ring" or insertion of a neutralising tablet into the lens case (depending on brand of solution). The H_2O_2 solution will be neutralised into sterile water. It is advisable to rinse the lenses with saline prior to insertion of the lenses into the eye.

An enzyme tablet should be used with the solution to breakdown any proteins that are trapped on the lenses every weekly or fortnightly, depending on your contact lens practitioner's advice. This system is generally used for conventional soft lenses, as protein deposits are very common in this type of lenses.



Multi-Purpose Solution (MPS) Systems

The contact lenses should be rubbed with the MPS on both sides for a few minutes. The lenses are then rinsed with the MPS and subsequently stored with fresh MPS solution. An enzyme tablet should be used with the solution to breakdown any proteins that are trapped on the lenses every weekly or fortnightly, depending on your contact lens practitioner's advice.

Some MPS solutions are marketed as a no rub formula. However, your contact lens practitioner should advise on whether surface cleaning is necessary by physically examining your lenses on the microscope. This system is generally used for disposable soft lenses and Rigid Gas Permeable lenses.



Solutions for Rigid Gas Permeable (RGP) Lenses

Surfactant Cleaners that are meant for RGP lenses are used for surface cleaning. This is done by rubbing on both sides of the lenses for a few minutes. Subsequently, the lenses should be stored in conditioning solution. This will keep the lenses disinfected. Enzyme tablets/solutions should be added to the conditioning solution every weekly or fortnightly on the advice of your contact lens practitioner.

Alternatively, MPS that are meant for RGP lenses can be used to clean and disinfect the lenses. The MPS is used to rub the lenses, and subsequently also used to store the lenses. Enzyme tablets/solutions should also be used weekly/fortnightly.



NOTE:

Please consult your Optometrist / Contact Lens Practitioner on your lens care solutions. Your eye care Optometrist / Contact Lens Practitioner will determine which type of lens care solution is more suitable for you.



WARNING:

1. Never top-off contact lens solutions. Discard used solutions before adding fresh ones.
2. Never use tap water to clean contact lenses.
3. Never use soft contact lens solutions on RGP lenses or vice versa unless otherwise stated.



Cross-Border Purchases



Picture this.... You plan for your dream holiday, you decide on which flights you will take, what hotel you will stay in and even what places of interest you will visit. You discuss every single detail with your travel agent and travel mates. You will review various hotels at your intended destination and source for the

best flights. You even remember to purchase travel insurance to protect yourself in event of any mishap. However, no matter how much preparation you do, you may not be prepared to face errant retailers overseas. The case study below is a typical example of a consumer's encounter overseas.



Case Study

Ms A and her friend visited a tea plantation in China as part of their package tour. Following a tea brewing demonstration, the sales staff proceeded to sell their product to her by claiming that it was very popular among Singaporeans. Her friend was not taken in by the sales talk and chose to walk away, urging Ms A to do the same. The staff turned her full attention on Ms A and even told her that she needed to purchase two additional boxes of the tea product on top of the six boxes she had agreed to because her friend refused to buy. As the tour group was about to depart and Ms A felt an obligation to make the purchase on her friend's behalf, she paid in cash (nearly SGD700) to the staff in a hurry.

Upon her return to Singapore, she discovered that her consumption of the product led to an irregular heartbeat. She sought assistance from the travel agency which simply told her that she was responsible for her own purchase.

Left with no alternative, she visited CASE for assistance. Through correspondence with the travel agency and subsequently with the China counterpart of CASE, it was possible to get full refund for all unopened tea products.

More often than not, as part of a tour group, you will visit stores or places which specialise in serving tourists. Very often, tour groups would spend limited time at each venue as travel itineraries are jam-packed with highlights to make your tour package worthwhile. This may result in some of us buying things without much thought or checking properly (e.g. verifying whether the item actually works or if the box given to you really contains the item you selected). Subsequently, many of us discover problems with the purchase after returning to our home country.

Before you say that such a scenario will never apply to you, it is worthwhile to note that disputes relating to purchases overseas are not limited to physically traveling to another country. Technology has brought these overseas retailers right to your home, in the form of mobile applications, website purchases, etc, which are easily accessible. Under such circumstances, you may find that after your payment is transferred to the retailer in advance, the item takes a very long time to arrive, if it even arrives. In fact, a damaged/faulty item or even an item that is different from what you had ordered may be delivered.

Unlike dealing with local retailers where we can easily return to the store to seek recourse, negotiating with overseas retailers is a much harder task.

While it may be possible to try to negotiate with the overseas retailer through emails

and other online platforms, there is a limit to this effort as the retailer might choose to ignore the correspondence. Even if we do get a reply, our own limited knowledge of the respective country's laws and even language may impede the negotiation effort.

Some of us who are conversant in the country's language may be lucky enough to find the contact number of the retailer, but the cost of negotiation through international calls may outweigh the cost of the item. Likewise, the cost of engaging legal counsel to resolve an overseas dispute may also be more exorbitant than the cost of the item and thus may not be worth your time and effort in pursuing.

So what can you do given the limited resources and difficulty for you to go back to the overseas retailer, to negotiate for an amicable settlement?

Shopping tips: overseas transactions

As the saying goes, prevention is better than cure. This starts even before embarking on your overseas trip. For example, when taking part in tour groups, be aware that some tours include shopping destinations that sells local "specialties" such as traditional medicine, jade and other precious stones. Such tours generally cost lower than market rate as the tour operators earn commission through such "compulsory shopping stops". Regardless of what the salesperson may say, one should understand that it is not

compulsory to make any purchase in the store if you choose not to. When faced with high pressure sales sessions, it may be better to walk away. Another alternative would be to join tours which do not have such compulsory stops.

Similar to shopping in Singapore, you should always request for a receipt or at least write down the full name and location of the store. If possible, use your credit card to buy the item. This allows you to request for a chargeback through your card issuing bank in the event of a dispute.

Do check the physical item carefully before leaving the store and watch as the staff packs the item in plain sight. If time permits, do compare prices before committing to a purchase.

Shopping tips: online transactions

Do read the delivery and return/exchange policy of the online store carefully before making any purchase. In most cases, the store is responsible for the delivery of the item, even if the item is lost by the logistics

service provider. Think twice before making the purchase if the store has no such policy.

Avoid websites where the contact details of the online store seem dubious or lacking. This is often overlooked by consumers whenever they see a good deal. Where possible, make payment via credit card or a third-party payment platform like PayPal, which holds the payment until the item is safely delivered.

In an effort to assist consumers, the Consumers Association of Singapore (CASE) signed Memorandum of Understandings (MoU) with similar organisations or in countries / territories like China, India, Macau, Malaysia, Korea and Japan. Under these MoUs, CASE can take up complaints relating to overseas purchases for our members and forward the case to our overseas counterparts to negotiate with their local retailers.

To a certain extent, this helps to minimise the issues faced when encountering cross-border transactions as our overseas counterparts are more familiar with their

country's laws. However, our overseas counterparts may not have judiciary powers to prosecute the retailer or order them to accede to the consumer's request. Should such correspondence fail, consumers may still have to turn to legal recourse.

Separately, through CASE continuous education efforts, we aim to educate consumers to be smart consumers. Smart shopping knowledge used for making purchases in Singapore also applies when shopping overseas.

Stay Smart & Happy Shopping (locally and overseas)!



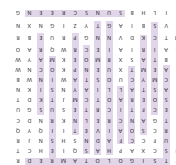
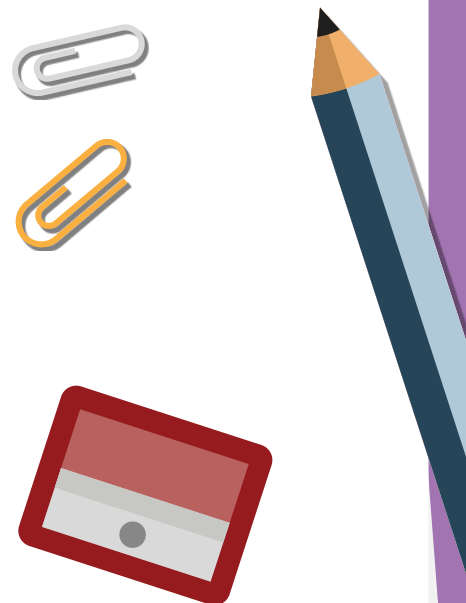
CASEPlay!

Word Search

Have fun searching for the following words related to beauty.
(Answers are provided at the bottom of this page.)

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

ADVERTISEMENT
 CASETRUST
 CONTACTLENS
 CONTRACT
 COSMETICS
 DERMATOLOGIST
 FACIAL
 HAIRCOLOURING
 MOISTURISER
 PREPAYMENT
 SAFETYMARK
 SKINCARE
 SUNSCREEN



ANSWERS TO WORD SEARCH

傻眼！ 买了医美 疗程

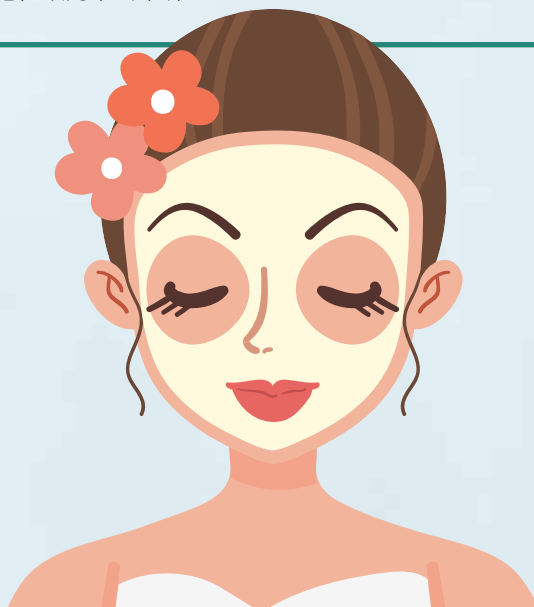
业者竟称无 医师可施作

By 张钦昌（消基会中区分会义务律师、执业律师）

医疗美容服务消费契约因可归责于企业经营者之事由无法继续按原约定方式给付，消费者对于企业经营者片面改变给付方式之主张，无配合接受之义务；医疗美容服务契约因可归责于企业经营者之事由而终止时，消费者当然可请求企业经营者按比例返还未提供服务之预付报酬。

案情

某医疗美容机构在台中市经营医学美颜诊所，消费者林某为该诊所之客户，经常在该诊所接受医疗美容服务。林某于2016年11月26日以新台币2万1,000元之代价向该诊所购买飞针+PRP四次之医疗美容服务，当日并在该诊所接受第一次飞针+PRP医美服务。詎林某之后要再请上开诊所履行第二次之飞针+PRP医疗美容服务义务时，诊所人员则以无医师可继续施行为由推拖，林某致电该诊所所属位于台北之医疗机构申诉，未获解决，要求按比例退还尚未施行之费用即1万5,750元，亦遭拒绝，故向本会申诉。



消基会处理

消基会接获消费者申诉后发函本件之医疗美容诊所，函内载述消费者之申诉要旨，并请诊所回覆其解释或处理结果。数日后，本件医疗美容诊所所属之医疗美容机构人员来电表示略以：本件因销售价格较一般行情优惠，不能退费；该机构愿补贴交通费，请消费者到台北接受后续服务；如果要退费只愿退1万1,000元；且因台中店之店长以低价销售，该机构已与之进行诉讼，该机构不承认该消费合约…云云。本会承办人员于电话中回覆略以：本件系可归责于企业经营者之事由违约所致，以补贴交通费之方式要求消费者北上接受服务，完全未考虑消费者因此徒增时间耗费及舟车劳顿之损害，而企业经营者内部之纠纷更不

应转嫁消费者，故消费者要求以原售价为基准按比例退还尚未接受服务之费用1万5,750元，至为合理……云云。

对于本会承办人员之电话劝谕说明，上开美容机构人员虽陈词强硬而表示无法接受，甚至发生电话中断情形（疑似刻意挂断电话）。经再拨打该人员电话，均呈现未接听或通话中之情形。然而经本会致电消费者后，得知该业者人员于中止与本会承办人员之通话后，旋即致电消费者表示愿退款1万1,000元，并劝说消费者接受。本会承办人员乃向消费者叙明其无接受减额退款之义务，但仍请消费者自行决定是否接受。后经消费者表示，企业经营者已同意退款1万5,750元。

消基会说明及建议

常见之消费纠纷中，企业经营者以结束据点、人员短缺等理由，片面要求改变提供消费者服务之地点或服务之方式，面对此种要求，消费者是否须配合而接受？依照《民法》第253条规定：「债务人非依债务本旨实行提出给付者，不生提出之效力。」另参照最高法院31年上字第2481号判例意旨：「债务人非依债务本旨实行提出给付者，不生提出之效力，为《民法》第二百三十五条所明定。物之交付义务人所提出交付之物与契约订定之内容不符者，不得谓为依债务本旨之提出，自不生提出之效力，债权人拒绝受领，即不负迟延履行责任。」从而可知，倘企业经营者片面要求改变提供服务之地点或方式，而其改变已不符原约定提供服务之本旨，消费者自无配合接受之义务；反之，倘企业经营者关于提供服务方式或地点虽有变更，但无碍于原约定服务之本旨，消费者即不能以稍有变更而拒绝接受。举医疗美容服务之例言之，倘依照消费契约（不限书面）之约定原意，应提供服务之地点在台中市，企业经营者嗣后片面要求变更提供服务地点为台北市，明显造成消费者之不便及时间耗损，应认已不符原约定服务之本旨，消费者自无接受之义务。但倘企业经营者仅将提供服务之地点从同县市同街道之某栋房屋变更至同街道之邻房，在其他服务内容未变更之前提下，原则上应认企业经营者上开地点之变更无碍于原约定服务之本旨，消费者不得拒绝接受，否则反而有悖于诚信原则。

又关于继续性给付之消费契约，应可归责于企业经营者之事由无法继续提供服务时，消费者可定期催告企业经营者提供符合债务本旨之服务，逾期仍未提供，得类推适用《民法》关于债务不履行之规定终止消费契约。至于契约终止后，关于已付费用之退费部分，依照《民法》第179条规定：「无法律上之原因而受利益，致他人受损害者，应返还其利益。虽有法律上之原因，而其后已不存在者，亦同。」则企业经营者前因消费契约成立而预收全部之费用，兹契约既经终止，则原约定后续服务之报酬或价金之收取即失其依据，而属于不当得利，消费者自得依不当得利之规定请求返还。

另关于企业经营者置辩以原约定之价金系优惠价格，已提供之服务之代价较高，故不能按比例退费云云部分，依照《民法》第226条、第227条、第231条、第232条等关于债务不履行之规定，因可归责于债务人之事由而债务不履行者，债权人得请求损害赔偿。则倘企业经营者辩称其原约定价格为较优惠之价格云云属实，则意谓消费者倘要另行购取相同之商品或服务，势必付出较原定价格为高之价金，而造成消费者价差金额之损害，此项损害结果本应由企业经营者赔偿，岂容企业经营者反而以

原约定价格为优惠价格为由，拒绝以原约定价格为基础按比例退费。

至于企业经营者以其与员工间尚有纠纷为由，拒绝承认消费契约部分，依照《民法》第103条第1项规定：「代理人于代理权限内，以本人名义所为之意思表示，直接对本人发生效力。」第107条第1项规定：「代理权之限制及撤回，不得以之对抗善意第三人。但第三人因过失而不知其事实者，不在此限。」从而企业经营者既聘雇其员工在其营业场所对消费者进行消费交易，除非企业经营者有以明显之方式明示其员工就交易有关之特定事项无代理企业经营者之权，否则其员工代理企业经营者与消费者成立之消费契约，自对企业经营者生效，企业经营者以其与员工间尚有纠纷为由，拒绝承认消费契约之效力，并无理由。

医疗美容服务在台湾颇为盛行，然而或许因实施方法具有医疗行为性质，非单纯之美容消费服务，行政院消费者保护会迄今仅就非医疗行为之瘦身美容消费订定定型化契约范本、定型化契约应记载及不得记载事项，对于以医疗行为实施之美容服务则未予订定。而在消费实务上，常见提供医疗美容服务之企业经营者于销售商品或服务时，未提供契约书予消费者签订，遑论相当时间审阅，故一旦消费纠纷发生，连双方约定之商品或服务内容究竟为何就各执一词，关于违约时应如何处理，更是各说各话，完全无书面约定可凭。

是以建议消费者于决定接受医疗美容服务前，除了着重于医美机构或执行医师化腐朽为神奇、使麻雀变凤凰之惊人口碑，及其真伪外，不妨多花心思，将企业经营者是否有提供契约书、是否实际给予相当之契约审阅期间、契约书约定之内容是否公平合理及过往对于消费纠纷之处理态度等情，纳入评估，以慎选适宜且负责任之医疗美容机构。



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