



CaseTrust-SVTA Accreditation Scheme

Information and Application Kit – Motoring Businesses

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Chapter 1 – Background

1.1 Why CaseTrust-SVTA Accreditation for Motoring Businesses?

1. The Consumers Association of Singapore (CASE) and Singapore Vehicle Traders Association (SVTA) have developed a joint CaseTrust Accreditation Scheme for the motoring industry. Building upon the present CaseTrust requirements which promote fair-trading and good business practices, this CaseTrust-SVTA scheme has incorporated new criteria unique to the car trade to raise the professionalism of dealers.

2. With the introduction of this scheme, consumers can easily identify reliable car dealers simply by checking whether the company displays the CaseTrust logo. As vehicle purchases are big-ticket items to consumers, CASE hopes to offer better consumer protection by getting these companies to adopt the CaseTrust standards.

1.2 What is CaseTrust-SVTA Accreditation for Motoring Businesses?

3. In January 2008, work on the new accreditation scheme started. From the complaints gathered from consumers who have had trouble with car dealers, CASE was able to identify the most common errant practices that vehicle dealers have used against consumers. This accreditation scheme was designed in a bid to differentiate the trustworthy vehicle dealers who offer transparency and good business practices in their dealings with consumers.

4. Model agreements were designed to be used by accredited vehicle dealers to add greater transparency to the process of purchasing a motor vehicle. These 3 contracts would clearly spell out the liabilities of each party, as well as the terms and conditions with regards to the purchase of a motor vehicle.

5. The Motor Industries Dispute Resolution Centre (MIDReC) has also been setup to handle mediation and adjudication for complaints against accredited motoring businesses. Accredited motoring businesses would be contractually bound to mediation and adjudication as decided by MIDReC.

1.3 What can consumers expect from a CaseTrust-SVTA accredited business?

6. A motoring business that achieves CaseTrust-SVTA accreditation is certified as a business that possesses the foundation for good sales practices and standards. The business will have the following mechanisms in place:

Clear Fee Policies

- Clearly articulated and documented policies on fees and fee refund. These must be fully disclosed to their customers and adhered to according to the terms and conditions of the contract between the business and consumers.

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 the Motor Industry Dispute Resolution Centre (MIDReC), CASE Mediation Centre, and recourse to the Small Claims Tribunals and the Courts, if necessary.
- An insurance bond capped at S\$50,000 to protect the customer's fees and deposits paid in the event of an unresolved dispute.

Well-Trained Personnel

- The business must ensure that it has trained sales staff who do not practice unethical sales tactics and are able to provide good customer service.

Chapter 2 – Motor Industries Dispute Resolution Centre (MIDReC)

2.1 What is MIDReC?

7. The Motor Industries Dispute Resolution Centre or MIDReC in short is an independent and impartial institution specializing in the resolution of disputes between motoring businesses and consumers.

8. Consumers who have an unresolved dispute with an accredited motoring business can lodge their claim/dispute with MIDReC.

2.2 What is MIDReC's Dispute Resolution Process?

9. The dispute resolution process of MIDReC comprises of Mediation (1st Stage) and Adjudication (2nd Stage).

Mediation (1st Stage)

When a complaint is first received, it would be handled by MIDReC's Case Manager. The complainant and the accredited business are encouraged to resolve the claim/dispute in an amicable and fair manner. In appropriate cases, the Case Manger mediates the dispute between parties.

Adjudication (2nd Stage)

Where the dispute is not settled by mediation, the case is heard and adjudicated by a MIDReC Adjudicator or a Panel of Adjudicators. Accredited businesses are contractually bound to honour the decisions made by MIDReC.

Chapter 3 – Insurance Bond

3.1 What is the insurance bond for?

10. All accredited motoring businesses will be required to purchase an insurance bond in the amount of \$50,000. The insurance bond is one of the many ways that an accredited motoring business takes to show its commitment to their customers.

11. In the event a consumer has an unresolved dispute with an accredited motoring business the matter can be referred to MIDReC where an adjudicator or panel of adjudicators will decide on the facts and merits of each case. If the decision is made in favour of the consumer, a payout will be made from this insurance bond.

Chapter 4 – Standard Contracts

4.1 What are the Standard Contracts?

12. There are a total of 3 standard contracts prepared for the accreditation scheme:
 - 1) Agreement for Sale of Used Vehicles
 - 2) Agreement for Sale of New Vehicles
 - 3) Certificate of Entitlement (COE) Bidding Agreement
13. The Agreement for Sale of Used Vehicles lists the terms and conditions for consumers to purchase a used vehicle from the motoring business.
14. The Agreement for Sale of New Vehicles lists the terms and conditions for consumers to purchase a new vehicle from the motoring business.
15. The Certificate of Entitlement (COE) Bidding Agreement lists the terms and conditions for the motoring business to secure a COE on the behalf of the consumer.

Chapter 5 - Accreditation Criteria (Summary)

A. POLICIES

Area	Criteria
Goods & Services	A1. My business policy 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 & Conditions of Sales	A2. My business ensures the customer signs the CaseTrust-SVTA Standard Contracts which clearly stipulate the policies and terms and conditions of sale.
	A3. My business ensures that critical information are not left blank when customer signs the Application for Hire Purchase Financing
	A4. My business provides the customer with a copy of the signed CaseTrust-SVTA Standard Contracts.
	A5. My business has a cancellation policy which clearly stipulates the time frame and conditions for any cancellations.
	A6. My business has a refund policy which clearly stipulates the time frame and conditions for any refunds.
	A7. My business has an amendment policy which clearly stipulates the time frame and conditions for any amendments.

	A8. My business has an exchange policy which clearly stipulates the time frame and conditions for any exchanges.
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Area	Criteria
Terms & Conditions of Sales	A9. My business clearly states the terms and conditions for any deposits paid should the transaction be cancelled.
	A10. My business has a policy of informing customers when COE bidding will be done.
	A11. My business has an insurance policy covering misdeeds and/or mishaps in the form of an insurance bond or deposit of \$50,000.
	A12. My business clearly states the terms and conditions applicable to the redemption of any sales vouchers.
	A13. My business has a policy that ensures the vehicle is of the model and colour the customer agreed to buy.
	A14. My business has a policy to deliver the vehicle no later than 30 days for used vehicles and no later than 90 days for new vehicles from date of successful bidding of COE.
	A15. If the vehicle is unavailable by the deadline, my business has a policy to provide compensation in the form of _____ (eg. rental car, cash rebate, etc.)
Pricing & Payment	A16. My business has a policy committing to clearly displaying discounted prices.

Area	Criteria
Pricing & Payment	A17. My business clearly states the payment methods and channels available to customers.
	A18. My business clearly states all the different sets of prices which may include financing arranged or insurance arranged by dealers or both, as compared to no such arrangements or differing arrangements.
	A19. My business is committed to avoid over or under-charging and to ensure correct change is given.
	A20. My business clearly states any additional charges for extra services such as accessories, repairs, and express delivery.
Security	A21. My business is committed to maintaining the confidentiality of customer data.
	A22. Should my business require to release the customer's data, we will make this known to the customer and obtain his/her consent before releasing the information.

B. COMMUNICATION

Area	Criteria
<p style="text-align: center;">External Communication</p>	<p>B1. My business provides effective mode(s) of communication for customers.</p>
	<p>B2. My business has a system on place to inform CASE in writing of any change in the ownership of the company, change of address / contact details, additions of outlets, etc.</p>
<p style="text-align: center;">Advertising and Promotion</p>	<p>B3. <u>Accuracy of Information</u> My business' merchandise/ services are accurately described and portrayed by the company in all marketing communications.</p>
	<p>B4. <u>Adequacy of Information</u> Marketing communications include sufficient details on prices, quality, availability and terms of sales or business.</p>
	<p>B5. My business sells what we advertise and promote.</p>
	<p>B6. My business will state the description and value of promotional item(s) and free gift(s) in all marketing communications.</p>
	<p>B7. My business maintains a sufficient level of stocks for all promotional item(s) and free gift(s).</p>
	<p>B8. My business will deliver a previously promised promotional item(s) and free gift(s) with another of equal value or return the stated amount in cash should the item be unavailable after a period of 14 calendar days from the date of delivery of vehicle (eg. MP3 player, Car Accessories, etc.).</p>

Area	Criteria
Advertising and Promotion	B9. My business clearly states the period for which promotions are valid.
	B10. My business clearly spells out details of the mechanism for any lucky draw or competition promotions.
	B11. My business makes available to both customers and the public the details of the insurance policy covering misdeeds and/or mishaps in the form of an insurance bond or deposit of \$50,000.

C. PRACTICES & SYSTEMS

Area	Criteria
Terms and Conditions of Standard Contracts	C1. My business provides customers with a signed copy of the CaseTrust-SVTA Standard Contract.
Retailing	<p>C2. <u>Deposit/ Reservations</u></p> <p>a. My business provides customers with receipts to acknowledge payment of deposits or reservation charges.</p> <p>b. Receipts for deposits and reservations have full detailed information.</p> <hr/> <p>C3. <u>Proof of Purchase</u></p> <p>c. My business issues receipt to customer with details of the purchases and/or the services provided.</p> <p>d. The receipt reflects relevant detailed information.</p> <hr/> <p>C4. <u>Exchange and Refund</u></p> <p>My business honours our exchange and refund policies promptly within the stipulated time frame and conditions.</p> <hr/> <p>C5. <u>Delivery & Collection</u></p> <p>a. My business provides delivery forms.</p> <p>b. Delivery forms show full detailed information. My business gets customer’s signature acknowledging receipt of vehicle. A copy of the delivery form is given to the customer.</p> <p>e. My business keeps customer updated on the delivery status of their vehicle.</p>
Feedback Management	C6. My business has a system to document complaint cases and has a complaints resolution procedure.

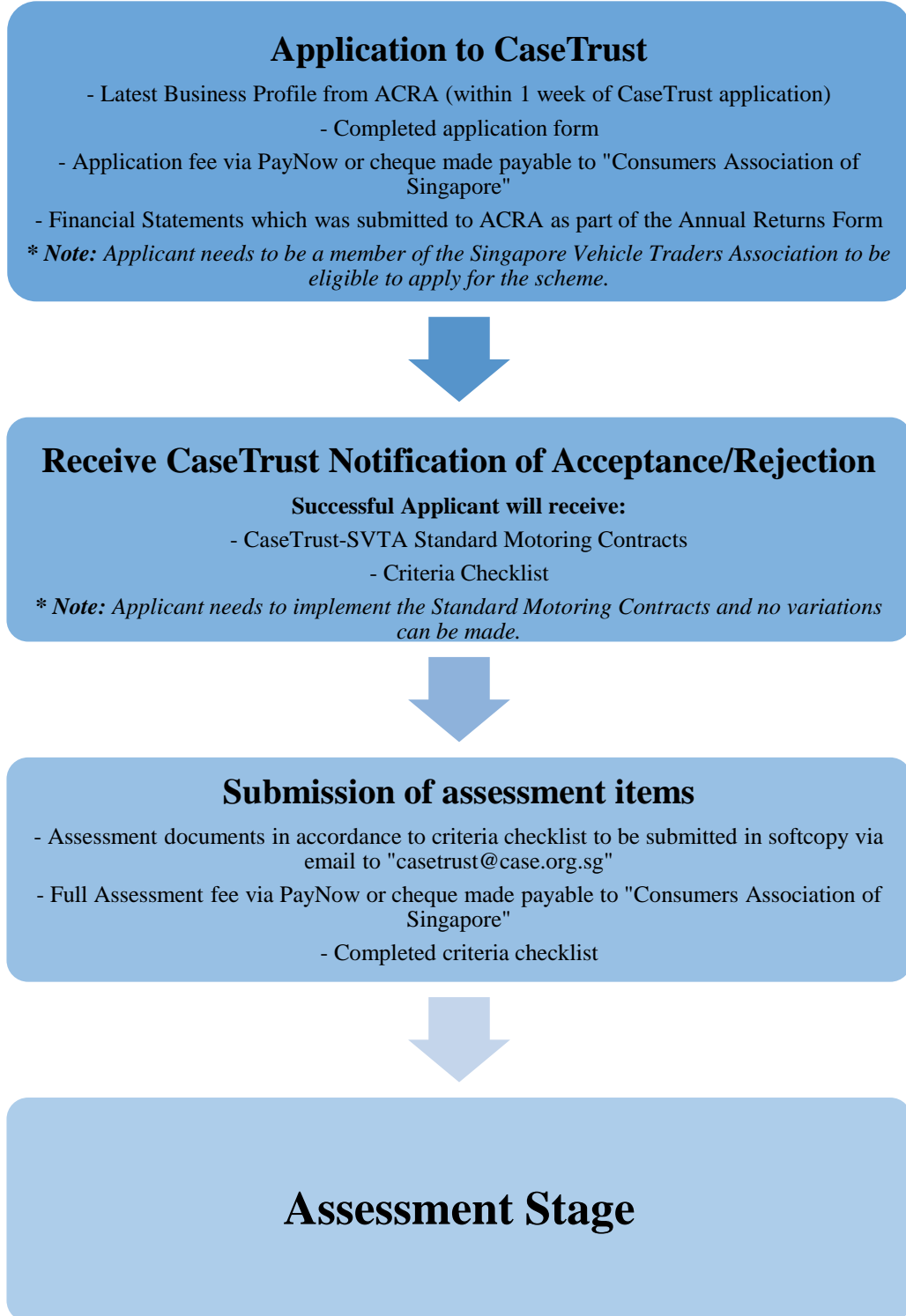
Area	Criteria
Feedback Management	C7. My business informs complainants of the status of the complaint investigation.
	C8. My business resolves complaints within a maximum of 7 days upon receipt of complaint.
	C9. My business informs customers of alternative forms of redress should the company be unable to resolve the complaint within the time frame, Eg. CASE Mediation Centre.
Security	C10. My business uses customer’s particulars strictly for the purpose of completing sales transactions or for other legitimate purposes made known to the customer.
	C11. When my business wishes to use customers’ particulars for purposes other than internal marketing and billing, we make this known to the customer before obtaining their particulars and obtain the consent of the customer.
	C12. My business has a system to keep all customers’ particulars confidential.
Goods and Services	C13. My business has a system for ensuring the quality of products and services offered for sale.

D. PERSONNEL

Area	Criteria
Performance	D1. Customer support and service staffs do not practice any unethical sales tactics.
Knowledge	D2. Staff working for the company should be able to provide accurate, timely and comprehensive product and service information to customers and to perform service to the expected levels.

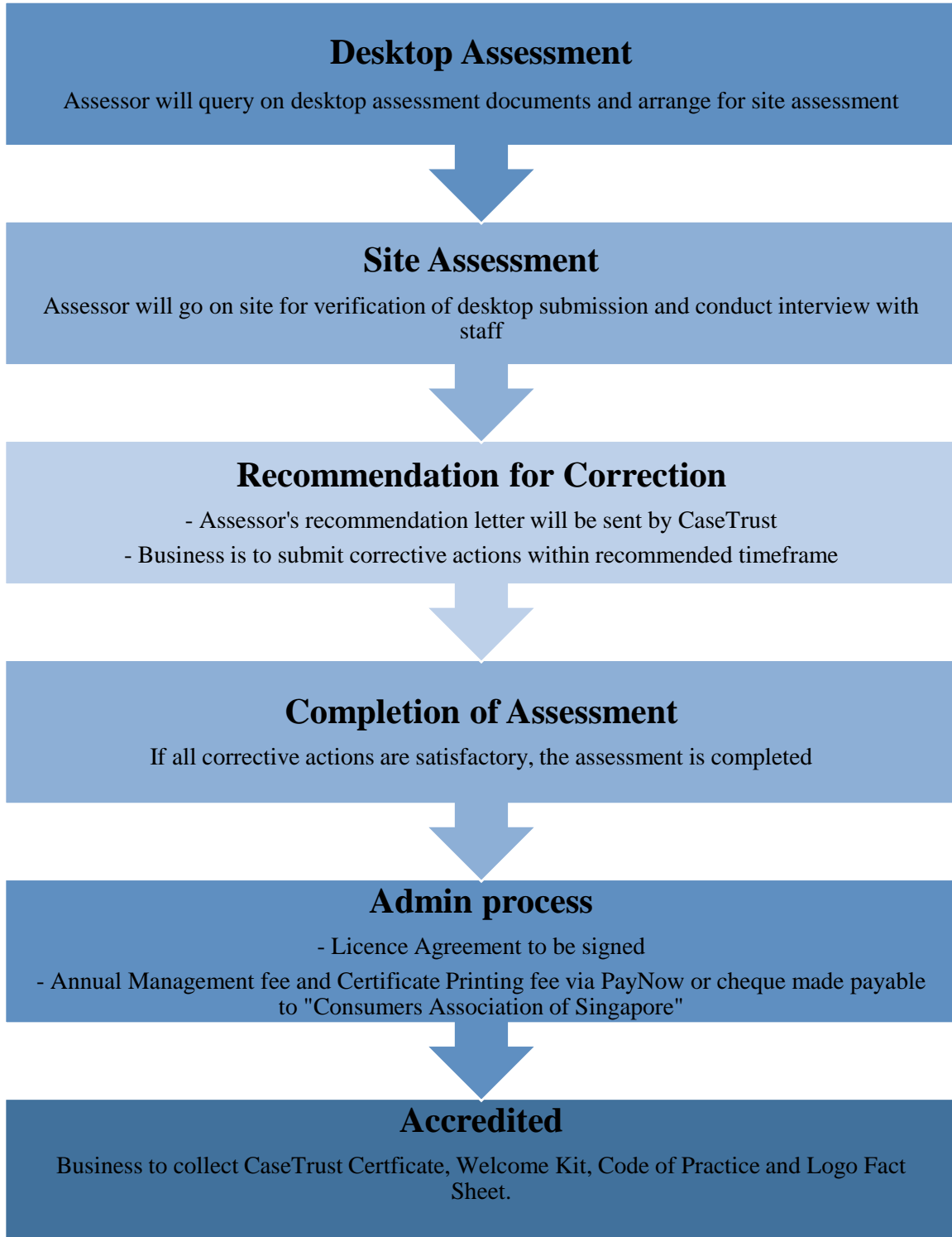
Chapter 6 – Application and Assessment Procedures

6.1 Application Procedure



Note: The accreditation process will take approximately 3-4 months to complete (with speedy cooperation from the business).

6.2 Assessment Procedure



6.3 Fee Structure**MOTORING BUSINESSES**

Type of Fee	CaseTrust Fee Structure for Motoring Businesses (Inclusive of GST)		
	Small Business: Sales Turnover less than \$300M	Medium Business: Sales Turnover more than \$300M But less than \$500M	Large Business: Sales Turnover more than \$500M
Application Fee	S\$214	S\$214	S\$214
Full Assessment (1 st Year)	S\$727.60	S\$1,819	S\$2,675
Interim Assessment (3 rd Year)	S\$363.80	S\$909.50	S\$1,337.50
Annual Mystery Shopping Audit	S\$214	S\$214	S\$214
Annual Management Fee	S\$642	S\$1,284	S\$2,140

Note: As evidence of sales turnover, latest Financial Statements which was submitted to ACRA as part of the Annual Returns Form is required.

6.4 Fees Illustration For Motoring Businesses

Year 1	Year 2	Year 3	Year 4	Grand Total	Average Fees Payable per Year
3,247.60	1,456	1,819.80	1,456	7,979.40	1994.85

Illustration 1: Fees overview for companies classified as a small business over 4 Years (Inclusive of All Fees Payable)

Type of Fee	Paid to	Year 1	Year 2	Year 3	Year 4	Grand Total
Application fee	CASE	214	-	-	-	-
Entrance Fee	MIDReC	500	-	-	-	-
Insurance Bond	NTUC Income	350	To be advised ⁺	To be advised ⁺	To be advised ⁺	-
Assessment fee	CASE					
• Full		727.60	-	-	-	-
• Interim		-	-	363.80	-	-
Mystery Shopping	CASE	-	214	214	214	
Annual Management Fee	CASE	642	642	642	642	-
Annual Management Fee	MIDREC	600	600	600	600	-
Total		3,033.60	1,456	1,819.80	1,456	7,979.40

Illustration 2: Detailed cost breakdown for companies classified as a small business over 4 Years

⁺ Rate will depend on whether or not a claim has been made on the insurance bond.

Chapter 7 – Application Terms and Conditions

Application

1. The Applicant is bound by the Terms and Conditions herein and such variations, which may from time to time, be made by the CaseTrust Department; and upon submission of their Application to the CaseTrust Department.
2. Fees are subject to change, depending on economic situation and discretion of the CaseTrust Department.
3. The Applicant should not have 5 or more complaints with breaches of the Consumer Protection Fair Trading Act (CPFTA) lodged against it with CASE in order to qualify for the CaseTrust-SVTA accreditation for Motoring Businesses Scheme (within a period of 12 months before the date of application).
4. Companies with different ACRA numbers are considered separate entities, even if they are under the same holding company. Separate applications will be required.
5. An Application must be accompanied by:
 - (a) Completed Application Form as prescribed, together with any supporting documents required
6. Application and Full Assessment fees are to be paid in advance.
7. The Application Fees herein will not be refunded if the Applicant fails to qualify for Assessment for any reasons whatever. The Assessment Fees would however be refunded in the event of an outright disqualification.

Assessment

8.
 - a) The Applicant must go through the full assessment first, and the interim assessment after 2 years.
 - b) The CaseTrust Department reserves the right to perform more than one interim assessment during the 4-year period.
 - c) If the Applicant does not pass the assessment under 8a) and 8b), it must pay a re-assessment fee equivalent to the full assessment fee.
9. Assessment Fees are strictly non-refundable if Applicant fails the assessment.
10. The application will be considered **NULL & VOID** if:
 - a. Documents for assessment are not submitted within **6 months** from date of application.
 - b. The Applicant failed to obtain CaseTrust within the period of **1 year**.
11. If an Applicant fails the prescribed Assessment conducted, the Applicant may be given a further opportunity to qualify to be accepted under the scheme and such would be decided by the Assessor or Assessors assigned and, for so long as the Applicant does

not exceed 2 further Assessments. All Assessment Fees, if any, must be paid by the Applicant.

12. 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.
13. Applicants who pass the desktop assessment but subsequently fail the site assessment are deemed to have failed the assessment.
14. 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 Head of Department, and if appropriate, forwarded to the CaseTrust Department. Such review will be allowed at the discretion of the CaseTrust Department and will be final. This review fee will be refunded if the review is found in the Applicant's favour.
15. 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.
16. In the event the CaseTrust Applicant withdraws their application:
 - a. Assessment Fees are refundable if withdrawal request is made within 14 days after the submission of your application.
 - b. If withdrawal request is made at least 4 days **before** commencement of Site Assessment, 50% of the Assessment Fees will be refundable.
 - c. Assessment Fees are strictly non-refundable if withdrawal request is made within the 4 days before Site Assessment.
 - d. If the Applicant fails the desktop assessment and decides to withdraw at that stage, 50% of the Assessment Fees will be refundable.
17. The annual management fee is payable only after the Applicant clears the assessment process.
18. The Assessment Fees would be refunded in the event of an outright disqualification during the initial application stage.

Membership Details

19. Applicant must go through the full assessment first, and the interim assessment after 2 years.
20. Membership will be for a period of 4 years, renewable every year, 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 an accredited business should they fail to adhere to the standards set by the CaseTrust Department.

21. Members that make changes to its company ownership after obtaining accreditation will be subjected to Interim Assessment and have to furnish CASE with a Deed of Assignment. This assessment shall be independent of other assessments that the accredited business is scheduled to undertake.

Standards

22. Members are required to maintain the CaseTrust standards as stated, among other things, in the Assessment Criteria provided. The criteria may be revised from time to time and the accredited business must be so bound by such.
23. Members 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.
24. Upon acceptance of membership, 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 websites.
25. Members must have a proper criterion to deal with complaints and a dispute resolution programme in place and, which is transparent and known to Consumers.
26. In order to uphold the standards, which may be updated from time to time, set by CaseTrust, all accredited businesses shall adhere to the Code of Practice and abide by penalties imposed upon breach/infringement of the Code of Practice.

Condition Precedent

27. Members should allow CaseTrust representatives into their premises for auditing and/or investigation purposes, whether notified or not. If a fee is required or any expense incurred for such investigation, such fee or expense should be refunded upon the accredited businesses' notification of the investigation by the CaseTrust Department.

Audit/Investigation

28. The Applicant has been made aware of the CaseTrust Department's empowerment to deal with breach/infringement of the Code of Practice. Accredited businesses who commit a breach/infringement shall be imposed a fine, be suspended, expelled or blacklisted, either singly or jointly, depending on the severity of the non-compliance, or by any other appropriate means.
29. Members who are lifted from suspension orders will be required to undergo an Interim Assessment.

Termination

30. Upon termination of the CaseTrust Accreditation, all CaseTrust related Materials including the CaseTrust Decal must be returned to the CASE office within 7 days, and such Materials and such Decal should not be used in any manner whatsoever by the accredited businesses before its return.
31. The CaseTrust Department reserves the right to suspend and/or revoke the accreditation status should the business fail to adhere to the License Agreement, Terms of Reference of CaseTrust-SVTA accreditation scheme, or breach the Terms and Conditions herein, or for whatever reasons, as the CaseTrust Department deems fit.



CaseTrust-SVTA Accreditation Scheme Application Form – Motoring Businesses

Instructions:

1. Only members of the Singapore Vehicle Traders Association (SVTA) may apply.
2. Please type or write clearly using black or blue ink for all forms.
3. Where not applicable, fill in the blanks using **NA** or **NIL**. Please note that **blank answers are not acceptable**, and may result in delay in processing of your application.
4. Attach separate sheets if the space provided is insufficient.

Particulars of Your Business

Name of Business:

Address:

Tel:

Fax:

Website:

Email:

Registration of Company Business (RCB) no.:

License No. (if applicable):

Date of Registration (dd/mm/yyyy):

Are you a Singapore Vehicles Traders' Association (SVTA) member: **YES / NO**

Please provide details (attach additional sheets if necessary):

Have you or 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):

Have you or 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):

If engaged consultant for CaseTrust assessment:

Name of Consultancy Business:

Name of consultant(s):

Tel:

Tel (alternative):

Email:

Fax:

Contact Particulars	
Name & Title of Director/Owner: *Dr/Mr/Mrs/Mdm/Ms	
Name & Title of Contact Person for CaseTrust: *Dr/Mr/Mrs/Mdm/Ms	
Tel:	Fax:
Email:	

Size of Business	
<input type="checkbox"/> Small –Sales Turnover less than S\$300M <input type="checkbox"/> Medium – Sales Turnover more than S\$300M but less than S\$500M <input type="checkbox"/> Large – Sales Turnover more than S\$500M	
Nature of Business	
<input checked="" type="checkbox"/> Motor Vehicle <input type="checkbox"/> Department Store cum Supermarket <input type="checkbox"/> Supermarket <input type="checkbox"/> Mini-mart <input type="checkbox"/> Confectionery & Biscuits <input type="checkbox"/> General Provision Store <input type="checkbox"/> Food, Beverages & Tobacco <input type="checkbox"/> Pharmacy/Drug Store <input type="checkbox"/> Cosmetics/Toiletries <input type="checkbox"/> Textiles <input type="checkbox"/> Household Electrical Appliances <input type="checkbox"/> Hotelier <input type="checkbox"/> Banking <input type="checkbox"/> Renovation/Contractor	<input type="checkbox"/> Jeweller <input type="checkbox"/> Sporting & Athletic Goods <input type="checkbox"/> Gifts/Handicrafts/Hobbies <input type="checkbox"/> Telecommunications Equipment <input type="checkbox"/> Books, Magazines & Stationery (including News Vendor) <input type="checkbox"/> Optical Store <input type="checkbox"/> Watches & Clocks <input type="checkbox"/> Spas <input type="checkbox"/> Travel Agents <input type="checkbox"/> Employment Agencies for Foreign Domestic Workers <input type="checkbox"/> Service Providers - Type: _____ <input type="checkbox"/> Others, please specify _____
If Business has a chain of outlets	
Number of outlets:	
Total no. of staff:	No. of Retail staff:
If Business is a subsidiary of Holding Company	
Name of Holding Company:	
Address:	
Tel:	Fax:
Email:	

Declaration

I / We declare that:

1. All the information given is accurate and truthful.
2. The application terms and conditions have been fully read and understood.

Director/Owner Signature: _____

Director/Owner Name / Title: _____

Date: _____

Company Stamp: _____

Details of Outlets

Outlet Name:	
Address:	
Tel:	Fax:
No. of Staff:	Size of Outlet (sq m):

Outlet Name:	
Address:	
Tel:	Fax:
No. of Staff:	Size of Outlet (sq m):

Outlet Name:	
Address:	
Tel:	Fax:
No. of Staff:	Size of Outlet (sq m):

Outlet Name:	
Address:	
Tel:	Fax:
No. of Staff:	Size of Outlet (sq m):

Outlet Name:	
Address:	
Tel:	Fax:
No. of Staff:	Size of Outlet (sq m):

Please make copies if you have more than 5 outlets.

CaseTrust Application Submission Checklist

- CaseTrust Application form / Online Submission
- ACRA/Biz File Report (within 1 week of CaseTrust application)
- Latest Financial Statements submitted to ACRA as part of the Annual Returns Form
- Application Fee \$214 can be made by PayNow or in cheque made payable 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

Send applications 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 the 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.