

NOTICE

Please note that this checklist is not exhaustive. It to generally help you to find out whether your claim can be heard at the Small Claims Tribunals. If you still wish to lodge your claim and present your submission for the consideration of the Registrar or Referee you are at liberty to do so, but the lodgment fee will not be refundable, if the Registrar or Referee subsequently discontinues the claim. You may, if you wish, proceed at another Court, provided, the Court has the powers to hear your claim. Please obtain your own legal advice if you are uncertain as to your next course of action.

Checklist

- | | Yes | No |
|---|--------------------------|--------------------------|
| | [Please ✓] | |
| 1. Is your claim a: | | |
| a. hire purchase agreement? | <input type="checkbox"/> | <input type="checkbox"/> |
| b. employment matters? | <input type="checkbox"/> | <input type="checkbox"/> |
| c. loans? | <input type="checkbox"/> | <input type="checkbox"/> |
| d. stock and shares? | <input type="checkbox"/> | <input type="checkbox"/> |
| e. foreign exchange | <input type="checkbox"/> | <input type="checkbox"/> |
| f. rental (not as in item 2(d) herein) or charters? | <input type="checkbox"/> | <input type="checkbox"/> |
| g. legal fees? | <input type="checkbox"/> | <input type="checkbox"/> |
| h. co-broking? | <input type="checkbox"/> | <input type="checkbox"/> |
| i. insurance claims? | <input type="checkbox"/> | <input type="checkbox"/> |
| j. damage caused by use of a motor vehicle? | <input type="checkbox"/> | <input type="checkbox"/> |

If “Yes” to any of these, please note that the Tribunals have no powers to hear your claim. If “no” to all these, please answer Question 2.

- | | Yes | No |
|--|--------------------------|--------------------------|
| | [Please ✓] | |
| 2. Is your claim: | | |
| a. a contract for sale of goods? | <input type="checkbox"/> | <input type="checkbox"/> |
| b. a contract for a provision of services
(Note: services should involve skill and labour)? | <input type="checkbox"/> | <input type="checkbox"/> |
| c. arising from the respondent causing damage to
your property? | <input type="checkbox"/> | <input type="checkbox"/> |
| d. a contract for a lease for residential premises
which does not exceed 2 years. | <input type="checkbox"/> | <input type="checkbox"/> |

- e. a contract to buy or sell foreign currency notes made with a person holding a valid money changer's licence under the Money-changing and Remittance Business Act.
- f. Cancellation of contracts under the Consumer Fair Trading (Cancellation of contracts) Regulations 2009
- g. Refund of motor vehicle deposits with the Consumer Fair Trading (Motor Vehicle Dealer Deposits) Regulations 2009
- h. Opt-out under Consumer Fair Trading (Opt- Out) Regulations 2009

If "Yes" to any of these, please answer Question 3.

If "No" please note that the Tribunals have no powers to hear your claim.

3. Did the cause of action happen more than a year ago?

If "Yes" please note that the Tribunals have no powers to hear your claim.

If "No" please answer Question 4.

4. Is your claim more than S\$20,000?

If "Yes" please note that the Tribunals have no powers to hear your claim.

If "No" please answer Question 5.

5. Is your claim more than S\$10,000, but not more than S\$20,000?

If "Yes", please answer Question 6.

6. Is there a signed consent by all parties to appear at the Small Claims Tribunal ?

If "Yes" please proceed to file your claim according to claim procedure. If "No", please note that the Tribunals have no powers to hear your claim. However, you may wish to consider limiting your claim up to S\$10,000. If you choose to do this, you cannot later claim for the remainder sum.