



Coimisiún um
Iomaíocht agus
Cosaint Tomhaltóirí

Competition and
Consumer Protection
Commission

Consumer Protection List 2021

In accordance with section 86 of the Consumer Protection Act 2007, as amended.

1 January 2021 to 31 December 2021



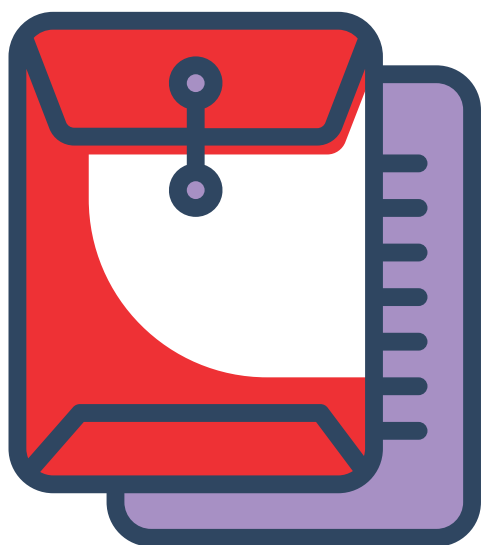
Consumer Protection List 2021

The Competition and Consumer Protection Commission (CCPC) strives to improve consumer welfare across the economy by promoting compliance with, and enforcing where necessary, over 40 legislative instruments, including consumer protection law.

The Consumer Protection Act 2007 (CPA) provides a range of enforcement measures to help the CCPC achieve business compliance with consumer protection law, escalating from engagement, to administrative action, to criminal prosecution. When an enforcement action has been taken, the CCPC is required to keep and maintain a Consumer Protection List (CPL) which details companies and individuals who have been subject to the following enforcement actions under the CPA:

- A fine or other penalty has been imposed by a court.
- A prohibition order has been made.
- An undertaking has been given.
- A compliance notice has taken effect.
- A fixed payment notice has been paid.

The CPL contains the names and addresses of the relevant companies and individuals together with a description of the trade, business or profession and any particulars the CCPC may consider appropriate in respect of the enforcement actions.



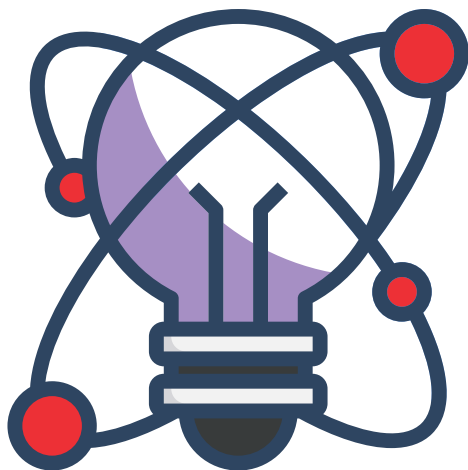
In addition to the enforcement actions detailed in the CPL, the CCPC undertakes a range of activities to increase business compliance with consumer protection law. Further details of CCPC activities in relation to consumer protection can be found in our Annual Reports.

In 2021, the following enforcement actions were completed:

- Twenty four (24) Compliance Notices were served on on traders in counties Donegal, Dublin, Clare, Cork, Galway and Mayo.
- Ten (10) Fixed Payment Notices were served on traders in counties Carlow, Clare, Cork, Kerry, Mayo and Dublin.

Additional details of the enforcement actions can be found from Page 8.

2021 Highlight: Innovate



When consumers purchase a product, they do so in good faith and trust the product they have ordered will be delivered on time. It is illegal for traders to engage in misleading commercial practices and provide misleading information to consumers.

In October 2021, the CCPC took enforcement action against Mr Umar Anwar, trading at Innovate. This followed a number of complaints by consumers who placed orders for Sony PlayStation 5s, but failed to receive them or a refund.

From October 2020, Mr Anwar had advertised a pre-order sale of Sony PlayStation 5s, with stock due to arrive in the first week of December. Pre-orders for the product had to be paid for in advance. The PlayStation 5 was in particularly high demand in the run up to Christmas, with shortages of the product widely reported. Following several delays, some consumers who pre-ordered PlayStations from Mr Anwar were instructed to collect their orders at a specific date and time. However, the store was closed when they arrived. Other consumers reported making repeated unsuccessful attempts to get an update on their delivery, or to exercise their right to cancel their order and obtain a refund. None of the consumers who contacted the CCPC reported receiving a Sony PlayStation 5 at any stage.

Following an investigation, the CCPC determined that Mr Anwar had engaged in a prohibited commercial practice by advertising and selling products without disclosing that the trader may not be able to supply, the product. The CCPC found that Mr Anwar had also provided misleading information to consumers about the availability of the product; the date and method of delivery; where the products were being sourced from; the handling of their complaints; and the supply process.

The CCPC concluded that Mr Anwar had breached consumer protection law and served him with a Compliance Notice which addressed these contraventions.



2021 Highlight: Buying Online

As the COVID-19 crisis carried on into 2021, consumers continued to shop online more than ever before whilst the impact of Brexit caused challenges for both traders and consumers.

The CCPC's Consumer Protection Division monitors trader compliance with consumer protection legislation both online and in store. In store inspections proved challenging in 2021 due to COVID-19 and CCPC compliance inspections in 2021 continued to focus on online traders. Over 60 websites selling goods and services were inspected for consumer protection legislation requirements.

Where the CCPC identified breaches of consumer protection legislation during our compliance inspections, enforcement action was taken.



Brexit means changes
for online shopping.



Find more at [ccpc.ie](https://www.ccpc.ie)
or call **01 402 5555**



Brexit

In January 2021, a Consumer FAQ was developed with tips and advice on what online shoppers should look out when purchasing products from within the European Union and from a third country. The CCPC also ran a public information campaign on radio, social media and digital channels to inform and boost awareness of changes for consumers.

2021 Highlight: Buying Online

Black Friday

Ahead of November's Black Friday and Cyber Monday sales, the CCPC reminded online shoppers of the importance of checking where a business is based before they buy. This followed research, commissioned by the CCPC, which showed the majority of those who shop online look to the currency and IP address of the website before they buy goods.

The CCPC reminded consumers that neither can be used as guarantees of a business's location and urged them to check for a registered address before they buy, to ensure they have strong rights under EU consumer protection law.

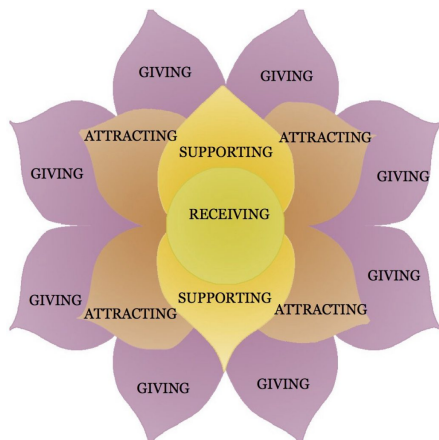


Christmas warning

At any time of the year, if there is high consumer demand for certain products or services, it can provide an opportunity for ill-intentioned traders to take advantage.

Conscious of the potential impact of COVID-19 and Brexit related shipping delays and stock shortages on Christmas shopping plans, in November, the CCPC advised consumers of how to protect themselves from rogue traders when shopping for Christmas.

2021 Highlight: Pyramid Promotional Schemes



Pyramid promotional schemes generally work by offering individuals the opportunity to buy into a scheme. This money goes to those above the individual in the pyramid. Participants in the scheme can recoup their original investments and qualify for a pay-out by recruiting new members who join the pyramid below them. In theory, the further up the pyramid a participant is, the more money they will get.

As is the case in all pyramid promotional schemes, inevitably the supply of potential investors runs out and the scheme collapses leading to the majority of those involved losing their money. Pyramid promotional schemes are illegal and those who knowingly participate in them are liable for prosecution.

In March 2021, the CCPC issued a warning about a particular pyramid promotional scheme that used the image of a flower and referred to flowers or petals.

Consumers reported that they were encouraged to make an initial investment of €150 and then recruit others to invest.

They were told that once they recruited more people they would move to the next tier of the model. This would supposedly continue until the participant reaches the centre of the model and then makes a return on their investment.

A media statement warning consumers not to engage with the scheme was also issued to media outlets nationwide. The warning was widely reported with over 70 articles appearing across print, broadcast and online media.



Consumer protection enforcement measures under the Consumer Protection Act

Fixed Payment Notice

A Fixed Payment Notice (FPN) is a set fine of €300 that the CCPC can issue to a trader if they don't display prices properly or provide certain required information to a consumer. An FPN can also be issued in some cases if a consumer is charged extra or is not refunded properly. An FPN must be paid within 28 days. More than one FPN may be issued to a trader. Failure to pay an FPN is an offence that may be prosecuted by the CCPC [s.85 CPA].



An Undertaking

An undertaking is a formal written agreement between the CCPC and a trader where a trader agrees to take certain actions. Undertakings can include an agreement to take action to address a breach of the law. That agreement could include actions such as publishing a corrective statement or paying compensation to a consumer [s.73 CPA].



Compliance Notice

A Compliance Notice (CN) is a written legal notice that the CCPC can issued to a trader who has committed a 'prohibited act or practice' or is currently committing a 'prohibited act or practice'. The CN tells the trader that they have to fix the issue and make things right. A trader can appeal a CN to the District Court within 14 days. If a trader does not carry out the instructions in the CN they will be breaking the law and can be taken to Court [s.75 CPA].

Prohibition Order

A Prohibition Order is a legal order that is issued by the Circuit Court or the High Court to a trader to tell them not to do something that is illegal under the CPA. Under Section 71 of the CPA, any person, including the CCPC, can apply to the Circuit or the High Court for a Prohibition Order.

Prosecution

A prosecution is when the CCPC take a trader to court because they have broken the law set out in the CPA. Prosecuting a trader who has broken the law is the ultimate sanction available to the CCPC. A trader can be issued with high fines and even a jail sentence. If convicted, the trader can also have to pay the cost of the CCPC taking the case to Court.

Compliance Notices pursuant to section 75 of the Consumer Protection Act 2007

Total Number of Compliance Notices that took effect: 24

Relevant Legislation:

Engaging in a prohibited commercial practice contrary to section 42(1) of the Consumer Protection Act 2007 as described by section 43(2) and section 43(3)(j) and thus committing an offence contrary to section 47 of the Consumer Protection Act 2007.

Designers Rebellion Limited, is a trader operating the website www.voga.com selling furniture. During an inspection of the website, the CCPC found that the trader provided information that would be likely to deceive or mislead consumers as to their rights, regarding their legal rights under European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (S.I. 484/2013-) ('the CRD Regulations'), namely placing a time limit on cancellation of orders and subjecting them to an administration fee to be deducted from the order value.

On 22 January 2021, the CCPC served a Compliance Notice on the Company Secretary of Designers Rebellion Limited directing the trader to do the following:

- Cease engaging in the prohibited commercial practice as described by section 43(2) and section 43(3)(j) and contrary to section 47 of the Consumer Protection Act 2007.
- Provide to consumers with whom it concludes distance contracts, information with respect to consumers' rights, in accordance with the CRD Regulations.
- Provide consumers with a cancellation period which expires 14 days from receipt by the consumers of the goods.

Designers Rebellion Limited, is a trader operating the website www.voga.com selling furniture. During an inspection of the website, the CCPC found that the trader provided information that would be likely to deceive or mislead consumers as to their rights, namely by placing a 7 day limit on reporting a faulty good that was delivered.

On 22 January 2021, the CCPC served a Compliance Notice on the Company Secretary of Designers Rebellion Limited directing the trader to do the following:

- Cease engaging in the prohibited commercial practice as described by section 43(2) and section 43(3)(j) and contrary to section 47 of the Consumer Protection Act 2007.
- Provide consumers with Terms and Conditions which do not mislead consumers as to their legal rights as provided by the CSD regulations.

N4 Autopoint Limited, previously trading at N4 Business Park, Lower Kennelsfort Road, Palmerstown, Dublin D20 is a trader selling second hand motor vehicles. N4 Autopoint sold a motor vehicle, which was discovered to have an odometer discrepancy, to a consumer. When it was discovered that there was a mileage discrepancy, this vehicle was returned to N4 Autopoint. An employee of N4 Autopoint then posed as a private seller and sold the same vehicle, knowing about the odometer discrepancy, to another consumer.

On 26 January 2021, the CCPC served a Compliance Notice on N4 Autopoint Limited, directing it to do the following:

- Compensate the consumer €1,500.00.
- To provide true and accurate information in all communications, including advertisements, to consumers with respect to the usage and prior history of every motor vehicle advertised or offered for sale.
- To ensure that appropriate due diligence is carried out on the history and usage of every motor vehicle offered for sale.
- To ensure that a record of the due diligence carried out on the history and usage is maintained for a period of three years from the date of advertisement or the date of sale. This record must be made available to the CCPC for inspection on request.

Damien Byrne, an employee of **N4 Autopoint Limited**, previously trading at N4 Business Park, Lower Kennelsfort Road, Palmerstown, Dublin D20 posed as a private seller to sell a vehicle with an odometer which had been tampered with to reflect a less than true mileage. Damien Byrne, having been made aware that the vehicle had an odometer which had been tampered with, advertised and sold the vehicle for sale on an online sales platform using a false name. He told the consumer he was selling the vehicle in a private capacity, and failed to tell them that he was an employee of N4 Autopoint Limited or that the odometer of the vehicle had been tampered with.

On 26 January 2021, the CCPC served a Compliance Notice on Damien Byrne, directing him to do the following:

- To provide true and accurate information in all trader's communications, including advertisements, to consumers with respect to the usage and prior history of every motor vehicle advertised or offered for sale by the trader, whether on behalf of a trader's employer or otherwise.
- To ensure that appropriate due diligence is carried out on the history and usage of every motor vehicle offered for sale by the trader, whether on behalf of the trader's employer or otherwise.
- To ensure that a record of the due diligence carried out on the history and usage is maintained for a period of three years from the date of advertisement or the date of sale, whether on behalf of the trader's employer or otherwise. This record must be made available to the CCPC for inspection on request.

Harvey Norman Trading (Ireland) Limited, trading at 1st Floor, Brent House, Swords Business Park, Swords, Co. Dublin, K67 Y2V0, is a trader operating the website www.harveynorman.ie, selling consumer goods including electric appliances, furnishings and household goods online. During an inspection of the website, the CCPC found that the trader provided information that would be likely to mislead consumers as to the correct conditions, time limit and procedures for exercising their cancellation rights, namely the time period provided on the website to cancel distance contracts was not in accordance with consumers' cancellation rights.

On 29 March 2021, the CCPC served a Compliance Notice on Harvey Norman Trading (Ireland) Limited, directing it to do the following:

- To amend the website harveynorman.ie to ensure that information provided to consumers accurately reflects the legal rights of a consumer regarding the correct conditions, time limit and procedures for exercising consumers' cancellation rights, in accordance with the CRD Regulations.

Harvey Norman Trading (Ireland) Limited, trading at 1st Floor, Brent House, Swords Business Park, Swords, Co. Dublin, K67 Y2V0, is a trader operating the website www.harveynorman.ie, selling consumer goods including electric appliances, furnishings and household goods. During an inspection of the website, the CCPC found that the trader provided information that would be likely to mislead consumers as to their rights, namely by referring to revoked legislation for consumers rights on their website.

On 29 March 2021, the CCPC served a Compliance Notice on Harvey Norman Trading (Ireland) Limited, directing it to do the following:

- To remove reference to revoked legislation as the legal basis for the legal rights that consumers can avail of under a contract.

Ticketline Unlimited Company, trading as Ticketmaster Ireland, is a trader operating the website, www.ticketmaster.ie selling tickets for events. During an inspection of the website, the CCPC found that the information available to consumers was likely to deceive or mislead consumers regarding the existence of a right of cancellation, and the conditions, time limits and procedures for exercising the right of cancellation for distance contracts, namely by stating that gift cards were non-refundable and non-returnable.

On 01 April 2021, the CCPC served a Compliance Notice on Ticketmaster Unlimited Company, directing the trader to do the following:

- Amend the "Terms and Conditions" section of its website to ensure that the information available to consumers regarding the existence of a right of cancellation, and the conditions, time limits and procedures for exercising the right of cancellation for distance contracts, accurately reflects the legal rights a consumer may avail of under the CRD Regulations.

Adi Motoring Ltd, trading as RSA School of Motoring, is a trader operating the website www.rsaschoolofmotoring.ie. The trader provided misleading information to consumers seeking to conclude a distance contract on the website, namely that refunds issued are subject to a €20 administration fee and online transaction fees are non-refundable.

On 27 May 2021, the CCPC served a Compliance Notice on Adi Motoring Ltd, directing the trader to do the following:

- Amend the information in the “T&CS, CANCELLATION AND REFUND POLICY” area of the website to ensure that the information available to consumers regarding the conditions, time limits and procedures for exercising the right of cancellation for distance service contracts accurately reflects the legal rights a consumer may avail of under the CRD Regulations.

Custom Computers & Technologies Limited, trading as CustomPC at Unit C9, Enterprise Business Park O’Brien Road Co. Carlow, is a trader operating the website www.custompc.ie, selling consumer goods including electronic equipment. During an inspection of the website, the CCPC found that the trader provided information concerning refund conditions and the timeframe for processing refunds that misled consumers as to their rights.

On 01 June 2021, the CCPC served a Compliance Notice on the Company Secretary of Custom Computers & Technologies Limited, directing the trader to do the following:

- Amend the website, www.custompc.ie, to ensure that the information available in the terms and conditions regarding refund conditions and the timeframe for processing refunds for exercising the right to cancel reflects the legal rights a consumer may avail of under the CRD Regulations.

Custom Computers & Technologies Limited, trading as CustomPC at Unit C9, Enterprise Business Park O’Brien Road Co. Carlow, is a trader operating the website www.custompc.ie, selling consumer goods including electronic equipment. During an inspection of the website, the CCPC found that the trader provided information concerning the delivery conditions, procedures and refunds that would be likely to mislead consumers as to their rights.

On 01 June 2021, the CCPC served a Compliance Notice on the Company Secretary of Custom Computers & Technologies Limited, directing them to do the following:

- Amend the website to ensure that the information available to consumers in terms and conditions regarding the delivery conditions, procedures and refunds for exercising the right of cancellation for distance contracts accurately reflects the legal rights a consumer may avail of under the CRD Regulations.

Meadows & Byrne Limited, trading at Blarney Woolen Mills, Blarney, Cork T23 H63K, is a trader operating the website www.meadowsandbyrne.com, selling consumer goods including furniture. During an inspection of the website, the CCPC found that the trader provided information that is likely to cause the average consumer to be deceived or misled as to their rights, namely that goods can only be returned if they are flawed or incorrect and that a restocking charge of 20% will be applied to the item.

On 03 June 2021, the CCPC served a Compliance Notice on the Company Secretary of Meadows & Byrne Limited, directing the trader to do the following:

- Remove misleading information from its website.
- Ensure the information available to consumers regarding return and refund conditions accurately reflects the legal rights a consumer may avail of under the CRD Regulations.

Castlebar Tool Hire Company Limited, trading as Totally Toys at Moneen Industrial Estate, Castlebar, Co Mayo, is a trader operating the website www.totallytoys.ie, selling consumer goods including children's toys. During an inspection of the website, the CCPC found that the trader provided information that would be likely to cause the average consumer to be deceived or misled as to their rights, namely that a consumer has 7 days to cancel their order and that €6.99 will be deducted from a refund to cover carriage expenses.

On 25 June 2021, the CCPC served a Compliance Notice on the Company Secretary of Castlebar Tool Hire Company Limited, directing the trader to do the following:

- Remove misleading information and remedy the prohibited acts or practices identified.
- Amend the website www.totallytoys.ie to ensure that the information available regarding conditions, time limits and procedures for exercising the right of cancellation for distance contracts on the website accurately reflects the legal rights a consumer may avail of under the CRD Regulations.

Flanagans Online Limited, trading at Aileach Road, Buncrana, Co.Donegal, is a trader operating the website www.flanagans.ie, selling consumer goods including furniture. During an inspection of their website, the trader was found to have provided information that would be likely to deceive or mislead consumers as to their rights, namely that there was a 20% restocking fee as a cost of returning goods.

On 15 July 2021, the CCPC served a Compliance Notice on the Company Secretary of Flanagans Online Limited, directing the trader to do the following:

- Remove misleading information provided to consumers on the website www.flanagans.ie, as identified.
- Remedy the contraventions which were identified within the compliance notice.

Ogalas Unlimited Company, trading as Home Store and More, with an address at Unit 4 Parkway House, Ballymount Drive, Dublin 12, D12 ECR9, is a trader operating the website www.homestoreandmore.ie, selling consumer goods including homeware. During an inspection of their website, the trader was found to have provided information that would be likely to deceive or mislead consumers as to their rights, namely that there was a 7 days “cooling off period” for which to cancel and notice to cancel must be provided via a contact page or telephone call.

On 15 July 2021, the CCPC served a Compliance Notice on the Company Secretary of Ogalas Unlimited Company, directing the trader to do the following:

- Remove misleading information provided to consumers on the website www.homestoreandmore.ie, as identified.
- Ensure that the information available to consumers regarding the conditions, time limits and procedures for exercising the right of cancellation for distance contracts on the website accurately reflects the legal rights a consumer may avail of under the CRD Regulations.

Zipcore Limited, trading at Nesta Building, 4-5 Burton Hall Road, Sandyford, Dublin, D18 A094, is a trader operating the website www.zipcore.ie, selling goods including Personal Protective Equipment and consumer electronic goods such as mobile phones. During an inspection of the website, the CCPC found that the trader provided information that would be likely to deceive or mislead consumers as to their rights, namely on the conditions, time limits and procedures for exercising the right of cancellation of a distance contract.

On 30 July 2021, the CCPC served a Compliance Notice on Zipcore Limited, directing it to do the following:

- Remedy the contraventions identified to ensure that they are not engaging in a prohibited act or practice.

Zipcore Limited, trading at Nesta Building, 4-5 Burton Hall Road, Sandyford, Dublin, D18 A094, is an online trader operating the website www.zipcore.ie, selling goods including Personal Protective Equipment and consumer electronic goods such as mobile phones. During an inspection of the website, the CCPC found that the trader provided information that would be likely to deceive or mislead consumers as to their rights, namely that goods which have been delivered damaged must be notified within 24 hours of delivery.

On 30 July 2021, the CCPC served a Compliance Notice on Zipcore Limited, directing it to do the following:

- Remedy the contraventions identified namely, to remove the timeframe within which the consumer must notify Zipcore Limited of the lack of conformity of the goods.

Mr Umar Anwar trading at Innovate, trading at 12 Parnell St, Ennis, Co. Clare, V95 XE13, is a trader selling consumer electronic goods including the Sony Playstation 5 games console. The CCPC received a number of complaints from consumers who had purchased the Sony Playstation 5 games console from the trader online but had not received it and, furthermore, when they attempted to contact the trader for a reimbursement they were unable to do so. On 11 October 2021, the CCPC served a Compliance Notice on Umar Anwar, directing him to do the following:

- Cease engaging in the prohibited commercial practice as described by section 43(2), 43(3)(b)(xi), 43(3)(b)(xii), 43(3)(f)(i) and section 43(3)(i) and contrary to section 47 of the Consumer Protection Act 2007.
- Reimburse in full all consumers who purchased a Playstation 5 but did not receive the goods they purchased.
- Cease engaging in the prohibited commercial practice as described by section 55 (1)(l) and contrary to section 56 of the Consumer Protection Act 2007.

Inter Trade & Marketing (I.T.M.) Limited, trading as Avalon Design at Ground Floor, 71 Lower Baggot Street, Dublin D02 P593, is a trader operating the website www.avalondesign.ie, selling consumer goods including furniture and home furnishings. During an inspection of the website, the CCPC found the trader provided information which would be likely to deceive or mislead consumers regarding their rights and the trader's obligations, namely that once cancelled the full costs of shipping and handling will have to be paid by the consumer and that the buyer has 14 days to form the opinion and to return the goods.

On 10 November 2021, the CCPC served a Compliance Notice on the Company Secretary of Inter Trade & Marketing (I.T.M.) Limited, directing the trader to do the following:

- Remove misleading information from their website.
- Ensure that the information available to consumers regarding the refund conditions, time limits and procedures for exercising the right of cancellation for distance contracts on the website accurately reflects the legal rights a consumer may avail of under the CRD Regulations.

Feely Consulting Limited, trading as Handy Hardware, trading at Unit 14, Churchtown Business Park, Beaumont Avenue, Churchtown, Dublin 14, D14 W257, is a trader operating the website www.handyhardware.ie, selling consumer goods including power tools. During an inspection of their website, the trader was found to have provided information likely to deceive or mislead consumers as to the rights of consumers in the event of a cancellation, namely that in the event of a cancellation that the trader shall reimburse all payments excluding any for delivery.

On 10 November 2021, the CCPC served a Compliance Notice on the Company Secretary of Feely Consulting Limited, directing the trader to do the following:

- Remove the misleading information on their website.
- Ensure that the information available to consumers in any terms and conditions accurately reflects the legal rights that a consumer may avail of under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013.

Wheelie Bin Storage Ireland Limited, trading as WBS Ireland, trading at 35 Hillsbrook Grove, Perrystown, Dublin 12, D12HD93, is a trader operating the website www.wbsireland.ie, selling consumer goods including bin sheds. During an inspection of their website, the trader was found to have provided information likely to mislead or deceive consumers with regards to the obligations of traders in the event of a cancellation, namely that to cancel a contract the consumer must notify them in writing and return the products at their own cost and risk.

On 10 November 2021, the CCPC served a Compliance Notice on the Company Secretary of Wheelie Bin Storage Ireland Limited, directing the trader to do the following:

- Remove the misleading information from their website.
- Ensure that the information in their terms and conditions regarding the time limit and procedures accurately reflects the legal rights that a consumer may avail of under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013.

Relevant Legislation

Contravening a relevant enactment specified in Schedule 5 to the Consumer Protection Act 2007, namely the European Union (Online Dispute Resolution for Consumer Disputes) Regulations 2015 (S.I. No. 500 of 2015), as amended.

Zipcore Limited, trading at Nesta Building, 4-5 Burton Hall Road, Sandyford, Dublin, D18 A094, is an online trader operating the website www.zipcore.ie, selling consumer goods including Personal Protective Equipment and electronic goods such as mobile phones. During an inspection of the website, the CCPC found that the trader failed to provide an electronic link to the Online Dispute Resolution platform.

On 30 July 2021, the CCPC served a Compliance Notice on Zipcore Limited, directing it to do the following:

- When entering online sales contracts with consumers to comply with Article 14(1) of the EU Regulation on Consumer ODR and provide on the trader's website(s) an electronic link to the ODR platform which is easily accessible to consumers.

Relevant Legislation

Failing to provide the information requirements set out in paragraph (1)(a) of Regulation 10 of the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (S.I. No. 484 of 2013).

Jeremy Franco of Carahealth, trading at 23 Waterlane, Prospect Hill, Galway, H91 VH9X, is a trader operating the website www.carahealth.ie, selling consumer goods including health products. During an inspection of the website, the CCPC found the trader to be in breach of the requirement to provide information regarding consumer rights and trader's obligations, namely the consumers right to cancel a distance contract.

On 25 June 2021, the CCPC served a Compliance Notice on Jeremy Franco of Carahealth, directing them to do the following:

- Comply with the obligations set out in paragraph (1)(a) of Regulation 10 of the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013.
- Ensure that the information available regarding conditions, time limits and procedures for exercising the right of cancellation for distance contracts on the website accurately reflects the legal rights a consumer may avail of under the CRD Regulations.
- Ensure the trader's legal obligation to make available a model cancellation form to consumers is complied with.

Relevant Legislation

Failing to give or make available to consumers an electronic mail address when providing a relevant service as required under the relevant enactment specified in Schedule 5 to the Consumer Protection Act 2007, namely the European Communities (Directive 2000/31//EC) Regulations 2003 (S.I. No. 68/2003).

BWG Foods Unlimited Company trading as Londis Ireland at BWG House, Greenhills Road, Tallaght, Dublin 24, is a trader operating the website www.londisonline.ie, selling consumer goods including groceries. During an inspection of the website, it was found that the trader had failed to provide its contact details as the service provider, namely an electronic mail address to allow them to be contacted rapidly and communicated with in a direct and effective manner.

On 03 June 2021, the CCPC served a Compliance Notice on the Company Secretary of BWG Foods Unlimited Company, directing them to do the following:

- Amend their website to ensure that an electronic mail address is provided which is easily, directly and permanently accessible to recipients of the service and which allows BWG Foods Unlimited Company to be contacted rapidly and communicated with in a direct and effective manner.

Relevant Legislation

Engaging in a prohibited act or practice, as described by paragraph 6(a) of Regulation 86 of the European Union (Payment Services) Regulations 2018

Adi Motoring Ltd, trading as RSA School of Motoring at Cookstown Road, Unit 81C Cookstown Industrial Estate, Dublin 24, is a trader operating the website www.rsaschoolofmotoring.ie. During an inspection of the website, the trader was found to request charges for the use of a payment card, namely that all online payments were subject to a 2% transaction fee.

On 27 May 2021, the CCPC served a Compliance Notice on Adi Motoring Ltd, directing the trader to do the following:

- Amend the information provided in the “T&CS, CANCELLATION AND REFUND” area of the website, and to cease requesting charges from consumers for the use of payment cards in contravention of the Payment Services Regulations.

Fixed Payment Notices pursuant to section 85 of the Consumer Protection Act 2007

Total Number of Fixed Payment Notices (FPNs): 10

Relevant legislation

Failing to give or make available to consumers before binding them to a distance contract, where a right to cancel the contract existed, the cancellation form set out in Part B of Schedule 3 of the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (S.I. No. 484 of 2013).

Custom Computers & Technologies Limited trading as CustomPC at Unit C9, Enterprise Business Park O'Brien Road Co. Carlow, is a trader operating the website www.custompc.ie, selling consumer goods including electronic equipment. The trader was required to make a cancellation form available to consumers before they were bound to a distance contract, in compliance with the CRD Regulations. During an inspection of the website, the CCPC found the trader to be in breach of this requirement.

Hanley's Home and Garden Centre Limited, operating the website, www.hanleysofcork.com. The trader was required to provide a model cancellation form to consumers on its website, before they were bound to a distance contract. During an inspection of the website, the CCPC had found the trader to be in breach of this requirement.

Castlebar Tool Hire Company Limited trading as Totally Toys at Moneen Industrial Estate, Castlebar, Co Mayo, is a trader operating the website www.totallytoys.ie, selling consumer goods including children's toys. The trader was required to make a cancellation form available to consumers before they were bound to a distance contract, in compliance with the CRD Regulations. During an inspection of the website, the CCPC found the trader to be in breach of this requirement.

Ogalas Unlimited Company (trading as Home Store and More), with an address at Unit 4 Parkway House, Ballymount Drive, Dublin 12, D12 ECR9, is a trader operating the website www.homestoreandmore.ie, selling consumer goods including homeware. The trader was required to make a cancellation form available to consumers before they were bound to a distance contract, in compliance with the CRD Regulations. During an inspection of the website, the CCPC found the trader to be in breach of this requirement.

World of Wonder Limited trading at O'Connor World of Wonder, Osm Park, Monavalley Business Park, Tralee, Co. Kerry, is a trader operating the website www.worldofwondertoys.ie, selling consumer goods including children's toys. The trader was required to make a cancellation form available to consumers before they were bound to a distance contract, in compliance with the CRD Regulations. During an inspection of the website, the CCPC found the trader to be in breach of this requirement.

Relevant legislation

Failing to indicate the unit price of a product, in contravention of Regulation 5(1) of the European Communities (Requirements to Indicate Product Prices) Regulation 2002.

BWG Foods Unlimited Company trading as Londis Ireland at BWG House, Greenhills Road, Tallaght, Dublin 24, is a trader operating the website www.londisonline.ie, selling consumer goods including food and beverages. The trader was required to display the unit price of goods offered for sale. During an inspection of the website, the CCPC found the trader to be in breach of this requirement by failing to provide the unit price of a product.

Musgrave Retail Partners Ireland Limited (trading as Centra), Ballycurreen, Airport Road, Cork, is a trader operating the website, www.centra.ie. The trader was required to display the unit price of goods offered for sale, During an inspection of the website, the CCPC had found the trader to be in breach of this requirement by failing to provide the unit price of the product.

Feely Consulting Limited (trading as Handy Hardware), trading at Unit 14, Churchtown Business Park, Beaumont Avenue, Churchtown, Dublin 14, D14 W257, is a trader operating the website www.handyhardware.ie. The trader was required to display the unit price of goods offered for sale, During an inspection of the website, the CCPC had found the trader to be in breach of this requirement.



Relevant legislation

Failing to give or make available to consumers the following information specified in Schedule 2 of the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (S.I. No. 484 of 2013) in contravention of Regulation 12(1) and Regulation 12(2) of the CRD Regulations;

“(c) if the trader is acting on behalf of another trader, the geographical address and identity of that trader;

(e)(ii) the geographical address of- where the trader acts on behalf of another trader, the place of business of that other trader, if different from the address provided in accordance with paragraph (c);

(l) where a right to cancel exists, the conditions, time limit and procedures for exercising that right in accordance with Regulation 17;

(p) in the case of a sales contract, the existence of a legal obligation on the trader to supply goods that are in conformity with the contract.”

Umar Anwar trading at Innovate, trading at 12 Parnell St, Ennis, Co. Clare, V95 XE13, is a trader selling goods including electronic goods such as the Sony Playstation 5 games console. The CCPC received a number of complaints from consumers who had purchased the Sony Playstation 5 games console from the trader but had not received it and furthermore, when they attempted to contact the trader to make a reimbursement they were unable to contact the trader.

When concluding a distance contract, the trader was required to provide confirmation of the contract as well as specified information on a durable medium. The trader failed to provide consumers with the following:

- The geographical address and identity of the trader.
- Where a right to cancel exists, the conditions, time limit and procedures for exercising that right.
- Where applicable, that the consumer will have to bear the cost of returning the goods in case of cancellation of the contract and, in the case of distance contracts, if the goods by their nature cannot be normally returned by post, the cost of returning the goods.
- In the case of a sales contract, the existence of a legal obligation on the trader to supply goods that are in conformity with the contract.



Relevant legislation

Failing to give or make available to consumers, before binding them to a distance contract, the following information specified in Schedule 2 of the CRD Regulations in plain and intelligible language and in a way appropriate to the means of distance communication used in contravention of Regulation 10(1)(a) of the CRD Regulations ;

“(c) if the trader is acting on behalf of another trader, the geographical address and identity of that trader;

“(l) where a right to cancel exists, the conditions, time limit and procedures for exercising that right in accordance with Regulation 17;

(m) where applicable, that the consumer will have to bear the cost of returning the goods in case of cancellation of the contract and, in the case of distance contracts, if the goods by their nature cannot normally be returned by post, the cost of returning the goods;

(p) in the case of a sales contract, the existence of a legal obligation on the trader to supply goods that are in conformity with the contract.”

Umar Anwar trading as Innovate, trading at 12 Parnell St, Ennis, Co. Clare, V95 XE13, is a trader selling consumer goods including electronic goods such as the Playstation 5 games console. The CCPC received a number of complaints from consumers who had purchased the Sony Playstation 5 games console but had not received it and furthermore, when they attempted to contact the trader to make a reimbursement they were unable to contact the trader.

The trader was required, but failed to provide to consumers, before binding them in a distance contract, the following:

- The geographical address and identity of the trader.
- Where a right to cancel exists, the conditions, time limit and procedures for exercising that right.
- Where applicable, that the consumer will have to bear the cost of returning the goods in case of cancellation of the contract and, in the case of distance contracts, if the goods by their nature cannot be normally returned by post, the cost of returning the goods.
- In the case of a sales contract, the existence of a legal obligation on the trader to supply goods that are in conformity with the contract.

