



Coimisiún um
Iomaíocht agus
Cosaint Tomhaltóirí

Competition and
Consumer Protection
Commission

CONSUMER PROTECTION LIST

1 January - 31 December 2022

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

CONSUMER PROTECTION LIST 2022

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 other details the CCPC considers appropriate. 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 2022, the following consumer protection enforcement actions were completed:

- Three traders, in counties Carlow, Dublin, and Meath, were prosecuted in court.
- Fifteen compliance notices were served on traders in counties Clare, Donegal, Dublin, Kerry, Meath and Wexford.
- Seventeen fixed payment notices were served on traders in counties Cork, Dublin, Limerick and Kerry.

Additional details of the enforcement actions can be found from Page 7.

The Consumer Rights Act 2022 (CRA) commenced in November 2022. This new legislation brought about a number of positive changes, including stronger consumer rights, protections and remedies across a number of key areas.

The enforcement actions stemming from the CRA will feature in future Consumer Protection Lists.

2022 HIGHLIGHTS

ONLINE SHOPPING



Online shopping remains a priority area for the CCPC and we monitor trader compliance with consumer protection legislation both online and in store.

Throughout 2022, our Authorised Officers conducted 50 online inspections and 49 online re-inspections to assess businesses' compliance with various pieces of legislation including Online Dispute Resolution, Consumer Rights Directive and e-commerce regulations. 194 breaches of consumer legislation were identified.

141 of these breaches were rectified through engagement with traders. Eight compliance notices related to online shopping were issued where traders failed to rectify issues following engagement by the CCPC. The compliance notices were issued to traders who had provided inaccurate or misleading information to consumers about their rights and who had not provided the correct cancellation period.

Consumers were encouraged to learn more about their rights in a Black Friday information campaign featured on TV, cinema, online and on social media. The information campaign resulted in over 15,000 visits to our website, ccpc.ie.

SECOND-HAND CAR TRADERS

Buying a car is usually one of the most expensive purchases a consumer will make and consumer protections are particularly important. When buying a second-hand car, consumer safety is also a particular concern. Consumer protection laws don't just prevent consumers from losing their money; they also help protect consumers from dangerous products, including vehicles.

Under consumer protection law, it is an offence for traders to give false, misleading or deceptive information about the history of a car. Unless otherwise stated, a motor trader should complete due diligence, including car history checks, before making a car available for sale to a consumer. Consumers should be told if the car was previously involved in a car crash, was recorded as an insurance 'write off', or displays the wrong mileage.

Over 2022, the CCPC carried out a series of unannounced inspections in Cavan, Cork, Kerry, Mayo, Monaghan and Sligo of car traders who were suspected of selling clocked or previously crashed cars and had been subject of multiple complaints made to the CCPC. Search warrants were also executed as part of criminal investigations into a number of traders suspected of offenses of misleading commercial practices.

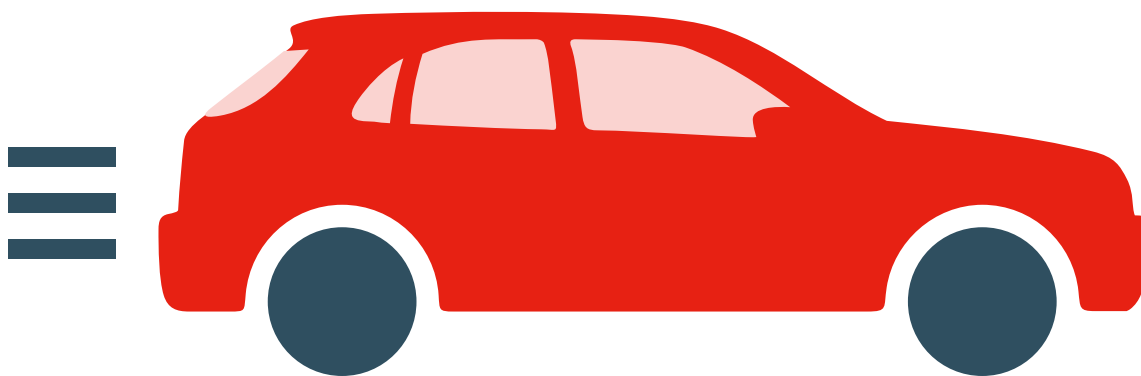
Two car dealers brought to court by the CCPC were found to have misled consumers about the history of the second-hand cars they were selling.

- In March 2022, **Fergus O'Donnell of Inclusive Car Sales, Park West Industrial Park, Dublin 12** was found to have advertised and sold a car with an incorrect ownership history and mileage which was understated by approximately 5%.
- Also, in March 2022, **Anthony Behan of Ratoath, Co. Meath** was found to have engaged in a misleading commercial practice by asserting that the car had not been previously crashed when he sold it to the consumer.

A trader cannot falsely claim or create the impression that they are acting in a personal rather than a business capacity when selling a car. Known as 'disguised traders', this is most commonly seen in online advertisements and it is illegal.

- In July 2022, **Jordan Black from Co. Carlow** was found to have misled a consumer who purchased a car from him in this way.

The CCPC helpline also provided information to 3,544 consumers who contacted us in relation to vehicle and transport matters.



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 fail to 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]. The level of FPN available to the CCPC is expected to increase in 2023 following the introduction of the Consumer Rights Act in 2022 which amends the Consumer Protection Act 2007.



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 issue 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.

LIST OF ENFORCEMENT ACTIONS 2022

PROSECUTIONS

Total number of prosecutions concluded in 2022: 3

Relevant legislation

Engaging in a misleading commercial practice prohibited under section 42 and as described by section 43(2) and 43(3)(b)(vi) contrary to section 47 of the Consumer Protection Act 2007.

Fergus O'Donnell of Inclusive Car Sales, Park West Industrial Park, Dublin 12, a trader operating as a second-hand car dealer, was found to have engaged in a misleading commercial practice by advertising and selling a car with an incorrect ownership history and mileage which was understated by approximately 5%.

The case concerned the sale of a 2010 Fiat 500, by Fergus O'Donnell of Inclusive Car Sales, to a consumer on 1 July 2017 for €5,350. The car was advertised for sale on DoneDeal.ie on 18 May 2017.

Following the purchase of the car, the car broke down while the consumer was driving. The consumer brought it to a mechanic who identified issues with the vehicle, namely problems with the power steering. The car was found to have an ownership history which had not been accurately advertised or disclosed and, in addition, the mileage of the vehicle was found to be understated by approximately 5%.

On 10 March 2022, Fergus O'Donnell pleaded guilty in the Dublin Metropolitan District Court to engaging in a misleading commercial practice. Fergus O'Donnell compensated the consumer in full and paid €5000 plus VAT (€6150 total) towards the CCPC's costs of investigating, detecting and prosecuting the offence. Judge Halpin applied section 1(1) of the Probation of Offenders Act 1901.

Relevant legislation

Engaging in a misleading commercial practice prohibited under section 42 and as described by section 43(2) and 43(3)(b)(vii) contrary to section 47 of the Consumer Protection Act 2007.

Anthony Behan of Ratoath, Co. Meath, a trader operating as a second-hand car dealer, was found to have engaged in a misleading commercial practice by asserting that a car had not been previously crashed when he sold it to the consumer. The case concerned the sale of a 2008 Mini One by Anthony Behan to a consumer on 25 September 2016.

The car was advertised for sale on DoneDeal.ie on 5 September 2016. During the course of the sale the consumer specifically asked Mr. Behan whether the vehicle had ever been involved in a crash. The consumer was told that the vehicle had not been involved in a crash. Based on this answer the consumer purchased the vehicle.

The following year, the car developed faults and it emerged that the vehicle had been involved in a crash previously. The consumer was advised to take the car off the road. The consumer attempted to contact Mr. Behan about the crashed car and received no satisfaction. On 25 March 2022 Anthony Behan pleaded guilty in the Dublin Metropolitan District Court and was convicted of an offence contrary to section 47 of the Consumer Protection Act 2007 for a misleading commercial practice. Judge Halpin imposed a fine of €500. Anthony Behan paid €7,100 compensation to the consumer.

Relevant legislation

Engaging in a misleading commercial practice prohibited under section 42 and as described by section 43(2) and 43(3)(b)(vii) contrary to section 47 of the Consumer Protection Act 2007.

Engaging in a prohibited commercial practice as described by section 55(1)(x)(i) and contrary to section 56 of the Consumer Protection Act 2007.

Jordan Black, from Co. Carlow, a trader operating as a second-hand car dealer, was found to have misled a consumer who purchased a car from him. Mr Black was convicted on charges of acting as a disguised trader and of misleading the consumer in relation to the mileage of the car.

The court heard that the CCPC opened an investigation following a complaint from a consumer who had bought a car from Mr Black. The consumer had purchased the car in question, an Opel Insignia, from a 'private seller' advertising on the DoneDeal.ie website. The consumer paid €4,200 for the car, which was seven years old at the time. While driving home after buying the vehicle, the consumer adjusted the odometer to display kilometres rather than miles, and discovered the actual mileage of the vehicle was 286,000 kms and not 178,000 kms, as he had been informed by Mr Black.

On 1 July 2022 Jordan Black was sentenced before Carlow District Court. He had earlier pleaded guilty on 8 December 2021 to two charges of engaging in a misleading commercial practice and engaging in a prohibited commercial practice concerning the sale of a car and operating as a disguised trader. Judge Power, in respect of the offence in which Mr Black deceived or misled the consumer as to the mileage of the vehicle, issued a €100 fine and ordered €2,500 compensation to be paid to the consumer. In relation to the disguised trader offence, Judge Power issued a €1,000 fine. The Court also directed that the sum of €2,000 be paid towards the CCPC's costs of investigating, detecting and prosecuting the offences.

COMPLIANCE NOTICES PURSUANT TO SECTION 75 OF THE CONSUMER PROTECTION ACT 2007

Total number of Compliance Notices that took effect: 15

Relevant legislation

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

Ryan Neary, trading as R Neary Motors, at Ballyellen Upper Inch, Gorey, Co.

Wexford, a trader operating as a second-hand car dealer. Mr Neary was found to have engaged in a misleading commercial practice by providing false information regarding a vehicle's usage or prior history. In 2020 Ryan Neary sold a BMW motor vehicle to a consumer. The consumer was not advised that the odometer reading was incorrect.

On 14 January 2022, the CCPC served a compliance notice on R Neary Motors and Ryan Neary, directing him to do the following:

- Provide true and accurate information in all communications, including advertisements, with or to consumers with respect to the usage and prior history of every motor vehicle advertised or offered for sale by him.
- Ensure that appropriate due diligence is carried out in respect of the history and usage of every motor vehicle offered for sale by him.
- 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 the advertisement or the date of sale, whichever is later.

Antanas Stankus of Foxlodge Woods, Ratoath, Co Meath, a trader operating as a second-hand car dealer. Mr Stankus was found to have engaged in misleading commercial practices by providing false information in relation to the usage or prior history of a motor vehicle; by omitting or concealing material information about two motor vehicles, and for making a representation or creating an impression that he was not acting for purposes related to his trade.

Mr Stankus placed several advertisements on DoneDeal.ie describing himself as a private seller. He subsequently sold three vehicles that had been previously crashed. He did not tell two of the consumers about the vehicles' prior history and provided false information to a consumer in respect of a third vehicle.

On 6 May 2022, the CCPC served a compliance notice on Mr Stankus of Foxlodge Woods, Ratoath, Co Meath directing him to do the following:

- Make compensation to Consumer A in the amount of €800, Consumer B in the amount of €900 and Consumer C in the amount of €500.
- Provide true and accurate information in all communications, including advertisements, with or to consumers with respect to the fact that he is acting for purposes related to his trade, business or profession, and is not a private seller when advertising or offering motor vehicles for sale and in relation to the usage and prior history of every motor vehicle advertised or offered for sale.
- Ensure that appropriate due diligence is carried out in respect of the usage and prior history of every motor vehicle offered for sale and that a record of the due diligence is maintained for a period of three years.

B&Q Ireland Limited, trading at B&Q, Airside Retail Park, Swords, Co. Dublin, a trader operating a DIY and home improvement store. During an inspection of their premises, the CCPC found that the trader engaged in a misleading commercial practice by providing information that would be likely to mislead consumers in relation to the price of the product, namely where the price displayed is lower than the price that is scanned and would be charged at the till and that this information would be likely to cause the average consumer to make a transactional decision that the average consumer would not otherwise make.

On 14 June 2022, the CCPC served a compliance notice on B&Q Ireland Limited, directing it to do the following:

- Cease engaging in the misleading commercial practice of providing false information in relation to the price of products, as described by section 43(1) and 43(3)(c) and contrary to section 47 of the Consumer Protection Act 2007.
- Amend its pricing practice to ensure that the price that the consumer has to pay for the product matches the displayed price.

HHGL (ROI) Limited, trading at Homebase, Unit C1/2, Northwood Ave, Gulliver's Retail Park, Santry, a trader operating a DIY and home improvement store. During an inspection of their premises, the CCPC found that the trader engaged in a misleading commercial practice by providing information that would be likely to mislead consumers in relation to the price of the product, namely where the price displayed is lower than the price that is scanned and would be charged at the till and that this information would be likely to cause the average consumer to make a transactional decision that the average consumer would not otherwise make.

On 14 June 2022, the CCPC served a compliance notice on HHGL (ROI) Limited, directing it to do the following:

- Cease engaging in the misleading commercial practice of providing false information in relation to the price of products, as described by section 43(1) and 43(3)(c) and contrary to section 47 of the Consumer Protection Act 2007.
- Amend its pricing practice to ensure that the price that the consumer has to pay for the product matches the displayed price.

Lidl Ireland GmbH, trading at Lidl, 8A Grangegorman Lower, Dublin 7, a trader operating a supermarket. During an inspection of their premises, the CCPC found that the trader engaged in a misleading commercial practice by providing information that would be likely to mislead consumers in relation to the price of the product, namely where the price displayed is lower than the price that is scanned and would be charged at the till and that this information would be likely to cause the average consumer to make a transactional decision that the average consumer would not otherwise make.

On 21 June 2022, the CCPC served a compliance notice on Lidl Ireland GmbH, directing it to do the following:

- Cease engaging in the misleading commercial practice of providing false information in relation to the price of products, as described by section 43(1) and 43(3)(c) and contrary to section 47 of the Consumer Protection Act 2007.
- Amend its pricing practice to ensure that the price that the consumer has to pay for the product matches the displayed price.

Mr Timothy McCarthy of McCarthy Motors, Sneem, Co Kerry, a trader selling fuel to consumers. During an inspection of the premises, the CCPC found that the trader engaged in a misleading commercial practice by providing information that would be likely to mislead consumers in relation to the price of the product, namely that the displayed price of fuel visible from the side of the road to a consumer intending to purchase fuel was lower than the price displayed on the fuel pumps and that information would be likely to cause the average consumer to make a transactional decision that the average consumer would not otherwise make.

On 19 July 2022, the CCPC served a compliance notice on Mr Timothy McCarthy, directing him to do the following:

- Cease engaging in the misleading commercial practice of providing false information in relation to the price of products, as described by section 43(1) and 43(3)(c) and contrary to section 47 of the Consumer Protection Act 2007.
- Amend his pricing practice to ensure that the displayed price of fuel visible from the side of the road matches the price displayed at the fuel pumps.

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.

Grattan Promotions Limited, G14, Swords Enterprise Park, Feltrim Road, Swords, Dublin, K67 EY15 a trader which operated the website www.grattansupplies.ie, selling hardware and DIY accessories including brand name products in areas such as power tools, work gear and DIY supplies. During an inspection of their website, the trader was found to have provided information likely to deceive or mislead consumers as to their rights and a trader's obligations, namely that consumers have 14 days to return products.

On 9 February 2022, the CCPC served a Compliance Notice on the Company Secretary of Grattan Promotions Limited, directing the trader to do the following:

- Amend their website to ensure the information available to consumers regarding cancellation rights in relation to distance sales contracts accurately reflects the legal rights a consumer may avail of under the CRD Regulations.

John McLoughlin, trading as Mac Autos, of Raheny, Dublin, a trader operating as a second-hand car dealer. Mr McLoughlin was found to have engaged in prohibited acts or practices by providing false information to a consumer in relation to a motor vehicle's usage or prior history and by omitting or concealing material information about a motor vehicle from another consumer.

On 12 July 2022, the CCPC served two Compliance Notices on Mr McLoughlin, trading as Mac Autos, directing him to do the following:

- Make compensation of €3,300 to one consumer and €4,100 to another.
- Provide true and accurate information in all communications, including advertisements, with or to consumers with respect to the usage and prior history of every motor vehicle advertised or offered for sale.
- Ensure that appropriate due diligence is carried out on the history and usage of every motor vehicle offered for sale and that a record of the due diligence is maintained for a period of three years.

The Dublin Mint Office Limited, 5th Floor, Beaux Lane House, Mercer Street Lower, Dublin 2, D02 DH60, a trader operating the website www.dublinmintoffice.ie, selling commemorative coins and gifts.

During an inspection of their website, the trader was found to have provided false information to consumers in relation to their rights and a trader's obligations, namely referring consumers to incorrect legislation in relation to consumer cancellation rights.

On 30 May 2022, the CCPC served a Compliance Notice on the Company Secretary of The Dublin Mint Office Limited, directing the trader to do the following:

- Amend their website to ensure the information available to consumers regarding cancellation rights in relation to distance sales contracts accurately reflects the legal rights a consumer may avail of under the CRD Regulations.

John McElhinney Unlimited Company, Main Street, Ballybofey, Co Donegal, a trader operating the website www.mcelhinneys.com, selling consumers goods including clothing and fashion accessories. During an inspection of their website, the trader was found to have provided information likely to deceive or mislead consumers as to their rights and a trader's obligations, namely that gift cards cannot be returned.

On 2 November 2022, the CCPC served a Compliance Notice on the Company Secretary of John McElhinney Unlimited Company, directing the trader to do the following:

- Amend their website to ensure the information available to consumers regarding cancellation rights in relation to distance sales contracts accurately reflects the legal rights a consumer may avail of under the CRD Regulations.

John McElhinney Unlimited Company, Main Street, Ballybofey, Co Donegal, a trader operating the website www.mcelhinneys.com, selling consumers goods including clothing and fashion accessories. During an inspection of their website, the trader was found to have provided information likely to deceive or mislead consumers as to their rights and a trader's obligations, namely that the consumer has 14 days from the date of receipt to return an item.

On 2 November 2022, the CCPC served a Compliance Notice on the Company Secretary of John McElhinney Unlimited Company, directing the trader to do the following:

- Amend their website to ensure information available to consumers regarding the time limits for exercising their cancellation rights in relation to distance sales contracts accurately reflects the legal rights a consumer may avail of under the CRD Regulations.

Phoenix Mobile and Communications Limited trading as Munster Tech Centre, 73 Upper O' Connell Street, Ennis Co. Clare, a trader operating the website www.munstertechcentre.ie, which sells consumer electronic goods. During an inspection of the website, the CCPC found the trader provided information which would be likely to deceive or mislead consumers as to their rights.

On 17 November 2022, the CCPC served a compliance notice on Phoenix Mobile and Communications Limited directing it to do the following:

- Amend their website to ensure information available to consumers regarding the time limits for exercising their cancellation rights in relation to distance sales contracts accurately reflects the legal rights a consumer may avail of under the CRD Regulations.

Phoenix Mobile and Communications Limited trading as Munster Tech Centre, 73 Upper O' Connell Street, Ennis Co. Clare, a trader operating the website www.munstertechcentre.ie which sells consumer electronic goods. During an inspection of the website, the CCPC found the trader provided information which would be likely to deceive or mislead consumers as to their rights.

On 17 November 2022, the CCPC served a compliance notice on Phoenix Mobile and Communications Limited directing it to do the following:

- Amend their website to ensure information available to consumers regarding the time limits for exercising their cancellation rights in relation to distance sales contracts accurately reflects the legal rights a consumer may avail of under the CRD Regulations.

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.

The Dublin Mint Office Limited, 5th Floor, Beaux Lane House, Mercer Street Lower, Dublin 2, D02 DH60, a trader operating the website www.dublinmintoffice.ie, selling commemorative coins and gifts. 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 19 July 2022, the CCPC served a Compliance Notice on the Company Secretary of The Dublin Mint Office Limited, directing the trader 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

Phoenix Mobile and Communications Limited trading as Munster Tech Centre, 73 Upper O'Connell Street, Ennis Co. Clare, a trader operating the website www.munstertechcentre.ie, which sells consumer electronic goods. 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 17 November 2022, the CCPC served a Compliance Notice on Phoenix Mobile and Communications 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

FIXED PAYMENT NOTICES PURSUANT TO SECTION 85 OF THE CONSUMER PROTECTION ACT 2007

Total number of Fixed Payment Notices (FPNs): 17

Relevant legislation

Failing to indicate the selling price of a product, in contravention of Regulation 4(1) of the European Communities (Requirements to Indicate Product Prices) Regulation 2002.

B&Q Ireland Limited, trading at B&Q, Airside Retail Park, Swords, Co. Dublin, a trader operating a DIY and home improvement store. The trader was required to display the selling price of goods offered for sale. During an inspection of their premises, the CCPC had found the trader to be in breach of this requirement.

Cedarglade Limited, trading at Centra, 4-6 King Street North, Dublin 7, a trader operating a supermarket. The trader was required to display the selling price of goods offered for sale. During an inspection of their premises, the CCPC had found the trader to be in breach of this requirement.

Circle K Ireland Energy Limited, trading at Circle K Omni, Omni Park Shopping Centre, Swords Road, Santry, Dublin, a trader operating a petrol station and convenience store. The trader was required to display the selling price of goods offered for sale. During an inspection of their premises, the CCPC had found the trader to be in breach of this requirement.

Corajio Unlimited Company, trading at Mr Price, Mile Height Retail Park, Tralee, Co Kerry, a trader operating a discounted retail store. The trader was required to display the selling price of goods offered for sale. During an inspection of their premises, the CCPC had found the trader to be in breach of this requirement.

Corajio Unlimited Company, trading at Mr Price, Mile Height Retail Park, Tralee, Co Kerry, a trader operating a discounted retail store. The trader was required to display the selling price of goods offered for sale. During an inspection of their premises, the CCPC had found the trader to be in breach of this requirement.

Falcon Pharmacies Limited trading at Burke's Pharmacy, 21-23 Ranelagh Rd, Ranelagh, Dublin 6, D06 W1W0, a trader operating a pharmacy. The trader was required to display the selling price of goods offered for sale. During an inspection at their premises, the CCPC found the trader to be in breach of this requirement.

Lidl Ireland GmbH, trading at Lidl, 8A Grangegorman Lower, Dublin 7, a trader operating a supermarket. The trader was required to display the selling price of goods offered for sale. During an inspection of their premises, the CCPC had found the trader to be in breach of this requirement.

Lifestyle Sports (Ireland) Limited, 40 Mary Street, Dublin 1, a trader selling goods to consumers including sportswear. The trader was required to indicate the selling price of goods offered for sale. During an inspection of their premises, the CCPC found the trader to be in breach of this requirement.

L.J.M. Retail Limited trading at EUROSPAR, Gordon House, Barrow Street, Dublin 4, D04 E5W5, a trader operating a supermarket. The trader was required to display the selling price of goods offered for sale. During an inspection at their premises, the CCPC found the trader to be in breach of this requirement.

Petrogas Group Limited, trading at Applegreen, Ennis Road, Limerick, a trader operating a petrol station and convenience store. The trader was required to display the selling price of goods offered for sale. During an inspection of their premises, the CCPC had found the trader to be in breach of this requirement.

Petrogas Group Limited, trading at Applegreen, Ennis Road, Limerick, a trader operating a petrol station and convenience store. The trader was required to display the selling price of goods offered for sale. During an inspection of their premises, the CCPC had found the trader to be in breach of this requirement.

Power City Limited, trading at Power City, Airside, Swords, Co Dublin, a trader operating an electrical and electronics store. The trader was required to display the selling price of goods offered for sale. During an inspection of their premises, the CCPC had found the trader to be in breach of this requirement.

The Range (Ireland) Ltd, trading at The Retail Park, Liffey Valley, Coldcut Road, Quarryvale, Dublin 22, a trader selling goods to consumers including furniture and homeware. The trader was required to indicate the selling price of goods offered for sale. During an inspection of their premises the CCPC found the trader to be in breach of this requirement.

The Range (Ireland) Ltd, trading at The Retail Park, Liffey Valley, Coldcut Road, Quarryvale, Dublin 22, a trader selling goods to consumers including furniture and homeware. The trader was required to indicate the selling price of goods offered for sale. During an inspection of their premises the CCPC found the trader to be in breach of this requirement.

Woodies DIY Limited, trading at Woodies DIY, Jetland Retail Park, Ennis Road Limerick, who is a trader operating a DIY and home improvement store. The trader was required to display the selling price of goods offered for sale. During an inspection of their premises, the CCPC had found the trader to be in breach of this requirement.

Relevant legislation

Failure to display a notice at premises which carries on the business of selling diesel, petrol or 95 unleaded by retail, specifying the retail price per litre charged for fuel as required under paragraph (1) and (2) of Regulation 3 of S.I. No. 178/1997 Retail Prices (Diesel and Petrol) Display Order 1997

Acorn Supermarket Limited, Spar, Riverside, Rathcormac, Co Cork, trading as Costcutters Grenagh, a trader selling fuel to consumers. The trader was required to display a notice at their premises specifying the retail price per litre charged for fuel. During an inspection of their premises, the CCPC found the trader to be in breach of this requirement.

Relevant legislation

Failure 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 ;

“(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.”

Zipcore Limited, Nesta Building, 4-5 Burton Hall Road, Sandyford, Dublin,

D18 A094, a trader operating a website zipcoreireland.com, selling goods including Personal Protective Equipment and consumer electronic goods such as mobile phones. The trader was required, but failed, to provide to consumers the following before binding them in a distance contract:

- 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.



Coimisiún um
Iomaíocht agus
Cosaint Tomhaltóirí

**Competition and
Consumer Protection
Commission**

Competition and Consumer Protection Commission
Bloom House, Railway Street, Dublin 1, D01 C576.

ask@ccpc.ie | Helpline: 01 402 5555