



Coimisiún um
Iomaíocht agus
Cosaint Tomhaltóirí

Competition and
Consumer Protection
Commission

The Consumer Rights Act 2022

A Guide for Traders:
Consumer Remedies in
Sale of Goods Contracts

Contents

Glossary.....	2
Introduction.....	3
What is a sales contract?.....	4
What are the main changes to sales contracts under the CRA?.....	4
When must goods be delivered to the consumer?.....	5
What does 'in conformity with the sales contract' mean?.....	6
Proving a non-conformity.....	7
Remedies in contracts for the sale of goods.....	8
Short-term right to terminate a contract and get a refund.....	9
Right to repair or replacement.....	10
Final right to terminate the sales contract or get a proportionate reduction in price contract and get a refund.....	13
Right to withhold payment.....	17
Right to automatic termination of an ancillary (related) contract.....	17
Other remedies.....	18
Hire purchase agreements.....	19
Remedies in hire purchase agreements.....	19
Enforcement.....	22
Disclaimer.....	23



Glossary



Ancillary contract

A contract entered into between a consumer and a trader, or between a consumer and a third party, under which the trader or the third party (under an arrangement made between the trader and the third party) supplies goods, digital content, a digital service or another service related to the principal contract.



Conformity with a sale of goods contract

Goods must meet the requirements of the sale of goods contract, both **objectively** (by meeting what the consumer would normally and generally expect from the same type of goods) and **subjectively** (by meeting what is specified in the sale of goods contract).



Consumer

An individual, acting for purposes wholly or mainly outside their trade, business, craft or profession.



Contract

An agreement between a consumer and a trader under which goods are purchased. Contracts can be made verbally or in writing.



Contract for sale of goods/sales contract

A contract where the trader sells physical, moveable goods to a consumer in exchange for payment.



Contract for the sale of goods with digital elements

A contract for the sale of goods where digital content or a digital service is supplied with the goods and is incorporated in, or inter-connected with, the goods in such a way that the absence of the digital content or digital service would prevent the goods from functioning.



Damages

An amount of money awarded to compensate for loss.



Digital content

Data that is produced and supplied in digital form. It includes computer programmes, apps, video files, audio files, music files, digital games and e-books.



Digital service

A service that allows a consumer to, amongst other things, access, share or interact with data in digital form. It includes file hosting, social media and cloud-based gaming.



Distance contract

A contract between a trader and a consumer who are not physically in each other's company up to, and including, the time the contract is entered into. This can include buying something online, over the phone, from a mail order catalogue or from a TV shopping channel, for example.



Hire purchase agreement

A type of credit agreement that allows a consumer to hire goods while they pay for them in agreed instalments. Ownership transfers to the hirer when they pay the final instalment.



Off-premises contract

A contract that is generally offered or entered into away from the trader's premises (such as in the consumer's home or workplace) or on a trip organised by the trader, where the consumer and trader are physically in each other's company.



Remedy

Solution(s) a trader must provide to a consumer when a good purchased is not in conformity. The remedy can include repair, replacement, refund or a reduction in price.



Trader

An individual or entity that is acting for purposes relating to their business, trade, craft or profession (such as selling goods or supplying services). It includes any person acting in the name, or on behalf, of the trader.



The Consumer Rights Act 2022 (CRA) was introduced in November 2022. It updated and strengthened consumer protection laws in Ireland. It is important for traders to understand how their obligations may have changed under this new legislation.

The CRA sets out different consumer protection rules depending on whether a consumer enters into a contract for the sale of goods, a contract for the supply of digital content or digital services or a contract for the supply of services.

The CRA has also introduced amendments to the law on consumer credit for hire purchase agreements and consumer-hire agreements.

These guidelines provide an overview of the rules and remedies that apply to:

- contracts for the sale of goods (as set out in Part 2 of the CRA)
- hire purchase agreements (as set out in the Consumer Credit Act 1995, as amended by Part 8 of the CRA).

What is a sales contract?

Part 2 of the CRA applies to contracts for the sale of goods, or sales contracts. This is a contract where the trader sells physical, moveable goods to a consumer in exchange for payment.

It is also considered a sales contract where the consumer pays either fully or partly with other goods, such as when a car is “traded in” for a new car. The payment and transfer of ownership may happen immediately, or the contract may provide that it will happen at a later date.

Sales contracts do not have to be in writing. A verbal agreement to sell a good in exchange for payment is enough to create a sales contract, but there still is an obligation to provide certain information in writing under Part 5 of the CRA.

Part 2 of the CRA also applies to contracts for the sale of goods with digital elements. For example, if a smartphone comes with pre-installed applications such as a camera application, that application is considered part of the sales contract. Additional rules relating to sales contracts for goods with digital elements are contained in Part 2 of the CRA but are not outlined in these guidelines. Traders who engage in such contracts should familiarise themselves with these rules.

Part 2 of the CRA also applies to single contracts (not being contracts for the sale of goods with digital elements) that provide for the sale of goods as well as the supply of digital content, the supply of a digital service or the supply of a service. Part 2 only applies to the part(s) of these contracts that relate to the sale of

goods. For example, where a car service includes the purchase and installation of a good, for example a car part, the rules under Part 2 apply if there is an issue with the good. On the other hand, if there is an issue with the car service itself, the rules under Part 4 of the CRA would apply. Please see the CCPC’s ‘Consumer Remedies in Service Contracts’ guidelines.

Contracts for the sale of digital content or a digital service are not considered to be contracts for the sale of goods, so the rules in Part 2 do not apply to these contracts. Digital content contracts, and digital service contracts such as streaming services, are dealt with separately in Part 3 of the CRA and are therefore not covered in these guidelines.

What are the main changes to sales contracts under the CRA?

Previously, consumer rights were found in the Sale of Goods Act 1893, as amended by the Sale of Goods and Supply of Services Act 1980. These Acts provided that goods must match the description given, be of “merchantable quality” and be fit for the purpose stated. These rules now only apply to consumer contracts entered into before 29 November 2022. For consumer contracts entered into after this date, the CRA now applies.

The CRA introduces:

- a new concept called “conformity”. You, the trader, have an obligation to ensure that all goods delivered to the consumer are “in conformity with the sales contract” (please see **‘What does “in conformity with a contract” mean?’** below for further information)
- rules where, if goods are not in conformity with the contract, the consumer is entitled to seek a remedy from the trader
- a requirement that any installation instructions provided by the trader must be adequate
- a requirement that goods must be installed correctly by a trader, or on a trader’s behalf, if installation is part of the contract
- a new right for consumers to withhold money due until the issue is remedied
- new rules on how consumers can exercise their rights, such as time limits for refunds.



When must goods be delivered to the consumer?

To determine whether a good is in conformity with the sales contract, the good must first be delivered to the consumer.

This means that the consumer, or a person nominated by the consumer, has physical possession of the goods i.e. the goods have been received by the consumer or a person nominated by them.

Goods must be delivered by the time agreed in the contract. If no time for delivery has been agreed, the goods must be delivered without undue delay and no later than 30 days after the sales contract was entered into.

If you, a trader, fail to deliver the goods within the time agreed, or within the 30-day period where no time was agreed, the consumer must request delivery of the goods within an additional period that is appropriate to the circumstances.

If you fail to deliver the goods within the additional period specified by the consumer, they will be entitled to terminate the sales contract.

There are situations where the consumer can terminate a contract straightaway, without needing to give you extra time to deliver. This right applies if:

- you have refused to deliver the goods
- the consumer informed you at the time of, or before, purchase that delivery by or on a particular date was essential and that date has passed
- it is clear that it was essential to deliver the goods to the consumer within the agreed time, taking into account all the relevant circumstances, and that time has passed.

When the consumer terminates the contract in these circumstances, they must inform you of their decision to exercise this right. You must then refund them for any payments made. This must be done without undue delay, using the same means of payment the consumer used to buy the goods unless the customer agrees otherwise, and without any charges or fees.



EXAMPLE: FAILURE TO DELIVER

Harry ordered a collection of novels from an online retailer. When placing the order, there was no reference to a delivery date and Harry selected the option for the order to be sent by standard post. Harry paid the purchase price in full, along with delivery charges, and got an email from the retailer confirming receipt of the order.

After 30 days, Harry contacted the retailer to request an update on his order. The retailer informed him that there were delays and the novels would be sent out in due course. Harry responded with a request for the novels to be delivered to him within the next five days.



The retailer acknowledged Harry's response and said that they would deliver the novels within five days. After a further 14 days passed, Harry had still not received the novels.

In this situation, where a trader has failed to deliver the goods within 30 days of the order being placed, and then again within the additional period provided by the consumer, the consumer is entitled to terminate the sales contract.

Harry decided to terminate the sales contract and sent an email to the retailer informing them of this. The retailer refunded Harry the full purchase price of the novels, including the delivery charges.

What does 'in conformity with the sales contract' mean?

Under the CRA, goods sold by you, the trader, to a consumer must be "in conformity with the sales contract".

Important points to note

- Goods must be in conformity with the sales contract at the point the consumer (or someone nominated by the consumer) takes possession of the goods. This means, for example, that you are responsible for any damage to goods that are sent by a courier or other delivery service organised by you (although you might have recourse against the delivery service).
- If installation by the trader forms part of the sales contract, it must be done correctly. A good may not be in conformity with the contract if it is installed incorrectly by you, by someone appointed by you or by the consumer if they were following poor installation instructions given by you.

To be considered in conformity with the sales contract, goods must meet a number of requirements. These requirements are divided into **subjective and objective requirements**. If the goods do not meet these requirements, they are not in conformity with the sales contract, and the consumer is entitled to seek a remedy from you.

Subjective conformity means the goods received by the consumer must comply with what is specified in the sales contract between the consumer and you, the trader. The goods must:

- match the description, type, quantity and quality specified in the sales contract
- have the functionality, compatibility, interoperability and other features specified in the sales contract
- be fit for any particular purpose that the consumer made known to you at the time of, or before, contracting, and that you accepted
- come with all the accessories and instructions, including on installation of the goods, specified in the sales contract, and
- be updated as specified in the sales contract.



As a trader, you must also make sure that spare parts and an adequate after-sales service are made available to consumers if offered or advertised by you, on your behalf, or on behalf of a third party such as a manufacturer.

In the case of distance contracts and off-premises contracts, you, the trader, are required to give certain pre-contractual information to the consumer before they buy. This information forms part of the sales contract and the goods must comply with this information to be in conformity with the contract. Part 5 of the CRA sets out these information requirements.

Objective conformity means the goods received by the consumer must comply with what the consumer would normally and generally expect from the same type of goods. These requirements set out standards that apply to all contracts for the sale of goods.

The goods must be:

- fit for all the purposes goods of the same type would normally be used for (if relevant, taking account of, amongst other things, technical and industry standards)
- of the quality and match any description of a sample/model

that you, the trader, provided before the contract was entered into

- delivered with all the accessories, including packaging, installation instructions or other instructions, that the consumer can reasonably expect to receive to use the goods
- of the quantity and have qualities such as durability, functionality, compatibility, and security normal for the same type of goods that the consumer may reasonably expect. This will be determined by the nature of the goods and any public statement about the goods, particularly in advertising or on labelling, made by, or on behalf of you, the trader, including statements by the producer/manufacturer of the goods.

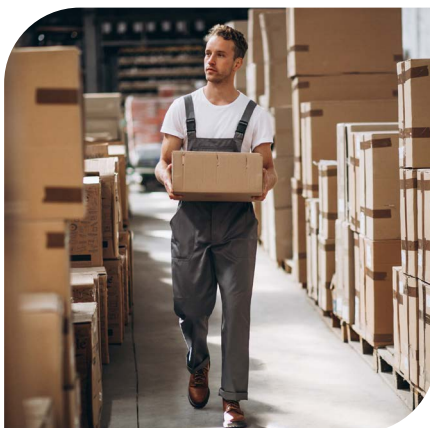
A trader will not be bound by such public statements if they can show that:

- they were not aware and could not reasonably have been aware of the statement
- the statement was publicly corrected by the time the contract was entered into, or
- the consumer's decision to buy the goods could not have been influenced by the public statement.

Exceptions

The rules on conformity are mandatory. As a trader, you cannot generally exclude liability for any lack of conformity with a sales contract. For example, you cannot display a sign in a shop, a banner on a website or have a contract term excluding liability for any lack of conformity.

However, if you tell the consumer before purchasing that there is a specific issue with the goods, that means that the goods are not in conformity with the contract, and the consumer accepts this, then there is no lack of conformity. An example of this would be the



purchase of a coat with a broken zip, where the fault is specifically brought to the consumer's attention, and

they accept that they are buying the coat as is, with the broken zip. In this situation, there is no lack of conformity, provided the other parts of the coat are in conformity with the sales contract.

Important: The consumer must be "specifically informed" of the "particular characteristic" of the goods that deviates from the objective requirements set out above, and they must "expressly and separately" accept that deviation. The burden of proof to show this is on you as the trader, and it only applies to the objective requirements listed above.

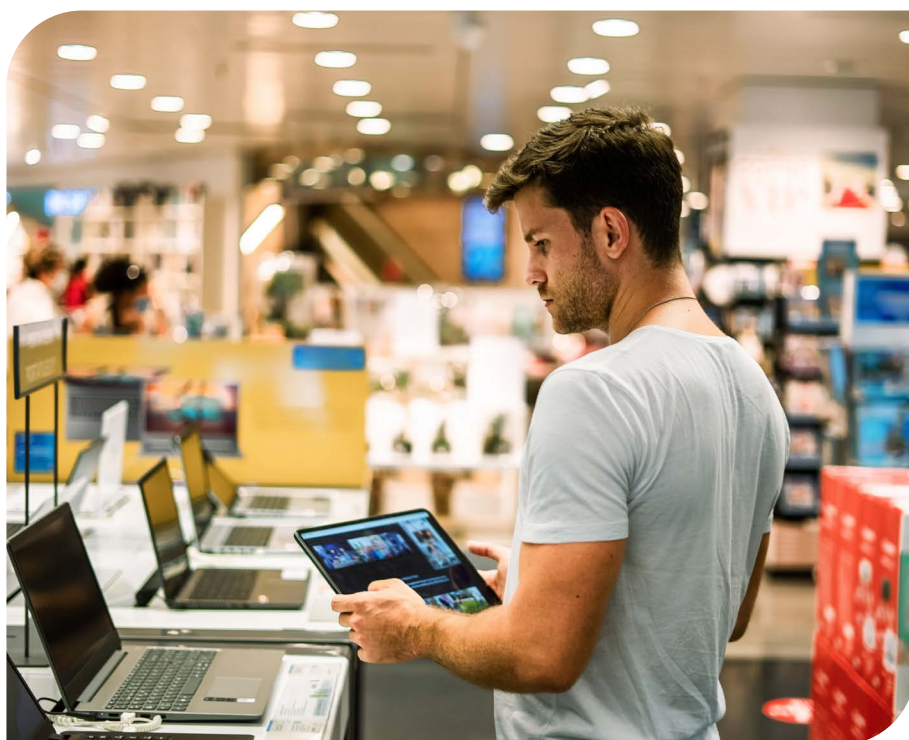
Proving a non-conformity

Goods must be in conformity with the sales contract. Where the goods are not in conformity with the sales contract, the consumer must show that the goods were not in conformity at the time they received them. In the case of a dispute, it is always open to you, the trader, to argue that the goods are in conformity with the contract.

In some cases, a problem with the goods at the time of receipt is obvious, such as when an item is clearly broken or damaged. The consumer can simply show this by, for example, sending a photograph, and you can confirm this when the goods are returned to you, the trader.

In other situations, the consumer may need to explain or demonstrate that an item does not work properly. For more complex items, such as cars, the consumer may need a professional to examine the goods and make a report. However, if a lack of conformity is proven, you as the trader may need to refund the consumer any reasonable costs incurred in obtaining these reports.

A lack of conformity may go unnoticed by the consumer after purchase, or it may not cause a problem for some time. Goods must be durable and of the quality that consumers can reasonably expect, so a problem arising later may indicate a lack of conformity at the time of receipt. For example, an oven might work perfectly on delivery, but if the



oven door falls off after six months, it would be presumed to be a lack of conformity (due to the oven not being durable) that existed at the time of delivery but is only obvious now.

Lack of conformity arising in the first year

Where a lack of conformity arises in the first year, there is a presumption that the goods were not in conformity with the contract at the time the consumer received the goods, or the goods were installed. Any defects

or issues that arise in the first year are presumed to have been there at the time the consumer received the goods, and not due to other reasons such as accidental damage by the consumer.

For this presumption to arise, the consumer only needs to show that there is a lack of conformity and that it arose in the first 12 months. However, it is still open to traders to rebut this presumption by proving that the issue is not due to a lack of conformity that existed at the time

the consumer received the goods. For example, a trader might be able to show that the consumer damaged the goods themselves, and the goods were not faulty on delivery.

This presumption also does not apply where it is incompatible with:

- the nature of the goods (for example, goods that by nature deteriorate such as perishable products like flowers, or goods that are only intended for single use), or
- the nature of the lack of conformity (for example, a lack of conformity that can only be the result of an action by the consumer).

Time limits for seeking a remedy

Consumers can seek a remedy for up to six years after they receive the goods. This six-year period applies regardless of “manufacturer warranties”. Warranties or guarantees cannot set a time limit on consumers’ rights under the CRA.

However, what is reasonable to expect in terms of durability and quality can vary between different goods and depends on factors such as price, statements made in advertising and technical standards in the industry. It is not reasonable to expect something perishable, such as a loaf of bread, to last beyond its expiry date, but an item such as a washing machine or oven would be expected to work for several years.

The further into the six-year period an issue arises, the more difficult it may be for a consumer to say that it is “reasonable” for the goods to function perfectly and establish that the lack of conformity existed at the time the consumer received the goods. This must be judged on a case-by-case basis and you as a trader should engage with consumers to try to figure out if there is an underlying conformity issue with the goods, remembering that the rights under the CRA apply for a period of six years.

Similarly, the longer a consumer leaves it to complain about an issue they have discovered, the more difficult it might be to show that the issue is due to an underlying lack of conformity that was there from the beginning.

Remedies in contracts for the sale of goods

Where goods are not in conformity with the sales contract, several remedies may be available and you the trader must engage with the consumer to provide them with the appropriate remedy.

This section outlines the remedies available to consumers and explains how they work, including any limitations to them.

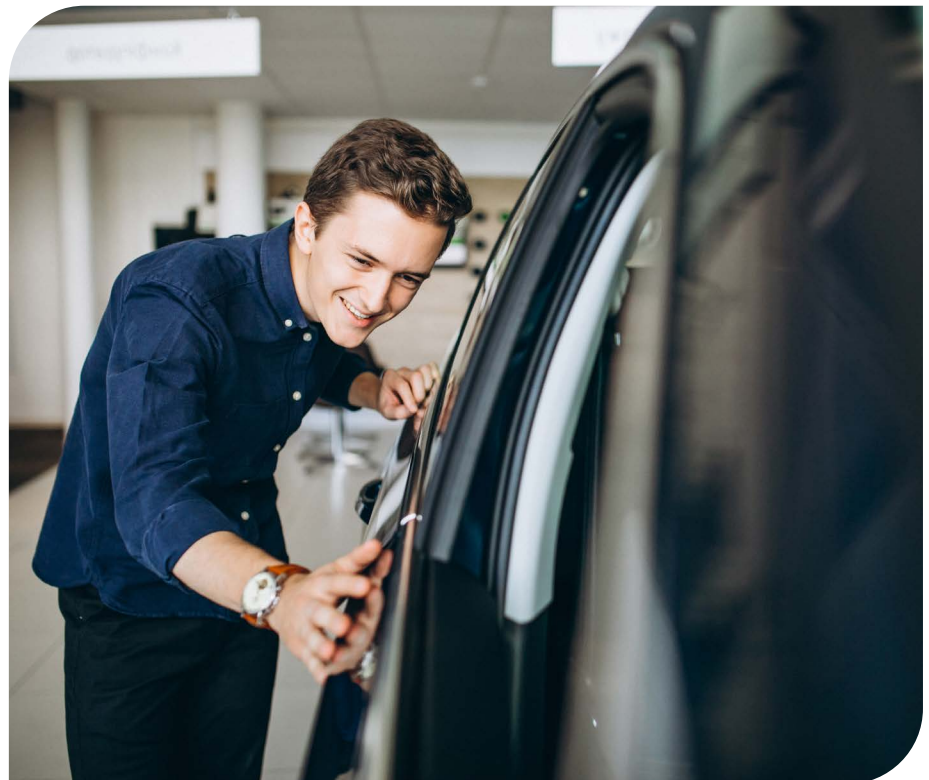
The remedies discussed include the following:

- short-term right to terminate a sales contract and get a refund
- right to repair or replacement
- final right to terminate a sales contract and get a refund
- right to a proportionate price reduction
- right to withhold payment
- right to automatic termination of an ancillary contract
- other remedies.

Overview of remedies

If a lack of conformity arises within 30 days of receiving the goods, the consumer is entitled to end the contract and seek a refund. This is referred to as the “short term right to terminate” the contract.

The consumer is also entitled to choose either a repair or a replacement. This right extends beyond 30 days.



In some situations, a repair or replacement may not be possible, and where this occurs the consumer has a right to end the contract and get a refund even though 30 days have passed. This is referred to as the “final right” to terminate the sales contract.

Where the issue with the goods is only minor, the consumer does not have a right to terminate the contract and get a full refund, but they may have a

right to a price reduction. A consumer may also prefer to accept a price reduction rather than terminate the contract for a full refund.

A consumer may withhold any outstanding payments for a non-conforming good until it is brought back into conformity by you, the trader.

Short-term right to terminate a contract and get a refund

Where goods are not in conformity with the sales contract, the consumer has the right to exercise the short-term right to terminate the contract and get a refund.

In general, this right must be exercised within 30 days of the consumer receiving the goods. However, if you as the trader are required to install the goods after the consumer has received them, or take any other action to enable the consumer to use the goods, then the right must be exercised within 30 days of the completion of the installation or other required action.

If the goods could reasonably be expected to expire or deteriorate within a shorter period than 30 days, the time limit for exercising the short-term right to terminate the sales contract is the expiry of that shorter period. For example, if food has a “use by” date that falls before the 30-day period, the right only exists until that date. If there is a dispute, you must prove that the shortened time limit applies.

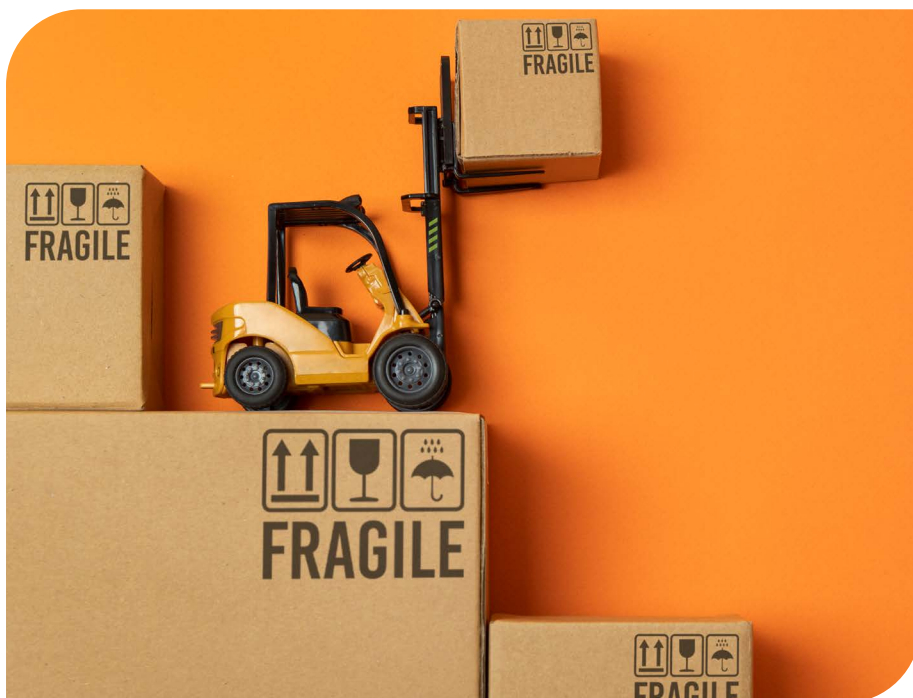
What the consumer must do

To exercise this right, the consumer must tell you that they have decided to terminate the sales contract. There is no particular wording that needs to be used, and the consumer can communicate in various ways, such as in-person, by phone or in writing.

The consumer must also return the goods to you at your expense. If the consumer incurs costs to return the goods, these must be reimbursed by you, as the trader.

What you, the trader, must do

Where a consumer exercises their short-term right to terminate the sales contract, you, the trader, must refund the consumer the price paid for the goods “without undue delay” and in any case within 14 days of receiving the goods back from the consumer. You must also reimburse the consumer for any cost of returning the goods, again within 14 days.



You must refund the consumer using the same payment method they used to buy the goods, unless the consumer agrees otherwise (if the consumer agrees to an alternative payment method for the refund, they must not be charged any fee for

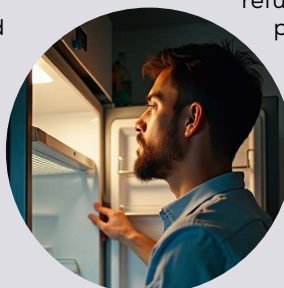
it). No fees can be charged to the consumer in respect of the refund.

If you fail to reimburse the consumer in line with these requirements, you will be liable in damages for any loss suffered by the consumer because of this failure.

EXAMPLE 1: FAULT AFTER INSTALLATION

Omar placed an in-store order and paid for an integrated fridge from an electrical retailer. The sales contract stated that the fridge was to be installed by someone acting on the retailer's behalf within four weeks of the order date. The fridge was installed four weeks after it was ordered, but, two weeks later, it malfunctioned and was not cooling food.

In this case the fridge was not in conformity with the sales contract as it was not fit for purpose (i.e. it could not cool food) and wasn't of the quality a consumer can reasonably expect.



In this situation, Omar is entitled to exercise his short-term right to terminate the contract and get a refund. While the fridge was purchased over 30 days ago, he was unable to use it until it was installed. Therefore, the 30-day period began when the fridge was installed.

Omar informed the electrical retailer that he wanted a refund as the fridge was not fit for purpose. The retailer acknowledged that the fridge was not in conformity with the contract and arranged for the collection of the fridge. Omar was then refunded within 14 days.

EXAMPLE 2: A FAULT SHORTLY AFTER PURCHASE

Paula bought a second-hand car from a used car dealer and within three weeks noticed a fault with the car's exhaust. This issue became apparent while driving the vehicle as there were strange noises, vibrations and decreased engine efficiency. Paula returned the car to the car dealer to show them the problem.

The car dealer said the issue was not covered under warranty and claimed that the fault was due to normal wear and tear, and did not engage further with Paula.

However, as Paula could show an issue with the exhaust had become apparent within 12 months of delivery of the car, there was a presumption that the lack of

conformity existed at the time of delivery. The burden of proof was on the trader to prove otherwise.

In this case, the car dealer was unable to prove that the car was in conformity when it was purchased by Paula.

As the fault arose within 30 days of delivery, Paula had a right to terminate the contract and get a refund. Paula informed the car dealer that she wanted to terminate the contract due to the lack of conformity and returned the car to the dealer.

After the car dealer received the car, they refunded her the full purchase price within 14 days.



EXAMPLE 3: JUMPER NOT DURABLE

Nadia purchased a woolly jumper from a high street retailer. Two days later, she found a hole in the back of the jumper.

Where a non-conformity arises within 30 days of receiving a good, consumers are entitled to exercise the short-term right to terminate the sales contract.

Nadia brought the jumper back as it was not adequately durable and the shop assistant accepted there was a fault with the jumper.

Nadia therefore asked the shop assistant for a refund. She was only offered store credit, which she was unwilling, and is not obliged, to accept.

The retailer then refunded Nadia, using the same payment method Nadia used to purchase the jumper without any charges or fees.

Right to repair or replacement

For 30 days after the consumer has received the goods (or after installation if applicable) they can choose between a:

- short-term right to terminate
- right to a repair, or
- right to a replacement.

After 30 days, the consumer can still choose between a repair or a replacement.

Sometimes neither a repair nor a replacement is possible. In this situation, and in certain other situations, the consumer has the

right to terminate the contract and get a refund, or get a proportionate reduction in price, even if more than 30 days have passed since the consumer received the goods or had them installed. This is discussed below in **'Final right to terminate the sales contract or get a proportionate reduction in price'**.

What the consumer must do

The consumer can decide whether they would like the goods to be repaired or replaced. However, they cannot insist on one remedy over

the other if it would be impossible for you, the trader, to carry it out or if, compared to the alternative remedy, it would impose disproportionate costs on you.

The consumer can inform you that they want a repair or replacement in various ways, such as in-person, by phone or in writing.

The consumer must also make the goods to be repaired or replaced available to you. You, the trader, must take back the goods at your expense.

What you, the trader, must do

The repair or replacement must be free of charge. It must happen within a reasonable time frame, and without any significant inconvenience to the consumer, considering the nature of the goods and the purpose for which the consumer needs the goods.

While the CRA does not specify a reasonable time frame for completing a repair or replacement, it must be the shortest time necessary to complete it. This will depend on the nature and complexity of the goods, the nature and severity of the lack of conformity and the effort needed to complete the repair or replacement.

The consumer must make the goods available to you, the trader, for repair or replacement, but you as the trader must bear the expense of this return. Where a repair or replacement requires the removal of goods that were previously installed, you are responsible for the removal of the non-conforming goods and the installation of replacement goods or repaired goods. Alternatively, you, as the trader, must bear the costs of the removal and installation.



EXAMPLE 1: A FAULTY NEW CAR

Jack bought a new car from a dealership. Within three months, the car started leaking water through one door, causing the driver's seat to become damp. Jack's father, who used to work as a mechanic, had a look at the car and found a crack in the door.

As there is a fault with the car door, it is not in conformity with the contract. The quality is not what the consumer would be entitled to expect from a new car. As it is more than 30 days since the car was delivered, Jack does not have the short term right to terminate. However, Jack does have the right to choose between the car

being repaired or replaced by the dealership.

Jack emailed the dealership about his findings and stated that he wanted a repair within a week as he needs the car to drop his children off to school. Once the dealership responded and agreed to the repair, Jack returned the car and was provided with a temporary replacement vehicle while the repairs were carried out.

The repair was completed free of charge within the timeframe agreed and without any significant inconvenience to Jack.

EXAMPLE 2: MIRROR DAMAGED UPON DELIVERY

Ann ordered a mirror at a reduced price online. When it was delivered two weeks later, Ann noticed that the package was damaged. When she opened the package, the mirror was smashed.

A few days later, Ann contacted the retailer to tell them that the mirror was damaged upon delivery and that she wanted a replacement. The customer service team said they could not help because any faults with their products must be reported within 48 hours of delivery.

Here, the mirror was not in conformity with the contract when it was delivered. Traders are responsible for goods until the consumer (or a person nominated by the consumer) gets physical possession of them.

As the mirror was not in conformity with the contract, Ann was

entitled to a refund, a repair or a replacement. Here, the mirror was damaged beyond repair, and as Ann bought the mirror on sale, she wanted to have the mirror replaced as she would not be able to buy another one for the same price.

Ann contacted the CCPC's helpline, who informed her that the online retailer is not entitled to insist that the fault must be reported within 48 hours of delivery and, more generally, that the policies of individual traders cannot override consumer rights law.

Ann passed this information to the retailer, who accepted that the mirror was broken when received by Ann and provided her with a replacement within a week free of charge.





EXAMPLE 3: COMMERCIAL GUARANTEES (OR "MANUFACTURERS' WARRANTIES")

Edel bought a refurbished phone from a second-hand electronics shop. It came with a manufacturer's warranty under which the manufacturer undertook to repair or replace the phone if any issue related to its functionality or durability arose within three months of purchase.

Six months later, the phone stopped working and would no longer turn on. Edel went back to the shop to have it repaired, but the manager said there was nothing they could do because the phone was now outside the three-month time period outlined in the warranty.

The technical legal term for a manufacturer's warranty is a "guarantee" or "commercial guarantee" and it is referred to as a "commercial guarantee" in the CRA.

Guarantees cannot exclude or limit a consumer's legal rights under the CRA, and it is an offence to provide a guarantee that seeks to do so. The consumer is entitled to their full rights under the CRA, which extend beyond the three-month period outlined in the guarantee.

As the phone was not in conformity with the contract, Edel was entitled to a repair or replacement. Edel outlined that she wanted a repair. However, as it was going to be three to four weeks before the repair would be carried out, Edel opted for a replacement instead.

Once Edel and the shop manager had agreed on the replacement being provided, Edel returned the phone, and the shop provided the replacement free of charge.

EXAMPLE 4: FAULTY GOOD INSTALLED DURING SERVICE

Kaylee brought her car to a garage for a service. As part of the service, the garage had to replace the clutch. The new clutch was installed, but when the car was returned to Kaylee, she was unable to change gears, and it was clear that the new clutch was not fit for purpose.

Here, the contract is for a service, the purchase of a new clutch and the installation of the clutch. If the good purchased (in this example, the clutch) is not in conformity with the contract, the remedies for non-conformity with a sales contract apply, including repair or replacement.

Kaylee contacted the garage to inform them that the clutch purchased was not in conformity as it was not durable or fit for purpose and requested a replacement clutch.

Kaylee brought the car back to the garage, and the mechanic installed a new clutch free of charge within a couple of days of being informed of the non-conformity.



Final right to terminate the sales contract or get a proportionate reduction in price contract and get a refund

There are several circumstances in which a consumer may terminate a sales contract or obtain a proportionate reduction in price, even if they are seeking these remedies more than 30 days after the goods have been received or installed.

This can happen when:

- you, the trader, have refused to repair or replace the non-conforming goods
- you have not completed the repair or replacement or have not completed it within a reasonable time, free of charge or without significant inconvenience to the consumer
- you have declared, or it is clear from the circumstances, that you will not bring the goods into conformity within a reasonable time or without significant inconvenience to the consumer
- the same issue, or a different lack of conformity, becomes apparent despite your attempts to fix it – see **'Attempts at fixing'** below, or
- the lack of conformity is serious enough to justify an immediate termination of the sales contract or an immediate reduction in the price – see **'Immediate termination'** below.

The consumer is entitled to terminate the contract and get a refund only when the lack of conformity is not minor. In cases of dispute, it is for you, the trader, to show that the lack of conformity is minor.

Where the lack of conformity is minor, the consumer is entitled to a proportionate reduction in price. A consumer may also prefer to keep goods that are not in conformity with the contract and take a proportionate price reduction instead of terminating the contract and getting a full refund.

Attempts at fixing

Where you, the trader, attempt to fix the issue, but the goods are still not in conformity with the contract, the question arises as to how many "attempts" you can have to fix the problem before the consumer is



entitled to terminate the contract and get a refund or a price reduction.

The CRA states that the consumer may be required to accept a further attempt or attempts by you, the trader, to bring the goods into conformity with the sales contract. However, this will depend on, amongst other things, the type and value of the goods, the nature and significance of the lack of conformity and whether the consumer can reasonably be expected to maintain confidence in the ability of you, the trader, to bring the goods into conformity with the sales contract, in particular where the same lack of conformity appears more than once.

Immediate termination

A lack of conformity may be so serious that there is an immediate right to terminate the contract and get a refund or a price reduction without the consumer first having to ask for a repair or replacement.

A lack of conformity may be considered serious if it results in:

- the consumer being unable to maintain confidence in the ability of you, the trader, to bring the goods into conformity with the sales contract, for example where there is a serious risk of physical harm to the consumer, or
- the consumer's ability to make normal use of the item being severely affected and the consumer cannot be reasonably expected to trust that this would be remedied by repair or replacement by you.

In some circumstances, despite the seriousness of the conformity issue, a consumer may prefer to opt for a proportionate reduction in price instead of seeking to immediately terminate the contract.

What the consumer must do to terminate a contract

To exercise this right, the consumer must tell you that they have decided to terminate the sales contract. There is no particular wording that needs to be used, and the consumer can communicate in various ways, such as in-person, by phone or in writing.

The consumer must also return the goods to you. If the consumer incurs costs returning the goods, these must be reimbursed by you, the trader.

What you, the trader, must do when a contract is terminated

You, the trader, must refund the consumer the price paid for the goods (and any return costs) "without undue delay" and in any case within 14 days of receiving the goods back from the consumer.

You must refund the consumer using the same payment method they used to buy the goods, unless the consumer agrees otherwise. If the consumer agrees to an alternative payment method for the refund, they must not be charged any fee for it. No fees can be charged to the consumer in respect of the refund.

If you fail to reimburse the consumer in line with these requirements, you

will be liable in damages for any loss suffered by the consumer because of this failure.

Proportionate reduction in price

Where a consumer is only entitled to a proportionate reduction in price, or because they choose a price reduction rather than termination, the price reduction will be proportionate to the reduced value of the good compared with the value the good would have had if it was supplied as agreed.

The reduction can take the form of a partial refund or a reduction in the amount still to be paid, depending on whether the consumer has already paid for the goods. The CRA does not set out a mechanism for calculating this, so it is best for you, the trader, and the consumer to seek to agree on an appropriate price reduction.

What the consumer must do if they want a price reduction

To exercise this right, the consumer must tell you that they want a price reduction. There is no particular wording that needs to be used, and the consumer can communicate in various ways, such as in-person, by phone or in writing.

What the trader must do if a consumer is entitled to a price reduction

If a partial refund is owed, you, the trader, must reimburse the consumer without undue delay using (unless agreed otherwise) the same method of payment used by the consumer. If the consumer agrees to an alternative payment method for the refund, they must not be charged any fee for it.

You must not charge any fees for this refund. If you do not comply with these requirements, you will be liable in damages for any loss suffered by the consumer as a result.

EXAMPLE 2: UNREASONABLE REPAIR TIME

Henry bought a washing machine at a homeware store, but, after a few weeks, the rubber seal came away from the edge of the door, causing water to spill out every time it was turned on.

Henry contacted the shop to ask for a repair or replacement. The salesperson agreed that the washing machine was not in conformity with the contract but said that they would not be able to send out a technician to repair or replace the washing machine for six weeks.

Where a good is not in conformity with the sales contract, traders should provide a remedy within a reasonable timeframe. Where a trader has declared that they are unable to do so, the consumer is entitled to terminate the sales contract, or to a price reduction.

Henry called the homeware store stating that he had decided to terminate the sales contract and get a full refund because they would not provide a repair or replacement within a reasonable amount of time.

The homeware store accepted this, arranged for the washing machine to be collected from Henry and refunded him within 14 days of collection.



EXAMPLE 1: DELAYED REPLACEMENT

Hanna bought a laptop, but, six weeks after the purchase, it would not turn on. Hanna returned to the shop with the laptop. The shop assistant agreed that the laptop was not in conformity but stated that they could not repair the laptop.

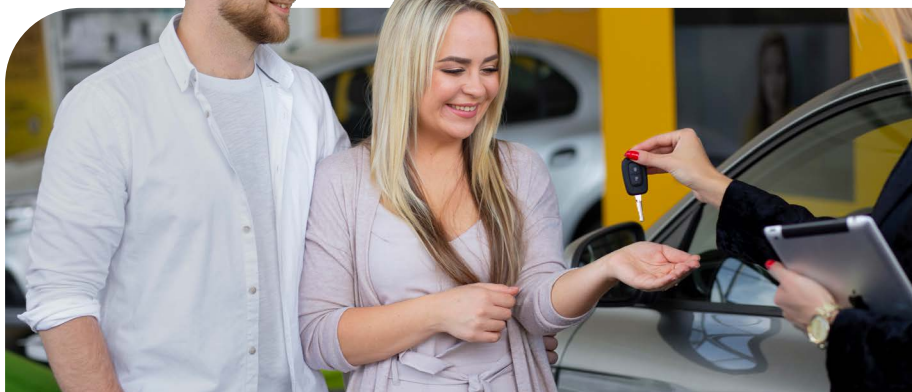
Instead, they said they could provide a replacement but that it would take two months to get the replacement laptop back in stock. Hanna needed the laptop for her college course, which was due to start in two weeks, so having to wait two months for a new laptop would have caused her significant inconvenience.

Where a trader is unable to repair a non-conforming good and is unable to provide a replacement good without causing significant inconvenience, a consumer is entitled to exercise their final right to terminate the sales contract, or to a price reduction.

Hanna informed the shop that she was terminating the sales contract as the length of time needed to provide a replacement laptop would have caused her significant inconvenience.

The shop took back the faulty laptop and issued a full refund within 14 days.





EXAMPLE 3: CHARGING FOR REPAIR OR REPLACEMENT

Sophie bought a used car from a garage, but, after a few weeks, it would no longer start. She contacted the garage, which agreed there was an issue with the car and it was not in conformity with the contract. The garage advised that they would not be able to provide a replacement but agreed to repair it.

Sophie had the car towed to the garage for the repairs to be carried out. However, she was then told that she would have to pay for the repairs.

Sophie contacted the CCPC's helpline, which informed her that,

where a trader does not provide a remedy for a lack of conformity free of charge, consumers are entitled to exercise their final right to terminate a sales contract or to a price reduction.

The garage still insisted that they needed to charge to carry out the repairs, and so Sophie told them that she was exercising her final right to terminate the sales contract for the car.

The garage accepted this and sent her a full refund of the purchase price and the costs of returning the car to their premises.



EXAMPLE 4: SERIOUS NON-CONFORMITY

Liam purchased a hairdryer from a shop. When he turned it on a few weeks later, a spark appeared and there was a burning smell. He inspected the hair dryer and saw that some of the plastic exterior of the hair dryer had melted. He unplugged the hairdryer immediately and did not use it again.

Liam called the CCPC's helpline, which informed him that where a lack of conformity with a good

is deemed to be serious, such as posing a serious risk of physical harm, the consumer is entitled to immediately terminate the sales contract.

Liam emailed the shop and said that due to this serious issue, he was immediately terminating the contract and requesting a refund.

Liam returned the hairdryer to the shop and was refunded within 14 days.

EXAMPLE 5: MINOR NON-CONFORMITY

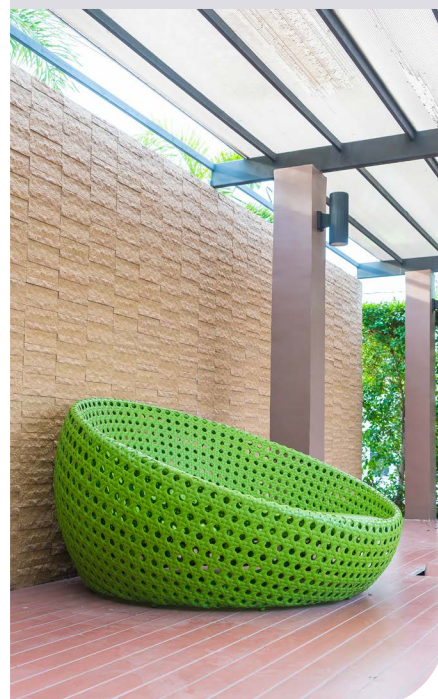
Lucy bought an awning from a garden shop, which arranged for a contractor to install it in her back garden. Within 12 months of installation, the awning developed a hole.

Lucy contacted the shop requesting a repair, and the shop sent out a technician to repair the hole. The hole was stitched up, but shortly afterwards it began to re-emerge.

Lucy contacted the shop to inform them of this. The manager advised her that, rather than attempt another repair, they could offer her a partial refund.

As the awning was still usable and functional, with the issue being mainly cosmetic, Lucy considered it to be a minor fault and did not want the inconvenience of uninstalling the awning and installing a replacement.

The partial refund was negotiated between the shop and Lucy. As Lucy had already paid in full for the awning, the shop reimbursed the agreed amount to her. This was refunded using the same method of payment used by Lucy, without charge.





EXAMPLE 6: QUALITY AND DURABILITY NOT AS EXPECTED

Robert bought a reclining leather armchair online and it was delivered two weeks later. After six months, the leather became discoloured and started peeling off the arms. He contacted the online retailer, which refused to repair or replace the chair and insisted that Robert must contact the manufacturer for his remedy.

Robert contacted the CCPC helpline, which informed him that the trader, not the manufacturer, must ensure that the armchair is in conformity with the sales contract, and that traders cannot insist the consumer

deals with the manufacturer instead.

Robert was otherwise happy with the functionality of the chair and the level of comfort it provided but sought a partial refund from the online retailer to reflect the fact that the leather on the chair was not of the quality and durability agreed and expected.

The exact amount of the partial refund was agreed between Robert and the online retailer, and Robert was reimbursed with the agreed amount.

EXAMPLE 7: IMPOSSIBLE TO PROVIDE A REPLACEMENT OR REPAIR

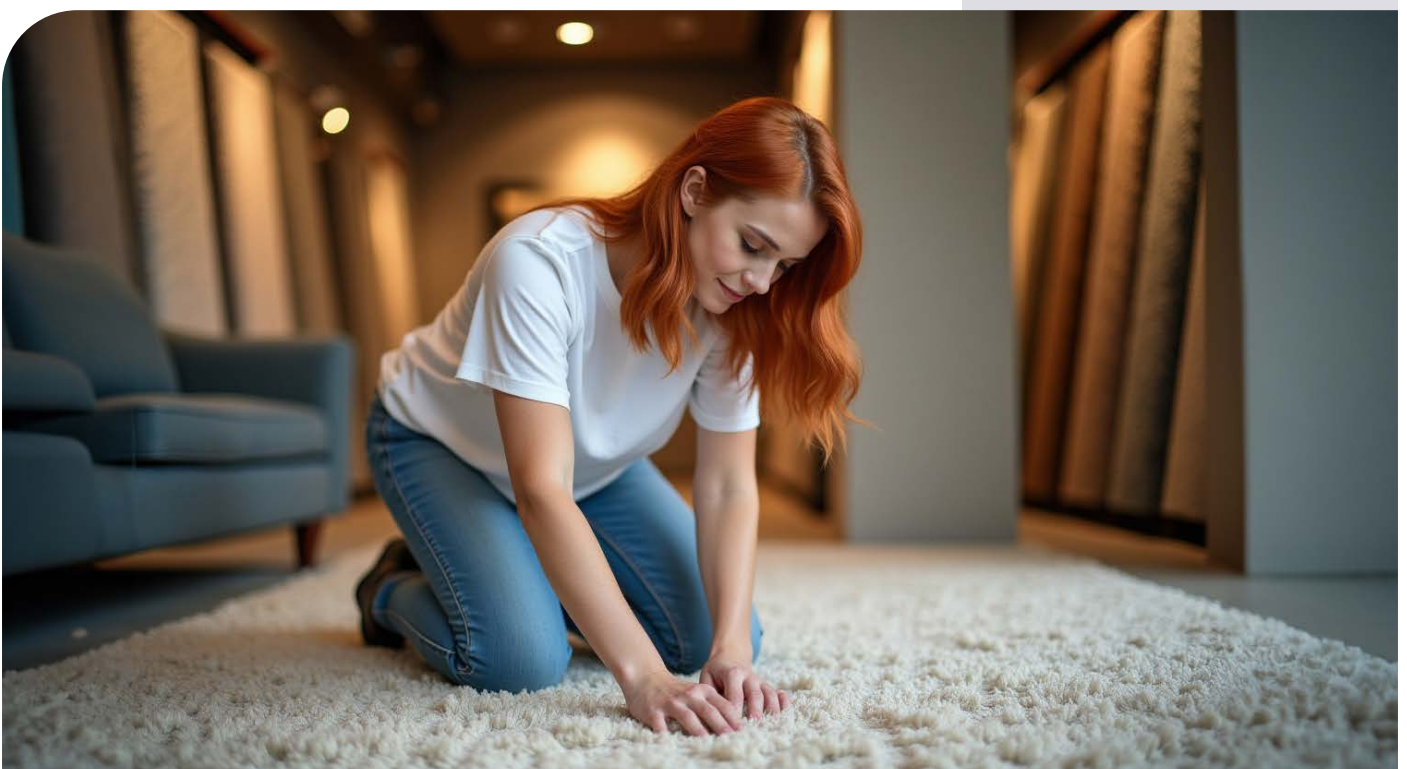
Ruby bought a carpet based on a sample shown by a salesperson instore. Ruby paid a deposit to the carpet shop, with the balance to be paid after the trader installed the carpet.

After installation, it was clear that the colour of the carpet did not match the sample. Ruby contacted the shop to tell them this and said she wanted a replacement. The salesperson agreed that there was a lack of conformity but said that the colour of carpet that Ruby wanted was out of stock, meaning replacement was not possible.

Where it is impossible for a trader to provide a replacement or repair, consumers are entitled to exercise their final right to terminate (if the lack of conformity is not minor) or to get a price reduction.

In this situation, the carpet was not in conformity as it did not match the sample. However, Ruby was happy to keep it as the quality and durability were of a high standard and she opted for a proportionate price reduction.

Ruby and the shop agreed a reduction in the remaining price to be paid for the carpet.



Right to withhold payment

If a good is not in conformity with the sales contract, a consumer has the right to withhold payment of any outstanding part of the price to be paid for the good until the trader ensures it is in conformity with the contract. This only applies where the consumer has not paid in full, i.e. where some, or all, of the payment is outstanding.

The amount to be withheld will be proportionate to the reduced value of the goods compared with the value the goods would have had if they had been in conformity with the sales contract. What is proportionate can

only be determined on a case-by-case basis.

The consumer may explain their issue to you, the trader, first and ask for a response. If the issue is not rectified, the consumer must then tell you that they are exercising their right to withhold payment until you have brought the goods into conformity with the contract.

Once the issue has been resolved – for example, the goods are repaired or replaced – then the consumer must pay the sums due as agreed.



EXAMPLE: WRONG GOODS DELIVERED

Ciarán bought a sofa from a furniture shop based on a model sofa viewed instore. Ciarán paid a deposit upfront and agreed to pay the remaining balance on delivery. The wrong sofa was delivered to Ciarán a week later; it was not the same size, colour or design that he had ordered.

Ciarán emailed the shop's customer service team to have the problem corrected, providing pictures of the sofa that was delivered. The customer service agent agreed that the wrong sofa was delivered and therefore there was a lack of conformity with the sales contract.

Ciarán informed the customer service agent via email that he would be withholding the remaining payment until the correct sofa was delivered.

The trader accepted this, arranged for the wrong sofa to be collected and delivered the correct sofa. On delivery of the correct sofa, Ciarán paid the remaining balance that was due to the furniture shop.



Right to automatic termination of an ancillary (related) contract

If a consumer exercises their right to terminate a sales contract under Part 2 of the CRA (i.e. the principal or main contract), all related contracts are automatically terminated without any cost to the consumer. These related contracts are referred to as "ancillary contracts" in the CRA.

An ancillary contract is another contract between the consumer and trader, or between the consumer and a third party, under which the trader or the third party (under an

arrangement made between the trader and the third party) supplies goods, digital content, a digital service or another service, which is related to the principal contract, to the consumer.

An example of an ancillary contract is insurance for goods bought under a sales contract. The sales contract is the principal contract. The ancillary contract is the insurance contract entered into by the consumer with the trader or with a third party under

arrangements between the third party and the trader. If the sales contract is terminated, the insurance contract is also automatically terminated.

When a sales contract is terminated, you, the trader, must inform any trader with whom the consumer has an ancillary contract of the termination of that contract. The consumer is entitled to a refund of any monies owed through the termination of the ancillary contract.



EXAMPLE: AUTOMATIC TERMINATION OF GADGET INSURANCE CONTRACT

Niamh bought a PC from an electronics shop and purchased insurance for the PC from the same trader.

In this situation, the contract for the PC is the principal or main sales contract, and the insurance contract is an ancillary contract, meaning it

is separate but related to the main sales contract for the PC. Within a week of purchase, the PC's performance started to slow down, and it began to crash while in use. As this lack of conformity occurred within 30 days of buying the PC, Niamh decided to exercise her short-term right to terminate the sales

contract for the PC.

As the sales contract for the PC was terminated, this meant that the ancillary contract for the insurance was also automatically terminated.

The electronics shop reimbursed Niamh within 14 days.

Other remedies

The remedies in Part 2 of the CRA do not affect the right of consumers to pursue any other legal remedies where goods are not in conformity with the sales contract or where the trader otherwise fails to comply with any requirement in Part 2 of the CRA.

Consumers may choose to exercise rights outside of the CRA, including under private contractual law, other consumer protection law or other sectoral specific legislation, depending on the circumstances of their contract. However, it is not possible for consumers to seek to recover the same loss twice.



Other remedies that may be available to the consumer include (but are not limited to):

- the right to claim for damages where the consumer incurs a further financial loss that is directly related to the non-

conformity in a sales contract

- the right to rely on the lack of conformity against a claim made by the trader for payment of the price under the sales contract in the case of a dispute
- the right to get the lack of conformity with the sales contract remedied elsewhere and to seek to recover the reasonable costs of this from the trader, or
- the right to seek an order for specific performance under the Sale of Goods Act 1893 in an action for breach of contract to deliver specific or ascertained goods.

Hire purchase is a type of credit agreement that allows a consumer to hire a good while they pay an agreed amount in instalments. Ownership transfers to the consumer when they pay the final instalment.

Under a hire purchase agreement, the trader, for example a car dealership, often acts as an agent for the 'owner' of the good, generally a finance provider. The consumer hiring the good is referred to as a 'hirer' as they are hiring the good until the final payment is made to the owner.

This means that the agreement is between the hirer (consumer) and the owner (the finance provider). The ownership of the good remains with the finance provider until the final instalment is paid.

The Consumer Credit Act 1995 (as amended) gave consumers rights regarding the quality and characteristics of goods that were supplied under a hire purchase agreement. These were similar to the rights available to consumers who bought goods under a sales contract.

For example, goods had to be of merchantable quality and had to correspond with their description.

The Consumer Credit Act 1995 (as amended by Part 8 of the CRA) provides hirers with the same type of rights and remedies as consumers have under Part 2 of the CRA. This includes the requirement that goods hired under a hire purchase agreement must be in conformity with that agreement. These new rules also apply to consumer-hire agreements.

Remedies in hire purchase agreements

The remedies available to hirers under hire purchase agreements where the goods are not in conformity with the agreement are mostly the same as those available to consumers in sale of goods contracts, as outlined above:

- short-term right to terminate a hire purchase agreement and get a refund
- right to repair or replacement under a hire purchase agreement
- right to a proportionate price reduction
- final right to terminate a hire purchase agreement and get a refund
- right to automatic termination of an ancillary contract

It is the responsibility of the owner, usually the finance provider, to ensure that the hirer receives an appropriate remedy where a good is not in conformity with the hire purchase agreement. Sometimes the hirer receives the remedy from a trader acting as an agent of the finance provider, but this is for the owner to arrange/manage.

Below are examples of how the remedies listed above apply under a hire purchase agreement.



EXAMPLE 1: SHORT-TERM RIGHT TO TERMINATE A HIRE PURCHASE AGREEMENT

Fiona entered into a hire purchase agreement for a new electric vehicle at a car dealership. The agreement included a description of the vehicle, which stated that the vehicle's battery had a range of 300km under normal conditions before it required charging.

Within one week, Fiona had driven only 100km on a full charge and under normal conditions before the car needed to be recharged.

Fiona wrote to the finance provider, as the owner, explaining that she had been driving the car under normal conditions and that it had only reached 100km before needing to be charged. The finance provider

in turn reached out to the car dealership and instructed them to investigate the issue. The dealership did so and determined that the battery was defective and therefore not in conformity with the contract.

Fiona informed the owner that she had decided to exercise her short-term right to terminate the hire purchase agreement for a refund. The finance provider arranged for the dealership to take back the vehicle and the hire purchase agreement was terminated.

The finance provider then reimbursed Fiona within 14 days of receiving her decision to terminate the agreement.

EXAMPLE 2: RIGHT TO REPAIR OR REPLACEMENT UNDER A HIRE PURCHASE AGREEMENT

Ian hired a used car from a local dealership by entering into a hire purchase agreement with a finance provider.

After two months, the engine light appeared on the dashboard. Ian informed the finance provider of the issue and brought the car back to the dealership, which confirmed that there was an issue with the engine.

Here, Ian is entitled to seek that the car be repaired or he can seek a replacement.

As the finance provider is ultimately responsible for ensuring Ian receives a remedy, he informed them that he was seeking a repair as the car did not have the quality, durability or security expected or described in the hire purchase agreement.

The finance provider, as the owner of the car, instructed the dealer to repair the car. The dealer carried out the repairs free of charge.



EXAMPLE 3: RIGHT TO A PROPORTIONATE PRICE REDUCTION

Patricia hired a car under a hire purchase agreement, but she experienced recurring issues with the car's lock system from the time of delivery.

Patricia raised the issue with the finance provider as the owner. The finance provider instructed a dealership to inspect the vehicle.

Following the inspection, the dealership confirmed that the car was not fit for purpose due to the malfunctioning locks and was therefore not in conformity. The dealership informed the finance provider of this, and the finance provider arranged for the dealership to repair the car.

The dealership explained that the issue could be easily repaired and would be fixed within four weeks. Patricia returned to the dealership after four weeks and was informed it would take another four weeks to repair the car.

Where an owner has not completed a repair within a reasonable time, a consumer has the right to terminate the contract (if the lack of conformity is not minor) or to get a price reduction.

In this instance, Patricia sought a price reduction in the form of a reimbursement for payments made while the car was getting repaired. She negotiated the reduced amount, and the owner refunded the amount due to her.

EXAMPLE 4: FINAL RIGHT TO TERMINATE A HIRE PURCHASE AGREEMENT

Patrick hired a recliner sofa in-store under a hire purchase agreement with a finance provider. The sofa was delivered, but a couple of weeks later one of the arms became loose and the recliner would not function.

Patrick emailed the store and the finance provider, as the owner of the sofa, to inform them of the issues with the sofa. A technician was sent out to assess the issues and attempted to repair the sofa, but they were unable to do so.

Patrick emailed the store and the

finance provider again to explain that the repair did not resolve the issues. The furniture store, on behalf of the finance provider, offered a replacement sofa but stated that it would take three months for it to arrive.

This length of time would have caused significant inconvenience to Patrick as he would not have a working sofa for three months. He therefore emailed the furniture shop and the finance provider to tell them that he wanted to terminate the hire purchase agreement. He also

requested a refund and returned the sofa to the store.

Patrick received a refund of the amount he had paid for the sofa from the finance provider within 14 days.





EXAMPLE 5: RIGHT TO AUTOMATIC TERMINATION OF AN ANCILLARY CONTRACT

Kathryn hired a new electric vehicle at a dealership through a hire purchase agreement with a finance provider. She also paid extra directly to the dealership for an eight-year warranty for the electric battery. The warranty was provided by the dealership under an arrangement with the finance provider.

After a number of weeks, issues arose with the vehicle's heating system, which caused the car's motor to overheat. Kathryn alerted the

finance provider as the owner of the vehicle, but despite several attempts at repair by the dealership, the issue continued to occur.

Kathryn decided to exercise her final right to terminate the hire purchase agreement as the lack of conformity remained despite the attempts to fix it. She informed the finance provider and returned the car to the dealership, which was acting as the agent of the finance provider.

The dealership took back the car on behalf of the finance provider and Kathryn was reimbursed for the payments made so far under the hire purchase agreement.

As Kathryn terminated the hire purchase agreement, the contract for the extended warranty for the car battery was automatically terminated because it was an ancillary (related) contract.

Enforcement

The CRA inserts rights into consumer contracts and empowers consumers to take direct action against traders where their rights have been infringed.

The CCPC monitors compliance with consumer protection law and investigates suspected breaches. Traders that do not comply with their obligations under the CRA or contravene its provisions could be subject to enforcement action by the CCPC.

The CRA contains a number of different offences and the CCPC may

take enforcement action against traders who commit these offences, such as where a trader excludes or limits the rights of a consumer under the CRA or where a trader has failed to provide the necessary pre-contractual information to the consumer.

Further details on the CCPC's enforcement powers are available on our website:

www.ccpc.ie/business/enforcement/

These guidelines reflect the views of the CCPC as of March 2025. The CCPC may amend these guidelines as necessary.

These guidelines are an overview of the provisions of the CRA relating to remedies in sale of goods contracts and the provisions of the Consumer Credit Act 1995 (as amended) relating to remedies in hire purchase agreements and are not intended to be fully exhaustive and inclusive of all provisions of the CRA and/or the Consumer Credit Act 1995 (as amended) (or other pieces of legislation) relating to these contracts.

The purpose of the examples provided in these guidelines is to illustrate the remedies for lack of conformity that are available to consumers under Part 2 of the CRA, and hirers under the Consumer Credit Act 1995 (as amended).

The CCPC acknowledges that traders and consumers may have further legal obligations and rights, respectively, under other Parts of the CRA and other pieces of sectoral specific legislation, for example in the telecoms, financial services, energy and transport sectors. Traders need to familiarise themselves with all of their statutory obligations, including

those relevant to their sector, not just those under Part 2 of the CRA and the provisions of the Consumer Credit Act 1995 (as amended).

These guidelines do not constitute legal advice. A trader must decide whether its conduct, and/or that of its staff, complies with consumer protection law. However, these guidelines are intended to help traders in making that assessment. If a trader has doubts about whether its conduct complies with the law, it should seek independent legal advice.



Coimisiún um
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Cosaint Tomhaltóirí

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