

Consumer Protection Act 2007**Compliance Notice (Section 75)**

Inter Trade & Marketing (I. T. M.)
Limited
Ground Floor, 71 Lower Baggot Street,
Co. Dublin,
Dublin,
Ireland,
D02 P593

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

I, [REDACTED] an authorised officer of the Competition and Consumer Protection Commission ("CCPC"), duly appointed under section 35 of the Competition and Consumer Protection Commission Act 2014, hereby give you, Inter Trade & Marketing (I. T. M.) Limited notice, pursuant to section 75(2) of the Consumer Protection Act 2007 (the "2007 Act"), that I am of the opinion that you, Inter Trade & Marketing (I. T. M.) Limited have committed a prohibited act. The alleged prohibited act is contrary to Section 42 as described in Section 43(3)(j) of the 2007 Act.

The contravention contained herein relates to the website www.avalondesign.ie, through which Inter Trade & Marketing (I. T. M.) Limited provides a facility for consumers to enter into distance contracts with Inter Trade & Marketing (I. T. M.) Limited.

A. Statement of Alleged Contravention

1. It is alleged that Inter Trade & Marketing (I. T. M.) Limited, a trader for the purposes of the 2007 Act and the Consumer Rights Act 2022 (the "2022 Act"), on 29 January 2025, on the website www.avalondesign.ie engaged in a misleading commercial practice under section 43(2) of the 2007 Act as described in section 43(3)(j) by providing information in relation to the legal rights of a consumer (whether contractual or otherwise) or matters respecting when, how or in what circumstances those rights may be exercised, namely by providing information that would be likely to deceive or mislead consumers as to their cancellation rights in relation to distance contracts under the 2022 Act; and that information would be likely to cause the average consumer to make a transactional decision that the average consumer would not otherwise make.

B. My Opinion

1. It is my opinion that Inter Trade & Marketing (I. T. M.) Limited has engaged in the misleading commercial practice outlined in the statement of alleged contravention, by providing information that would be likely to deceive or mislead consumers as to the correct timeframe for returning goods upon cancelling a distance contract when consumers exercise their right to cancel under the 2022 Act, as well as the means by which consumers are able to exercise this right.

C. The Reason for my Opinion as Follows:

1. For the purpose of this notice, I am satisfied that Inter Trade & Marketing (I. T. M.) Limited enters into distance contracts with consumers. Section 2 of the 2022 Act defines distance contracts as:

“a contract concluded between a trader and a consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the trader and the consumer, and with the exclusive use of one or more means of distance communication up to and including the time at which the contract is concluded;”

2. As of an inspection carried out on 29 January 2025 on your website www.avalondesign.ie, the following terms were found:
3. The “Refund and return policy” available at <https://www.avalondesign.ie/en/content/11-refund-and-return-policy> contained the following term:

“The BUYER has 14 days from receipt of merchandise to form an opinion and in case of non-satisfaction, to return the goods. To be entitled to an exchange or refund, the BUYER must submit photographs of the unwanted merchandise prior to repacking the item in its ORIGINAL packaging, with all accessories, instruction manuals and documentation before the merchandise may be returned to the warehouse. For further information, please contact AVALONDESIGN Customer Service Department at info@avalondesign.ie”

4. Section 115(1) of the 2022 Act states that:

“Where the consumer wishes to exercise the right to cancel a distance contract or an off-premises contract under section 112, the consumer shall, before the

expiry of the cancellation period, inform the trader of his or her decision to cancel the contract.”

5. The 2022 Act requires consumers to inform traders of their decision to cancel the contract before the expiration of the cancellation period. It sets out the means by which consumers must give this notice. The 2022 Act does not require consumers to submit photographs to be entitled to an exchange or refund.
6. It is my opinion that Inter Trade & Marketing (I. T. M.) Limited is likely to deceive or mislead consumers as to their cancellation rights by providing information stating that consumers’ ability to exercise their cancellation right is conditional upon submitting photographs of the goods prior to repackaging, such condition not being required by law.
7. In doing so, Inter Trade & Marketing (I. T. M.) Limited are providing information that is likely to deceive or mislead consumers as to how they may exercise a legal right. This is likely to cause the consumer to make a transactional decision that they otherwise would not make.
8. The above term also suggests that consumers have 14 days from receipt of merchandise to return the goods. In fact, the 2022 Act grants consumers in this instance the legal right to notify traders of their decision to cancel the contract within 14 days beginning on the day on which the consumer acquires physical possession of the goods (section 113(4) and section 115 of the 2022 Act). Consumers are then granted a further 14 days from that notice to return the goods to the trader by virtue of section 118(4) of the 2022 Act which provides:

“The consumer shall return or hand over the goods without undue delay and in any event not later than 14 days after the day on which he or she informed the trader in accordance with section 115 of his or her decision to cancel the contract.”

9. It is my opinion that Inter Trade & Marketing (I. T. M.) Limited provides information that is likely to deceive or mislead the average consumer regarding the period that the consumer is afforded to send goods back to the trader in the event they exercise their right to cancel. The information which you provided in the term outlined above omits the additional 14 days which the consumer has to send back the goods once the trader has been informed of the consumer’s decision to cancel.

10. It is my view that because of this term, Inter Trade & Marketing (I. T. M.) Limited is providing information that is likely to deceive or mislead consumers as to means by which they may exercise a legal right. This is likely to cause the consumer to make a transactional decision that they otherwise would not make.

11. Under section 2(1) of the 2007 Act, “transactional decision” means:

“In relation to a consumer transaction, any decision by the consumer concerning whether, how or on what terms to do, or refrain from doing, any of the following:

(a) purchase the product.

(b) make payment in whole or in part for the product.

(c) retain or return the product after its purchase.

(d) dispose of the product.

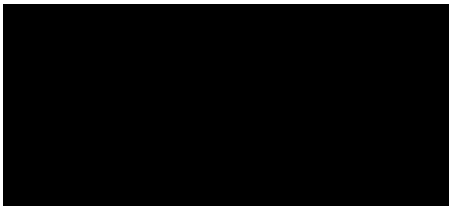
(e) exercise a contractual right in relation to the product;”

D. Compliance Direction and Requirements.

1. I hereby direct Intertrade & Marketing (I. T. M.) Limited to remedy this contravention by removing the above outlined misleading information from the website www.avalondesign.ie.
2. Intertrade & Marketing (I. T. M.) Limited must ensure that the information provided to consumers in any future terms and conditions regarding the legal rights of consumers (whether contractual or otherwise) or matters respecting when, how or in what circumstances those rights may be exercised accurately reflects that which is prescribed by legislation.
3. Inter Trade & Marketing (I. T. M.) Limited must comply with this notice by 9 April 2025.

E. Appeal Procedure

1. Inter Trade & Marketing (I.T. M.) Limited may appeal this notice to the District Court in the district in which the notice is served within 14 days after its service.
2. The form and manner of such an appeal is to be found in the District Court Rules. This is available from the registrar at your local District Court office or on the Courts Service website.
3. If you, Inter Trade & Marketing (I. T. M.) Limited decide to appeal the Compliance Notice, you must, at the same time, notify the CCPC at the above address. You must also notify the CCPC of the grounds for the appeal.
4. If an appeal is not made in accordance with section 75 of the 2007 Act and within 14 days after service of the notice, this notice will be treated as not disputed. You, Inter Trade & Marketing (I. T. M.) Limited will be deemed to have accepted the notice and have agreed to comply with the compliance direction and requirements and, any failure or refusal to comply with this notice is an offence and, on summary conviction you will be liable to the fine and penalties set out in Chapter 4 of the 2007 Act.



Authorised Officer,
Competition and Consumer Protection Commission

19 March 2025

This information is intended for information purposes only and does not constitute part of the Compliance Notice.

Compliance Notice Notes

Consumer Protection Act 2007 (2007 Act)

1.	Section 75(6) of the 2007 Act requires a person, when lodging an appeal, to, at the same time, notify the Competition and Consumer Protection Commission (“CCPC”) of the appeal and the grounds for the appeal. The CCPC is entitled to appear, be heard and adduce evidence on the hearing of the appeal.
2.	If on appeal the compliance notice is not cancelled, the notice takes effect on the later of the following: - the day after the day on which the notice is confirmed or varied on appeal, - if the appeal is withdrawn by the appellant the day after the day it is withdrawn, - the day specified in the notice.
3.	If there is no appeal under section 75(5) of the 2007 Act, the compliance notice takes effect on the later of the following: 14 days after the notice is served. - the day specified in the notice.
4.	An Authorised Officer may- - withdraw a compliance notice at any time, or - if no appeal is made or pending under section 75(5) of the 2007 Act, extend the date by which the recipient is to comply with the compliance direction and requirements.
5.	Withdrawal of a compliance notice does not prevent the service of another compliance direction or requirement specified in a compliance notice, whether it relates to the same matter or a different matter.
6.	In accordance with section 75(13) of the 2007 Act, if a compliance notice takes effect, the CCPC is required to publish the compliance notice or cause it to be published in any form or manner it considers appropriate.
7.	Section 86 of the 2007 Act requires the CCPC to maintain a “Consumer Protection List” of names and addresses of persons together with a description of their trade, business or profession and the particulars of the matter occasioning any enforcement actions taken by the CCPC. This includes persons against whom compliance notices have taken effect.

8.	Any person who, without a reasonable excuse, fails to comply with a direction or requirement specified in a compliance notice, commits an offence and, on summary conviction, is liable to the fines and penalties set out in section 79 of the 2007 Act.
9.	Section 79(1) of the 2007 Act provides that a person guilty of an offence under the 2007 Act is liable on summary conviction to the following fines and penalties: a) a Class B fine not exceeding €4000 or up to 6 months imprisonment or both, b) on any subsequent summary conviction, a fine not exceeding €5000, or imprisonment for a term not exceeding 12 months or both. c) If, after being convicted of an offence, a person continues to contravene the requirement or prohibition to which the offence relates, the person is guilty of a further offence on each day the contravention continues and for each such offence is liable on summary conviction to a fine not exceeding €500.
10.	According to section 75(14) of the 2007 Act, the issuing of this notice does not prevent the commencement of proceedings for an offence.