



Comisiún um  
fairspeacht agus  
Cosaint Tuirgálaithe

Competition and  
Consumer Protection  
Commission

## Compliance Notice

### Section 75 of the Consumer Protection Act 2007

Phoenix Mobile and Communications Limited t/a  
Munster Tech Centre,  
73 Upper O'Connell Street,  
Ennis,  
Co. Clare  
V96 WR6Y

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 ('the **CCPC**'), duly appointed under section 35 of the Competition and Consumer Protection Act 2014, hereby give you, Phoenix Mobile and Communications Limited trading as Munster Tech Centre ('**Phoenix Mobile and Communications Limited**'), notice, pursuant to section 75(2) of the Consumer Protection Act 2007, as amended ('the **2007 Act**'), that I am of the opinion that you, Phoenix Mobile and Communications Limited, have engaged in a misleading commercial practice under Part 3 of the 2007 Act, such a misleading commercial practice being a prohibited act or practice as defined by section 67(a) of the Consumer Protection Act 2007.

The contravention herein relates to the website, <https://www.munstertechcentre.ie/> (the '**Website**') through which Phoenix Mobile and Communications Limited provides a facility for consumers to enter into distance sales contracts with Phoenix Mobile and Communications Limited. I conducted an inspection of the website on 19 February 2025.

#### A. Statement of alleged contravention

1. For the reasons outlined in section C below, it is alleged, that you, Phoenix Mobile and Communications Limited, a trader for the purposes of the 2007 Act, on 19 February 2025 on the Website engaged in a misleading commercial practice 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 the correct information regarding traders' obligations upon the exercise of rights by consumers to cancel distance sales contracts in accordance with the Consumer Rights Act 2022 (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

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otherwise make. Such a practice, being prohibited under section 42(1) of the Consumer Protection Act 2007 as described by section 43(2) and section 43(3)(j) is an offence contrary to section 47 of the 2007 Act.

## **B. My opinion**

1. I am of the opinion that Phoenix Mobile and Communications Limited, on 19 February 2025, engaged in the prohibited practice outlined in the statement of alleged contravention above in Section A by providing a statement on the Website that would be likely to deceive or mislead consumers in relation to a trader's obligations which purports to limit your obligations as a trader upon the exercise of rights by consumers to cancel distance sales contracts in accordance with the 2022 Act.

## **C. The reasons for my opinion**

1. The reasons for my opinion are based on the following:
  - (a) Phoenix Mobile and Communications Limited is a legal person and can be described as a "trader" for the purposes of the 2007 Act. "Trader" is defined in section 2 of the 2007 Act.
  - (b) Phoenix Mobile and Communications Limited enters into distance contracts with consumers. Section 2 of the 2022 Act defines a distance contract 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".*
  - (c) My inspection of the Website on 19 February 2025 identified the following instance of deceiving or misleading information provided to consumers which would be likely to cause the average consumer to make a transactional decision that the average consumer would not otherwise make. I have identified this from the Terms and Conditions, accessible at: <https://munstertechcentre.ie/terms-conditions/> which include the following statements:

#### *"9.1 Right of withdrawal*

*You have the right to withdraw from this contract within 14 days without giving any reason.*

....

#### *9.2 Effects of withdrawal*

*If you withdraw from this contract, you will be liable for the costs of **delivery &** [CCPC emphasis added] **return...**"*

The Returns Policy, accessible at <https://munstertechcentre.ie/returns-policy/> includes the following statement:

*"We do accept returns, however these must be approved before returning and you will be subject to the charges of **both the shipping and** [CCPC emphasis added] **returning of the product.** You must clearly state the reason that you want to return the product."*

- (d) The statements outlined above are misleading as they do not reflect the rights that a consumer has under Section 117(1) of the 2022 Act which provides that:

*"... the trader shall reimburse all payments, including any payment for delivery, received from a consumer who exercises the right to cancel a contract."*

The bolded and underlined terms in the above statements may lead a consumer to assume that they shall not be reimbursed for any delivery charges they paid to Phoenix Mobile and Communications Limited as part of a distance contract. As noted above, section 117 of the 2022 Act states that a trader shall reimburse all

payments including payments for delivery received from a consumer who exercises the right to cancel a contract.

(e) Section 2 of the 2007 Act defines 'transactional decision' as follows:

*"means, in relation to a consumer transaction, whether or not that transaction is completed, 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;"*

(f) In my opinion, the average consumer would be likely to make a transactional decision that the average consumer would not otherwise make in circumstances where they based their decision on the information contained in Phoenix Mobile and Communications Limited's Terms and Conditions on the Website as quoted in Section C 1.(c) above.

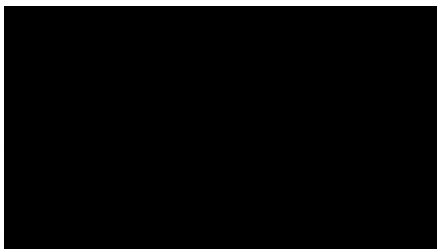
#### **D. Compliance directions and requirements**

1. With reference to Section C 1.(d), Phoenix Mobile and Communications Limited, a trader, is hereby directed to amend the area of the Website referred to at Section C 1.(c) above to ensure that any statements on the Website including the terms and conditions and returns policies, in relation to its obligations as a trader upon the exercise of rights by consumers to cancel distance sales contracts in accordance with the 2022 Act are accurate.
2. You must comply with this compliance direction and requirements by **18 August 2025**.

3. This compliance notice is in no way impacts your obligation to fully comply with all legal obligations between the date of this compliance notice and the date on which this compliance notice takes effect.

#### **E. Appeal Procedure**

1. Phoenix Mobile and Communications Limited may appeal this Compliance 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 form is available from the registrar at the local District Court office or on the Courts Service website.
3. In the event that Phoenix Mobile and Communications Limited decide to appeal the Compliance Notice, Phoenix Mobile and Communications Limited must, at the same time, notify the CCPC at the above address. Phoenix Mobile and Communications Limited 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, Phoenix Mobile and Communications Limited will be deemed to have accepted the Notice and to have agreed to comply with the compliance direction and requirements.
5. Any failure or refusal to comply with this Notice is an offence and, on summary conviction, Phoenix Mobile and Communications Limited will be liable to the fines and penalties set out in Part 5, Chapter 4 of the 2007 Act.



Authorised Officer

Competition and Consumer Protection Commission

Date: 28 July 2025