

Compliance Notice

Section 75 of the Consumer Protection Act 2007

To: Hot Fox Limited t/a cocoboutique.ie
Of: 17 Rock Hill,
Blackrock,
Dublin,
A94N6W8, Ireland

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, Hot Fox Limited notice, pursuant to section 75(2) of the Consumer Protection Act 2007 (the “2007 Act”), that I am of the opinion that you 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 2007 Act.

The contravention contained herein relates to the website, <https://www.cocoboutique.ie/>, (“the **Website**”), through which you, Hot Fox Limited trading as cocoboutique.ie (“**Hot Fox Limited**”), provide a facility for consumers to enter into distance contracts with cocoboutique.ie. I conducted an inspection of the website on 12 August 2025.

A. Statement of alleged contravention

That you, Hot Fox Limited, a trader for the purposes of the 2007 Act, on 12 August 2025, on the Website, engaged in a misleading commercial practice under section 43(2) of the 2007 Act and in relation to the matter set out in section 43(3)(j) of the 2007 Act 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 right to cancel a distance contract and their right



Coimisiún um
Iomaíocht agus
Cosaint Tomhaltóirí

Competition and
Consumer Protection
Commission

to be reimbursed, when a consumer exercises the cancellation rights that have been afforded to consumers under 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 otherwise make.

Such a practice, being prohibited under section 42(1) of the 2007 Act 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

I am of the opinion that you, Hot Fox Limited, on 12 August 2025 engaged in the misleading commercial practice outlined in the statement of alleged contravention at Section A above, by providing information that would be likely to deceive or mislead consumers as to their right to cancel a distance contract, and their right to be reimbursed when they exercise their cancellation rights, which have been afforded to consumers under the 2022 Act.

C. The reasons for my opinion

My opinion follows an examination of the Website, conducted on 12 August 2025. The reasons for my opinion are based on the following:

1. Hot Fox 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 both the 2007 Act and the 2022 Act.
2. Hot Fox Limited, through the Website, provides a facility for consumers to enter into distance contracts with cocoboutique.ie.
3. A distance contract is defined by section 2 of the 2022 Act 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.”

4. My inspection of the Website on 12 August 2025 identified instances 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 these below as follows:

- i. On the “Refund/ Exchanges” page under the heading “Just placed your order and changed your mind?” (<https://www.cocoboutique.ie/pages/refund-exchange-cancellation-policy>) that is accessible on the Website it states:

“Please note there are no refunds on sale/discounted/pre-order items - exchange or credit note only on sale items.”

5. The information provided to a consumer seeking to conclude a distance contract on the website, as described in paragraph 4(i) above, misleads consumers regarding their rights to a full refund of any returned items. Therefore, the information on the Website does not accurately reflect the rights that the consumer has for the following reasons: -

- i. Section 117(1) of the 2022 Act obliges the trader to **reimburse all payments**, received from a consumer who exercises the right to cancel a contract.
- ii. Section 117(5) of the 2022 Act obliges the trader, unless the consumer has expressly agreed otherwise, to reimburse the consumer using the same means of payment as the consumer used in for the initial transaction. **Sale items, discounted items or pre-order items** are not exempt from these provisions.

6. Section 2 of the 2007 Act defines “transactional decision” as being:

“...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;”

7. In my view, the average consumer would be likely to make a transactional decision that the average consumer would not otherwise make in circumstances where the conditions for exercising their cancellation rights contained on the page “Refund/ Exchanges” are not in accordance with the 2022 Act.

D. Compliance direction and requirements

1. Hot Fox Limited a trader, is hereby directed to amend the parts of the Website as identified in paragraph 4(i) and 4(ii) above and ensure that the information available to consumers in the current and any future terms and conditions, regarding the obligation of a trader in the event of cancellation of a distance contract of sale, discounted and pre-order items, accurately reflects the legal rights a consumer may avail of under section 117 of the 2022 Act. In particular, the trader must provide **full reimbursement** to consumers using the same means of payment as the consumer used in for the initial transaction and may not provide exchanges or credit notes unless expressly agreed by the consumer.
2. You must comply with this compliance direction and requirements by **28 January 2026**.

E. Appeal Procedure

1. Hot Fox Limited may appeal this Compliance Notice to the District Court in the district court district in which the notice is served **within 14 days after its service**.



Coimisiún um
Iomaíocht agus
Cosaint Tomhaltóirí

Competition and
Consumer Protection
Commission

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 the local District Court office or on the Courts Service website www.courts.ie.
3. In the event that Hot Fox Limited decides to appeal the Compliance Notice, Hot Fox Limited must, at the same time, notify the Competition and Consumer Protection Commission at the above address. Hot Fox Limited must also notify the Competition and Consumer Protection Commission 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, Hot Fox Limited will be deemed to have accepted the notice and 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, Hot Fox Limited will be liable to the fines and penalties set out in Part 5, Chapter 4 of the 2007 Act.

Signature: [REDACTED]

[REDACTED]

Authorised Officer

Competition and Consumer Protection Commission

Date: 5 January 2026