

30 October 2025

Re: Obligations of traders providing home maintenance, construction and improvement services to consumers

To whom it may concern,

I am writing to you on behalf of the Competition and Consumer Protection Commission (CCPC) to remind you of your obligation to comply with consumer protection law, as well as to notify you of our new Consumer Remedies in Service Contracts guidelines (the “Guidelines”). The Guidelines contain important information which can help you in achieving compliance with Part 4 of the Consumer Rights Act 2022 (the “2022 Act”).

Almost 1,250 contacts were made to the CCPC helpline in the first half of this year relating to the home building and improvements sector, making issues with this sector the second biggest call driver to our national consumer helpline in that period. The 2022 Act updated and strengthened consumer protection laws in Ireland, and it’s important for you, as a trader, to understand your obligations under this and other consumer protection law.

Who we are

The CCPC is a statutory body established pursuant to the Competition and Consumer Protection Act 2014. Its functions include encouraging compliance with consumer protection law and taking enforcement action for breaches of that law - <https://www.ccpc.ie/business/about/about-us/>.

Statutory obligations

You, as a trader who provides a service(s) to consumers, must comply with your obligations under, but not limited to, the 2022 Act and the Consumer Protection Act 2007 (the “2007 Act”). The 2022 Act automatically implies certain trader obligations into every service contract. These obligations apply to all traders who supply home maintenance, construction and improvement services to consumers such as carpentry and joinery work, electrical services, plumbing services, home heating services, cleaning services, painting and decorating, glazing and window repair and installation, landscaping and gardening services, green energy upgrades and general home renovation work.

There are certain requirements that all traders must meet before, during and after carrying out such work for a consumer. It is particularly important for you to understand your responsibilities if the provision of the service does not go as planned.

Consumer Rights Act 2022

Firstly, under Part 5 of the 2022 Act, there’s certain information that you must give to consumers before entering into a service contract. This information forms part of the service contract, and the service provided must comply with it to be considered “in conformity” with the contract. This information includes, amongst other things:

- the main characteristics of the service,
- the trader’s legal identity and trading name,
- the geographical address of the trader,
- the trader’s telephone number and email address,
- the total price of the service inclusive of VAT or where the price cannot reasonably be calculated in advance, how the price is to be calculated,

- the arrangements for payment, performance and the time by which the trader will supply the service.

In line with Part 4 of the 2022 Act, you must supply your service “in conformity” with the service contract. This means that the service must comply with what is specifically agreed between you and the consumer. The service must:

- be reasonably fit for the purpose agreed with the consumer,
- be of the quality and nature that can reasonably be expected to achieve what was agreed between you and the consumer,
- comply with anything you said or wrote to the consumer that the consumer relied upon when deciding to enter into the service contract or making any decision relating to the service after entering into the contract.

Additionally, to be in conformity, the service must comply with what the consumer would normally and generally expect from the same type of service. You must:

- have the necessary skill to supply the service, and must supply it with reasonable care and skill,
- use materials that are sound, reasonably fit for purpose and correspond to any description provided by you,
- generally comply with any public statement in relation to the service made by you, or on your behalf.

Where you supply a service which does not conform with the service contract, the consumer may be entitled to a remedy. Depending on the circumstances, remedies may include:

- the right to have the issue with the service fixed at no cost to the consumer, within a reasonable time and without significant inconvenience to the consumer,
- the right to terminate the service contract for a refund or receive a proportionate price reduction if, amongst other things:
 - the issue is not fixed within a reasonable time
 - the issue cannot be remedied without significant inconvenience to the consumer
 - it is impossible for you to bring the service into conformity
 - the service is unsafe,
- the immediate right to terminate the contract for a refund or get an immediate price reduction if the lack of conformity is of a serious nature,
- the right to withhold any outstanding payments until the service is supplied correctly.

These rights apply regardless of warranties or guarantees, which cannot restrict how and when a consumer can exercise their rights under the 2022 Act.

Furthermore, where you fail to supply a service or fail to perform the service on time, and the consumer terminates the contract, you must refund the consumer for any payments made without undue delay and in any event before the expiry of 14 days beginning on the date on which you were informed of the consumer’s decision to exercise their right to terminate.

It is important for you to be aware of your obligations to supply a service that is in conformity with the service contract, and to provide remedies where the service provided is not in conformity. If you do not provide consumers with the appropriate remedy, consumers are entitled to take legal action including the right to claim for damages from you. The CCPC may also take enforcement action for contraventions of Part 4 of the 2022 Act.

Consumer Protection Act 2007

Under the 2007 Act, you are prohibited from engaging in a range of unfair, misleading, aggressive and prohibited commercial practices. Engaging in such practices is an offence and can result in you being the subject of enforcement action up to and including criminal prosecution.

You should not engage in unfair practices which do not meet the requirements of professional diligence. Such a practice is unfair if:

- it is contrary to:
 - the general principle of good faith, or
 - the standard of skill and care that you may reasonably be expected to exercise in respect of consumers,
- and it would be likely to:
 - impair the average consumer's ability to make an informed choice, and
 - cause the average consumer to make a transactional decision they would not otherwise make.

You should not provide false, misleading or deceptive information about your services to consumers which could cause the average consumer to make a transactional decision they would not otherwise make, including information in relation to:

- the main characteristics of the service, including:
 - its benefits and fitness for purpose
 - the results to be expected from the service
 - the risk the service presents to consumers
 - the method or date of supply of the service
 - its execution or performance,
- the price of the service or the manner in which the price is calculated,
- your identity, affiliations, status or qualifications, and
- the legal rights of the consumer in relation to the service.

Similarly, you must not omit, conceal or withhold material information about the service from the consumer, or provide such information in a manner that is unclear, confusing or untimely.

You should not engage in aggressive practices such as harassment, coercion or undue influence which would be likely to significantly impair the average consumer's freedom of choice or conduct in relation to the service, causing them to make a decision they otherwise would not have made. This may include:

- using threatening or abusive language or behaviour,
- exploiting a consumer's misfortune or circumstance where the consumer's judgment is impaired,
- preventing or making it difficult for the consumer when they wish to terminate the service contract, exercise a legal right or switch to another trader.

You must also not make any misrepresentations to consumers such as that you:

- have an approval, authorisation or endorsement when you do not,
- are the signatory to a code of practice when you are not,
- are about to cease trading when you are not.

Contractual obligations

In addition to the statutory obligations described above, you must comply with any additional obligations contained in your contract with consumers.

The Guidelines

The Guidelines to assist you in understanding and complying with your obligations under Part 4 of the 2022 Act are available on the CCPC website (www.ccpc.ie) via the following link:

www.ccpc.ie/servicecontractguidelines.

The Guidelines, and this letter, are for information purposes only. Where you are uncertain as to your statutory obligations when dealing with consumers, you should obtain independent legal advice. There is further information available at www.ccpc.ie. There is an onus on you to ensure compliance with the 2022 Act, the 2007 Act and all other relevant legislation and failure to do so can result in the CCPC exercising the enforcement actions available to it, from prohibition orders and compliance notices up to and including criminal prosecutions.

We hope that the above information is helpful to you. We look forward to you putting in place any changes necessary to ensure your business is following the law. If you need any further guidance about your obligations under consumer protection law, we suggest that you seek independent legal advice.