



Coimisiún um
Iomaíocht agus
Cosaint Tomhaltairí

Competition and
Consumer Protection
Commission

AGREEMENT AND UNDERTAKING

The Competition and Consumer Protection Commission (*'the CCPC'*)

-and-

Ken Black Limited (*'KEN BLACK'*)

This Agreement and Undertaking is made by and between the **Competition and Consumer Protection Commission ('the CCPC')** and

Ken Black Limited, trading as Ken Black Toys and Nursery, and Ken Black ('KEN BLACK') on the date set forth below. The Undertaking of **KEN BLACK** contained herein is accepted by **the CCPC** pursuant to section 73 of the Consumer Protection Act, 2007 (*'the 2007 Act'*). **The CCPC** and **KEN BLACK** are referred to collectively herein as *'the Parties'*.

WHEREAS FOR THE PURPOSES OF THIS UNDERTAKING:

- A. **KEN BLACK** carries on business activities as a limited company incorporated within the State, having its registered office at Windsor House, 15 Windsor Terrace, Dun Laoghaire, Co Dublin and is a 'trader' for the purposes of the **2007 Act** and S.I. No. 639/2002 – European Communities (Requirements to Indicate Product Prices) Regulation 2002 (*'the 2002 Regulations, as amended by S.I. No. 597/2022'*).
- B. **The CCPC** is a statutory body established by the Competition and Consumer Protection Act, 2014, and its functions pursuant to section 10 of that Act include *inter alia*:
 - (i) to promote and protect the interests and welfare of consumers;
 - (ii) to carry out an investigation, either on its own initiative or in response to a complaint made to it by any person, into any suspected breach of the relevant statutory provisions;
 - (iii) to encourage compliance with, and enforce the relevant statutory provisions.

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- C. These statutory provisions include the **2002 Regulations, as amended by S.I. No. 597/2022**.
- D. The indication of the prior price, as set out in the **2002 Regulations, as amended by S.I. No. 597/2022**, increases price transparency and ensures that consumers actually pay less for the goods when a price reduction is announced.
- E. Paragraph (1) of Regulation 5A of the **2002 Regulations, as amended by S.I. No. 597/2022**, requires that “where a trader announces a reduction in the selling price or unit price, as the case may be, of a product offered for sale to consumers, the trader shall indicate, in that announcement, the prior price of that product”.
- F. Paragraph (3) of this Regulation stipulates that the ‘prior price’ in relation to a product in respect of which a reduction in selling price or unit price is announced, means –
- (a) subject to paragraph (b), the lowest selling price or unit price, as the case may be, applied by the trader to the product during a period of not less than 30 days before the application of the reduction in the selling price or unit price of the product, or
 - (b) in a case where there are consecutive reductions in the selling price or unit price of the product, the lowest selling price or unit price, as the case may be, applied by the trader to the product during a period of not less than 30 days before the initial application of a reduction in the selling price or unit price of the product.
- G. Paragraph (2A) of Regulation 6 of the **2002 Regulations, as amended by S.I. No. 597/2022**, provides that “A trader shall ensure that the announcement of a reduction in the selling price or unit price, as the case may be, of a product offered for sale to a consumer is –
- (a) unambiguous and easily identifiable as referring to that product, and
 - (b) clearly visible and legible to prospective consumers.”
- H. The **CCPC** has identified a number of instances where **KEN BLACK** contravened Regulation 5A of the **2002 Regulations, as amended by S.I. No. 597/2022**, on its website <https://kenblack.ie> (‘the **Website**’). These contraventions occurred between 19 October 2023 and 30 November 2023 (‘**2023 Black Friday Sales period**’), where **KEN BLACK** indicated on the **Website**, a ‘prior price’ on a number of products, that was not the lowest

selling price for the product for a period of at least 30 days before the reduction in selling price was applied.

- I. **The CCPC** has identified and informed **KEN BLACK** of instances where the latter failed to provide the correct prior price as required by the 2002 Regulations, as amended by S.I. No. 597/2022.
- J. Having regard to the above, the Parties have reached an agreement, as more particularly described below, wherein **the CCPC** accepts **KEN BLACK**'s undertaking of certain obligations as herein set out.

IT IS HEREBY AGREED AS FOLLOWS:

1. **KEN BLACK** undertakes to ensure compliance with the **2002 Regulations, as amended by S.I. No. 597/2022**, and, in particular, to indicate in an unambiguous, easily identifiable and clearly visible and legible manner, the correct prior price of each product to which a price reduction announcement applies. This includes *inter alia* refraining from:
 - displaying a crossed-out price that is presented as the prior price of products on the **Website** where, in effect, it is not the prior price as required by Paragraph (3) of Regulation 5A of the **2002 Regulations, as amended by S.I. No. 597/2022**; and
 - making price reduction announcements where the selling price is higher than the correct prior price as stipulated by this Regulation.
2. In consideration of the Undertaking furnished by **KEN BLACK** as set out herein, **the CCPC** agrees that it will not initiate criminal proceedings in relation to the issues identified in respect of the **2023 Black Friday Sales period** for so long as **KEN BLACK** remains in compliance with this Undertaking. Nothing in this Undertaking shall be construed so as to impair **the CCPC**'s right to institute civil or criminal proceedings for any matter not specifically described herein.
3. This Agreement and Undertaking shall be and is intended by the Parties to be a binding and enforceable agreement. Pursuant to section 73(7) of the 2007 Act, should **KEN BLACK** fail to comply with the terms and conditions of the Undertaking, **the CCPC** may serve a compliance notice on **KEN BLACK** under section 75 of the 2007 Act and/or take such action which it is lawfully authorised to do including commencing legal proceedings in an appropriate Court.
4. On the acceptance of the Undertaking from **KEN BLACK**, **the CCPC** shall, pursuant to section 73(3) of the 2007 Act, "publish the undertaking, or cause it to be published, in any form or manner the [CCPC] considers appropriate."

5. The Undertakings provided herein shall be binding on the directors, officers, employees, servants, agents, and successors and assigns of **KEN BLACK**.
6. The terms “and” and “or” as used herein have both conjunctive and disjunctive meanings.
7. This Undertaking will take effect on 15 April 2025.

AGREED AND ACCEPTED BY:

Signed

Mr/Ms

Director / Manager / Secretary / other officer / * on behalf of **KEN BLACK**

Date:

Signed

Mr

Director of Consumer Enforcement Division, **CCPC**Date: 18TH March 2025

* Delete where appropriate