

Compliance Notice

Section 75 of the Consumer Protection Act 2007

To: The Dublin Mint Office Limited,
Floor 3, Block 3,
Miesian Plaza,
Dublin 2.
Dublin,
Ireland.
D02Y754

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

Ref No: CED/2025/LF03

I [REDACTED] an authorised officer of the Competition and Consumer Protection Commission, duly appointed under section 35 of the Competition and Consumer Protection Act 2014, hereby give you The Dublin Mint Office Limited notice pursuant to section 75(2) of the Consumer Protection Act 2007 (the "2007 Act"), that I am of the opinion that you have contravened an enactment specified in Schedule 5 of the Consumer Protection Act 2007, namely the Consumer Rights Act 2022 ("the 2022 Act").

The contraventions contained herein relate to the website, <https://www.dublinmintoffice.ie> ("the website") through which you, The Dublin Mint Office Limited, provide a facility for consumers to enter into distance contracts with The Dublin Mint Office Limited. I conducted an inspection of the website on 27 March 2025.

A. Statement of alleged contravention

That you, The Dublin Mint Office Limited, a trader within the meaning of the Consumer Protection Act 2007, on 27 March 2025, on the website <https://www.dublinmintoffice.ie> contravened a relevant enactment specified in Schedule 5 to the Consumer Protection Act 2007, namely, section 106(1)(a) of the 2022 Act, in that you failed to give or make available to consumers the following information requirements for distance contracts, as set out in Schedule 3 of the 2022 Act, before the consumer is bound by a distance contract:

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- As set out in paragraph (m) of Schedule 3 of the 2022 Act, information on the right to cancel, where it exists, and the conditions, time limit and procedures for exercising that right in accordance with Section 112 of the 2022 Act;
- As set out in paragraph (q) of Schedule 3 of the 2022 Act, information on the existence of a legal obligation on the trader to supply goods that are in conformity with the contract.

Section 106(1)(a) of the 2022 Act provides that;

"106. (1) Before the consumer is bound by a distance contract or any corresponding offer, the trader shall give or make available to the consumer-

*in plain and intelligible language and in a way appropriate to the means of distance communication used, the information specified in Schedule 3..."*Section 106(11) of the 2022 Act provides that a trader who contravenes section 106(1) of that Act commits an offence.

B. My Opinion

I am of the opinion that you, The Dublin Mint Office Limited, on 27 March 2025, engaged in the prohibited practice outlined in the statement of alleged contravention above, by failing to provide the information set out in Schedule 3 of the 2022 Act, and identified at paragraph A above.

C. The reasons for my opinion

My opinion is based on an inspection of the website <https://www.dublinmintoffice.ie> ("the website") I conducted on 27 March 2025. The reasons for my opinion are as follows:

1. The Dublin Mint Office Limited, is a "trader" as defined by section 2 of the 2007 Act, and is a trader as defined by section 2 of the 2022 Act.

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2. The Dublin Mint Office Limited, through the website, <https://www.dublinmintoffice.ie>, provides a facility for consumers to enter into distance contracts with The Dublin Mint Office Limited.
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. Through the website, <https://www.dublinmintoffice.ie>, The Dublin Mint Office Limited, enters into contracts with consumers which are distance contracts within the meaning of section 2 of the 2022 Act.
5. My inspection of the website on 27 March 2025 identified the following statements which referred to the returns policy operated by The Dublin Mint Office Limited through the website.
 - (i) On the ‘<https://www.dublinmintoffice.ie/frequently-asked-questions#how-do-i-return-an-item>’ page under the tab “How do I return an item”, the website contained the following statements;
 - (a) *“The Company provides a “No Quibble” returns policy which allows you to return any goods, providing that they are returned within 14 days of receipt, complete and in a condition as good as when they were delivered.”*
 - (b) *“Our returns policy is a 14 day period”*

(i) On the 'http ://www.dublinmintoffice.ie/frequently-asked-questions#how-do-i-cancel-my-order' page under the tab "How do I cancel my order", the website contained the following statement:

(c) "If your item does leave us before the request to cancel the order we can supply you with a pre-paid returns label within 14 days of you receiving the goods, we would require you to keep the proof of posting."

On the 'http ://www.dublinmintoffice.ie/frequently-asked-questions#t -cs' page the website contained the following statements:

(d) "In addition to your statutory rights, the Company provides a "no quibble" returns policy which allows you to return any goods (except personalised items), providing they are returned within 14 days of receipt, complete and in mint condition. Receipt of goods is determined to be the earlier of either the date the delivery has been signed for, or seven working days from the invoice date."

(e) "In the event that a product is returned outside of the 14 day returns period, we reserve the right to refuse acceptance."

6. Section 106(1)(a) of the 2022 Act obliges the trader to give or make available to the consumer the information specified in Schedule 3 of the 2022 Act in plain and intelligible language before the consumer is bound by a distance contract. Schedule 3 (m) of the 2022 Act obliges the trader to provide information about the conditions, time limit and procedures for exercising the right to cancel a distance contract in accordance with section 112 of the 2022 Act. Section 112(1) provides for a consumer to cancel a distance contract before the expiry of the cancellation period. Section 115 of the 2022 Act prescribes the procedure for how a consumer may exercise their right to cancel the contract under Section 112 of the 2022 Act. The statements identified

at paragraph 5 above do not provide the correct information to consumer on their right to cancel, where it exists, nor the conditions, time limit and procedures for exercising that right in accordance with Section 112 of the 2022 Act, in contravention of section 106(1)(a) of the 2022 Act.

7. Section 112 of the 2022 Act provides that a consumer has the right to cancel a distance sales contract without giving any reason for the cancellation. Section 11 of the 2022 Act provides that the consumer may cancel the contract at any time up to 14 days after the consumer receives the goods. Section 118 of the 2022 Act provides that in the event of the cancellation by the consumer of the sales contract, the consumer shall return or hand over the goods without undue delay, and in any event not later than 14 days from the day on which he or she informed the trader of his or her decision to cancel the contract in accordance with Section 115. Therefore, dependent on the day on which the consumer notifies the trader of his or her decision to cancel, a consumer may have up to 28 days to return the goods from the day the consumer acquired possession of the good. The statements identified at paragraph 5 above do not provide the correct information to consumers on the conditions, time limit and procedures for exercising their right to cancel a contract in accordance with Section 112 of the 2022 Act, in contravention of section 106(1)(a) of the 2022 Act.

D. Compliance direction and requirements

1. The Dublin Mint Office Limited, a trader, is hereby directed to cease the contravention of section 106(1)(a) of the 2022 Act on the website <https://www.dublinmintoffice.ie>, as identified above.
2. The Dublin Mint Office Limited, a trader, is hereby required when entering distance contracts with consumers to comply with section 106(1)(a) of the 2022 Act and provide on

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your trading website(s) the information as set out in paragraphs (m) and (q) of Schedule 3 of the 2022 Act.

You must comply with this compliance direction and requirement by 19 September 2025.

E. Appeal Procedure

- a) You 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.
- b) The form and manner of such an appeal is that to be found in the District Court Rules, Form 40D.01 Schedule C. This is available from the registrar at your local District Court office and online at www.courts.ie.

- c) Should you appeal this Compliance Notice, you must, at the same time, notify the Competition and Consumer Protection Commission of the appeal and of the grounds for the appeal. The CCPC shall be entitled to appear, be heard and adduce evidence on the hearing of the appeal.

The notification of appeal should be forwarded to;

The Competition and Consumer Protection Commission,

Bloom House,

Railway Street,

Dublin 1,

D01 C576.

- d) If this Compliance Notice is not appealed under subsection 75(5) of the 2007 Act, it shall take effect on the later of the following:

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Comisiún um
Iomláocht agus
Cosaint Tomhaltóirí

Competition and
Consumer Protection
Commission

- i. 14 days after the Notice is served, or
 - ii. the day specified in the Notice
- e) If an appeal is not made in accordance with section 75 of the Consumer Protection Act 2007 and within 14 days after service of the Compliance Notice, this notice will be treated as not disputed, you will be deemed to have accepted the notice and have agreed to comply with the compliance direction and requirement.
- f) Any failure or refusal to so comply is an offence and, on summary conviction, you will be liable to the fine and penalties set out in Part 5, Chapter 4 of the Consumer Protection Act 2007.

Signature: 


Authorised Officer

Competition and Consumer Protection Commission

Date: 27 August 2025.

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