

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/LF02

[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 engaged in a misleading commercial practice under Part 3 of the Consumer Protection Act 2007, such a misleading commercial practice being a prohibited act or practice as defined by section 67(a) of the Consumer Protection Act 2007.

Further, I hereby give you, The Dublin Mint Office Limited, notice pursuant to section 75(2) of the Consumer Protection Act 2007, that I am of the opinion that you engaged in a prohibited commercial practice under Part 3 of the Consumer Protection Act 2007, such a prohibited commercial practice being a prohibited act or practice as defined by section 67(c) of the Consumer Protection Act 2007.

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.

Bloom House,
Railway Street,
Dublin 1, Ireland.
+353 1 402 5500

www.ccpc.ie



A. Statement of alleged contravention

1. That you, The Dublin Mint Office Limited, a trader for the purposes of the Consumer Protection Act 2007, on 27 March 2025 , on the website, www.dublinmintoffice.ie engaged in a misleading commercial practice as described by 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 the correct information regarding consumers' cancellation rights in relation to distance contracts 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, is prohibited under section 42(1) of the 2007 Act, and is an offence contrary to section 47 of the 2007 Act.

2. That you, The Dublin Mint Office Limited, a trader for the purposes of the Consumer Protection Act 2007, on 27 March 2025 , on the website <https://www.dublinmintoffice.ie>, engaged in a prohibited commercial practice by making representations or creating the impression that cancellation rights already afforded to consumers under Part 5 Chapter 5 of the 2022 Act were, instead, a distinctive feature of The Dublin Mint Office Limited's promotion or supply to consumers.

Such a practice, is prohibited under section 55(1)(p) of the 2007 Act and is an offence contrary to section 56 of the 2007 Act.



B. My Opinion

1. I am of the opinion that you, The Dublin Mint Office Limited, on 27 March 2025, engaged in the misleading practice outlined in the statement of alleged contravention at paragraph A.1, above, by providing information that would be likely to deceive or mislead consumers in relation to:
 - a. the method by which a consumer may cancel a distance contract in accordance with section 115 of the 2022 Act, and
 - b. the time period within which consumers may exercise their right to cancel a distance contract and return the goods as set out in sections 113 and 118(4) of the 2022 Act,and that such practices would be likely to cause the average consumer to make a transactional decision that the average consumer would not otherwise make.
2. Further, I am of the opinion that you, The Dublin Mint Office Limited, on 27 March 2025 engaged in the prohibited act or practice outlined in the statement of alleged contravention at paragraph A.2 above by making a representation, or creating the impression, that statutory rights given to consumers who exercise their right to cancel a distance contract under the 2022 Act are, instead, a distinctive feature of your promotion or supply to consumers.

C. The reasons for my opinion

My opinion is based on an inspection of the website, <https://www.dublinmintoffice.ie>, 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.
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.

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3. A Distance Contract is defined in 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, <https://www.dublinmintoffice.ie>, on 27 March 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 ‘<https://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;

“If you do require to cancel your order, please contact our Customer Experience team on 1800 937 321 so we can assist you.”

This statement is misleading as it does not reflect the rights that the consumer has under section 115 of the 2022 Act nor does it fulfil the obligations of traders set out in section 106 of the 2022 Act. Section 106 (1)(a) obliges the trader to inform the consumer of the conditions, time limit and procedures for exercising the right to cancel in plain and intelligible language before the consumer is bound by a distance contract. Section 115 provides that to exercise the right to cancel, the consumer shall, before the expiry of the cancellation period, inform the trader of his or her decision to cancel the contract. To do this the consumer may:

- (a) use the model cancellation form in Part 2 of Schedule 4, or



(b) make any other unequivocal statement setting out his or her decision to cancel the contract.

The trader is therefore not entitled to restrict the method by which the consumer informs the trader of his or her decision to cancel the sales contract.

- (ii) 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", <https://www.dublinmintoffice.ie/about-us/14-customer-service/106-terms-and-conditions>, and <https://www.dublinmintoffice.ie/customer-service/terms-conditions>, 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"***

- (iii) On the '<https://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."***

- (iv) On the '<https://www.dublinmintoffice.ie/aboutus/about-dmo>' page, the website contained the following statement;

- d. *“if for any reason you decide that any of our products do not make the perfect addition to your collection The Dublin Mint Office guarantees that it will buy back any goods at the original purchase price, providing that they are returned within 14 days of receipt, complete and in mint condition”.*

These statements at paragraph 5 (ii), (iii) and (iv) are misleading as they do not reflect the rights that the consumer has under the 2022 Act. 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 113(4) of the 2022 Act states that the consumer may cancel a distance sales contract at any time up to 14 days after the consumer receives the goods. Section 118(4) 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 after 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, depending 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 goods.

6. 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;”

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 information provided on the website of The Dublin Mint Office Limited regarding the cancellation rights of consumers is not in accordance with the 2022 Act.

7. The website provided the following information;

- (i) On the ‘<https://www.dublinmintoffice.ie/frequently-asked-questions#ts-cs>’ page, under the heading “14 Day ‘No Quibble’ Returns Policy” the website contained the following statement;

“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 7 working days from the invoice date.”

- (ii) Several individual product pages on the website contain the following statement;

“Rest assured, you have no further commitments, and your purchase is protected by The Dublin Mint Office's 14-day “no quibble” guarantee”.

- (iii) The website header, visible throughout the website, contained the following statement;

“Satisfaction Assured- 14 Day Money Back Guarantee”.

(iv) On the 'https://www.dublinmintoffice.ie/aboutus/about-dmo' page, the website contained the following statement;

“if for any reason you decide that any of our products do not make the perfect addition to your collection The Dublin Mint Office guarantees that it will buy back any goods at the original purchase price, providing that they are returned within 14 days of receipt, complete and in mint condition”.

These statements, outlined at paragraph 7, make a representation and create the impression that rights given to a consumer under an enactment, namely the rights of a consumer under:

- (i) Section 112 of the 2022 Act which provides that a consumer has the right to cancel a distance sales contract without giving any reason for the cancellation;
 - (ii) Section 113 of the 2022 Act which provides that a consumer may cancel a distance sales contract at any time up to 14 days after the consumer receives the goods;
 - (iii) Section 117 of the 2022 Act which provides that subject to subsection 2, a trader shall reimburse all payments, including any payment for delivery, received from a consumer who exercises the right to cancel a contract; and
 - (iv) Section 118(4) of the 2022 Act which provides that 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;
- are a distinctive feature of The Dublin Mint Office Limited's promotion or supply.



Coimisiún um
Iomaíocht agus
Cosaint Tomhaltóirí

Competition and
Consumer Protection
Commission

D. Compliance direction and requirements

1. The Dublin Mint Office Limited, a trader, is hereby directed to remedy the instances of misleading information provided to consumers on the website <https://www.dublinmintoffice.ie> as identified in paragraph 5 above.
2. The Dublin Mint Office Limited, a trader, is hereby directed to cease the prohibited practices identified at paragraph 7, above.
3. The Dublin Mint Office Limited, a trader, is hereby required to provide to consumers with whom it concludes distance contracts, information with respect to consumers' rights, in accordance with 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 on the website 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 the appeal should be forwarded to:

The Competition and Consumer Protection Commission,

Bloom House,

**Bloom House,
Railway Street,
Dublin 1, Ireland.
+353 1 402 5500**

www.ccp.ie





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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:
- 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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This information is intended for information purposes only and does not constitute part of the Compliance Notice.

Compliance Notice Notes

Consumer Protection Act 2007 (2007 Act)

1.	Section 75(6) of the 2007 Act requires a person, when lodging an appeal, to, at the same time, notify the Competition and Consumer Protection Commission of the appeal and the grounds for the appeal. The Commission is entitled to appear, be heard and adduce evidence on the hearing of the appeal.
2.	If on appeal the compliance notice is not cancelled, the notice takes effect on the later of the following: a. <u>the day after the day on which the notice is confirmed or varied on appeal.</u> b. <u>if the appeal is withdrawn by the appellant the day after the day it is withdrawn.</u> c. <u>the day specified in the notice.</u>
3.	If there is no appeal under section 75(5) of the 2007 Act, the compliance notice takes effect on the later of the following: a. <u>14 days after the notice is served.</u> b. <u>the day specified in the notice.</u>
4.	An Authorised Officer may- a. <u>withdraw a compliance notice at any time, or</u>

	b. <u>if no appeal is made or pending under section 75(5) of the 2007 Act, extend the date by which the recipient is to comply with the compliance direction and requirements.</u>
5.	<u>Withdrawal of a compliance notice does not prevent the service of another compliance direction or requirement specified in a compliance notice, whether it relates to the same matter or a different matter.</u>
6.	<u>In accordance with section 75(13) of the 2007 Act, if a compliance notice takes effect, the Commission is required to publish the compliance notice, or cause it to be published in any form or manner it considers appropriate.</u>
7.	<u>Section 86 of the 2007 Act requires the Commission to maintain a "Consumer Protection List" of names and addresses of persons together with a description of their trade, business or profession and the particulars of the matter occasioning any enforcement actions taken by the Commission. This includes persons against whom compliance notices have taken effect.</u>
8.	<u>Any person who, without a reasonable excuse, fails to comply with a direction or requirement specified in a compliance notice, commits an offence and, on summary conviction, is liable to the fines and penalties set out in section 79 of the 2007 Act.</u>
9.	<u>Section 79(1) of the 2007 Act provides that a person guilty of an offence under the 2007 Act is liable on summary conviction to the following</u> <u>fines and penalties:</u> a. <u>a Class B fine not exceeding €4000 or up to 6 months imprisonment or both,</u>

	b. <u>on any subsequent summary conviction, a fine not exceeding €5000, or imprisonment for a term not exceeding 12 months or both.</u> c. <u>If, after being convicted of an offence, a person continues to contravene the requirement or prohibition to which the offence relates, the person is guilty of a further offence on each day the contravention continues and for each such offence is liable on summary conviction to a fine not exceeding €500.</u>
10.	<u>According to section 75(14) of the 2007 Act, the issuing of this notice does not prevent the commencement of proceedings for an offence.</u>