Coimisiún um Iomaíocht agus Cosaint Tomhaltóirí | Competition and Consumer Protection Commission

Compliance Notice

Section 75 of the Consumer Protection Act 2007

To: The Company Secretary
Of: 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[redacted]

[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 notice, pursuant to section 75(2) of the Consumer Protection Act 2007 (the "CPA 2007 "), that I am of the opinion that you, The Dublin Mint Office Limited ("the DMO"), contravened an enactment specified in schedule 5 of the 2007 Act, namely, Part 6 of the Consumer Rights Act 2022 (the "CRA 2022") concerning unfair terms in consumer contracts.

The contraventions contained herein relate to the DMO website; https://www.dublinmintoffice.ie ("the website"), through which the DMO provides a facility to consumers to enter distance contracts with the DMO. On 17 April 2023, the CCPC carried out an assessment of the terms and conditions of consumer contracts published on the DMO website for unfairness under the Consumer Rights Act 2022. The assessment for unfairness identified a number of terms, outlined below, which were deemed to be unfair and in contravention of Part 6 of the CRA 2022.

ON the 23 October 2024, the CCPC reviewed the DMO website and confirmed that the terms identified as unfair in the assessment remain published on the DMO website.

[redacted]

A. Statement of alleged contravention

That you, The Dublin Mint Office Limited, a trader for the purposes of the Consumer Protection Act 2007, on 17 April 2023, on the https://www.dublinmintoffice.ie website, contravened an enactment specified in schedule 5 of the CPA 2007 , namely, Part 6 of the CRA 2022 concerning unfair terms in consumer contracts, by publishing the terms outlined at paragraphs 1 to 3 hereinafter under "the Reasons for my opinion", which terms have been assessed as unfair.

B. My Opinion

I am of the opinion that you, The Dublin Mint Office Limited, on 17 April 2023, contravened an enactment specified in schedule 5 of the 2007 Act, namely, Part 6 of the CRA 2022 concerning unfair terms in consumer contracts.

C. The reasons for my opinion

My opinion follows an assessment for unfairness, carried out on 17 April 2023, of the terms and conditions published on the DMO website; https://www.dublinmintoffice.ie. The reasons for my opinion are as follows:

(i). The DMO, as a legal person, can be described as a "trader" for the purposes of the CPA 2007 and the CRA 2022. A trader is defined in section 2(1) of the CPA 2007 and section 2(1) of the CRA 2022.

(ii). The DMO, through its website https://www.dublinmintoffice.ie, provides a facility for consumers to enter into distance contracts with The Dublin Mint Office Limited.

(iii). A Distance Contract is defined in section 2 of the CRA 2022 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."*

(iv). The DMO, through its website; https://www.dublinmintoffice.ie, enters into contracts with consumers which are distance contracts within the meaning of section 2 of the CRA 2022 .

[redacted]

(v). Part 6 of the CRA 2022 applies to the Terms and Conditions of Sale as published on the website of the DMO.

(vi). On 17 April 2023, The CCPC carried out an assessment for unfairness of the terms published on the DMO website which identified terms deemed to be unfair and in contravention of Part 6 of the CRA 2022. The consumer contract terms deemed unfair are outlined hereinafter as follows:

1. **Term Re Refunds:**

1.1. The DMO has published the following under "Terms and Conditions of Sale" on its website page: https://www.dublinmintoffice.ie/frequently-asked-questions#ts-cs, "A full refund will be issued on receipt of the returned goods for items previously paid, however, we reserve the right to offset any other unpaid balances prior to processing your refund."

(i). The reasons for my opinion are set out in Appendix 1 to this Compliance Notice.

2. **Term Re Payment Via Invoice:**

2.1. The DMO has published the following under "Terms and Conditions of Sale" on its website page: https://www.dublinmintoffice.ie/frequently-asked-questions#ts-cs, DMO's payment via invoice terms specify that; *"Payment via invoice is due and is required on receipt of invoice, or on or before the due date specified on the invoice irrespective of the 14 day returns period. In the event of non-payment, DMO reserve the right to:*

(i). Charge interest on overdue invoices at a rate of 4% above the base rate of lending rate in force from time to time of the Governor and Company of the Bank of Ireland and accrued on a daily basis from the date payment became due to the date of receipt of cleared funds.

(ii). Charge a late payment fee for overdue invoices plus an additional fee to cover expenses incurred in providing the buyer with written or verbal reminders, or for passing the overdue debt to a solicitor or authorised third party for legal proceedings or for tracing & collection.

(iii). Charge a fee to cover the costs and administration incurred by the seller for processing unpaid cheques, direct debits, declined, refused, rejected or disputed card payments and for processing rejected or refused payments for other payment types not mentioned.

(iv). *Charge a fee for providing the buyer or an authorised third party for the retrieval, copying and despatch of copy invoices or statements.*

(v). *Suspend or cancel an application, order or account without notice.*

2.2. The reasons for my opinion are set out at Appendix 2 to this Compliance Notice.

3. Term Re Online Payment

3.1. The DMO has also published the following term under "Terms and Conditions of Sale" on its website page: https://www.dublinmintoffice.ie/frequently-asked-questions#ts-cs, which stipulates that;
"When you purchase a subscription, you will be given the option to nominate a credit or debit card which can be used to process payment for future coin shipments. If you choose not to opt for this service, you will be sent an invoice requesting payment for each subsequent coin issue. Recurring payment agreements for our subscription services are covered in the continuous payment authority section of our website."
This term is linked to the Continuous Payment Authority terms on a separate website page: https://www.dublinmintoffice.ie/customer-service/continuous-payment-authority.

3.2. The reasons for my opinion are set out at Appendix 3 to this Compliance Notice.

D. Compliance direction and requirements

1. The CCPC directs that the Dublin Mint Office Limited, a trader, review its website; https://www.dublinmintoffice.ie, and remove any term that has been assessed as unfair by the CCPC, or to amend the terms to bring them into compliance with the Consumer Rights Act 2022.

2. 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 CRA 2022 .

You must comply with this compliance direction and requirement by 24 April 2025.

[redacted]

E. Appeal Procedure

a) If the DMO wishes to dispute this compliance notice, Under section 75(5) of the 2007 Act, it may be appealed to the District Court in the district court district in which the notice is served not later than 14 days after the date of 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) If this compliance notice is appealed under *subsection (5) of the 2007 Act, the DMO* shall at the same time notify the CCPC of the appeal and the grounds for the appeal and 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 & 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:

(i). 14 days after the notice is served, or

(ii). the day specified in the 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.

e) 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: [redacted]

[redacted]
Authorised Officer
Competition and Consumer Protection Commission

Date: 24 March 2025