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

# Compliance Notice

## Section 75 of the Consumer Protection Act 2007

Pure Fashions Limited
Canal Road
Letterkenny
Co. Donegal
F92 PN40

Competition and Consumer
Protection Commission
Bloom House
Railway Street
Dublin 1
D01 C576

I, [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 Pure Fashions Limited notice pursuant to section 75(2) of the Consumer Protection Act 2007 (the "2007 Act") that I am of the opinion it has engaged in a misleading commercial practice contrary to section 43(2) of the 2007 Act, such a misleading commercial practice being a prohibited act or practice as defined by section 67(a) of the 2007 Act.

The alleged contravention contained herein relates to the website https://pureonline.ie/ (the "Website").

### A. Statement of alleged contravention

It is alleged that Pure Fashions Limited is a trader for the purposes of the 2007 Act and the Consumer Rights Act 2022 (the "2022 Act"). On 12 August 2025, on the Website, Pure Fashions Limited engaged in a misleading commercial practice under section 43(2) of the 2007 Act in relation to a matter set out in section 43(3)(j) of the 2007 Act. In particular, Pure Fashions Limited provided information that would be likely to cause the average consumer to be deceived or misled 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. 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 misleading commercial practice is described in section 43(2) of the 2007 Act and prohibited under section 42(1) of the 2007 Act. It is also an offence contrary to section 47 of the 2007 Act and a prohibited act or practice as defined in section 67(a) of the 2007 Act.

**B. My opinion**

I am of the opinion that Pure Fashions Limited, on 12 August 2025, engaged in the misleading commercial practice outlined in the statement of alleged contravention at part A above by providing information that would be likely to deceive or mislead the average consumer as to their legal rights (whether contractual or otherwise) or matters respecting when, how or in what circumstances those rights may be exercised. Namely, that it provided information that would be likely to deceive or mislead the average consumer as to their legal right to return their goods after cancelling a distance contract, and their right to be reimbursed when exercising this right.

**C. The reasons for my opinion**

My opinion follows an inspection of the Website conducted on 12 August 2025. The reasons for my opinion are based on the following:

1. Pure Fashions Limited is a legal person and can be described as a "trader" for the purposes of the 2007 Act and the 2022 Act. Trader is defined in section 2 of both the 2007 Act and the 2022 Act.

2. Pure Fashions Limited, through the Website, provides a facility for consumers to enter into distance contracts with Pure Fashions 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.** My inspection of the Website on 12 August 2025 identified instances of Pure Fashions Limited providing information which would be likely to deceive or mislead the average consumer, and would be likely to cause the average consumer to make a transactional decision that it would not otherwise make. I have identified these instances as follows:

**i.** On the "Shipping & Returns" page under the heading ''Returns Policy (Purchases Online)" (https://pureonline.ie/pages/delivery-returns) that is accessible on the website it states:

***"[..]we do NOT refund postage/packaging charge[..]"***

**ii.** On the ''Shipping & Returns'' page under the heading ''Delivery & Returns" and ''Returns" (https://pureonline.ie/pages/delivery-returns) that is accessible on the website it states:

***"Sale items are non-returnable & non-refundable."***

and

***"[..]You must return your delivery note with your item so we can trace your order and issue your refund for the price of the item paid only. We do not refund shipping/packaging charges."***

**5.** The information provided to a consumer seeking to conclude a distance contract on the Website, as described in paragraph **4(i) and (ii)** above, is likely to deceive or mislead the average consumer as it does not accurately reflect the consumer's rights for the following reasons: -

i. Section 112(1) of the 2022 Act provides that a consumer may cancel a distance contract before the expiry of the cancellation period in accordance with section 115 of the 2022

Act without giving any reason for the cancellation. Sale items are not exempt from section 112(1) of the 2022 Act.

ii. Section 117(1) of the 2022 Act obliges the trader to reimburse all payments received from a consumer who exercises the right to cancel a contract. This includes any payment for delivery. Sale items are not exempt from section 117(1) of the 2022 Act.

iii. Section 117(2) of the 2022 Act provides that where the consumer has expressly opted for a type of delivery costing more than the least expensive type of standard delivery offered by the trader, the trader is required to reimburse the consumer in respect of the payment for delivery only by an amount equivalent to the cost of the least expensive type of standard delivery offered by the trader.

iv. Section 117(5) of the 2022 Act obliges the trader, unless the consumer has expressly agreed otherwise, to reimburse the consumer using the same means of payment as the consumer used in for the initial transaction.

Accordingly, the Website is likely to deceive or mislead the average consumer that they cannot exercise their legal cancellation rights for sale items or receive reimbursement for any payments for sale items or delivery payments.

**6.** Section 2 of the 2007 Act defines "transactional decision" as being:

> *"…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;"*

7. In my view, the average consumer would be likely to make a transactional decision that they would not otherwise make in circumstances where their right to exercise their cancellation rights and to receive reimbursement upon exercising their cancellation rights contained on the page ''Shipping & Returns'' is not in accordance with the 2022 Act.

**D. Compliance direction and requirements**

1. Pure Fashions Limited is hereby directed to amend the parts of the Website as identified in paragraph 4(i) and (ii) above to ensure that the information available to consumers is not likely to deceive or mislead them regarding their legal cancellation and reimbursement rights or matters respecting when, how or in what circumstances those rights may be exercised, such as the right to cancel contracts for sale items and to have delivery payments reimbursed.

2. You must comply with this compliance direction and requirements by **08 May 2026.**

**E. Appeal Procedure**

1. You may appeal this Compliance Notice to the District Court in the district in which the notice is served **within 14 days after its service**.

2. The form and manner of such an appeal is 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 or on the Courts Service website www.courts.ie.

3. In the event that you decide to appeal the Compliance Notice, you must, at the same time, notify the CCPC at the above address. You must also notify the CCPC of the grounds for the appeal.

4. If an appeal is not made in accordance with section 75 of the 2007 Act and within 14 days after service of 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 and requirements.

5. Any failure or refusal to comply with this notice is an offence and, on summary conviction, you will be liable to the fines and penalties set out in Part 5, Chapter 4 of the 2007 Act.

Signature:

__________

[redacted]

Authorised Officer

Competition and Consumer Protection Commission

Date: 10 April 2026

CCPC

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

**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 (CCPC) of the appeal and the grounds for the appeal. The CCPC 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:<br>a) the day after the day on which the notice is confirmed or varied on appeal,<br>b) if the appeal is withdrawn by the appellant the day after the day it is withdrawn,<br>c) the day specified in the notice. |
| 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:<br>a) 14 days after the notice is served.<br>b) the day specified in the notice. |
| 4. | An Authorised Officer may-<br>a) withdraw a compliance notice at any time, or<br>b) 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. |
| 5. | 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. |
| 6. | In accordance with section 75(13) of the 2007 Act, if a compliance notice takes effect, the CCPC is required to publish the compliance notice, or cause it to be published in any form or manner it considers appropriate. |
| 7. | Section 86 of the 2007 Act requires the CCPC 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 CCPC. This includes persons against whom compliance notices have taken effect. |

| | |
|---|---|
| 8. | 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. |
| 9. | 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<br><br>fines and penalties:<br><br>a) a Class B fine not exceeding €4000 or up to 6 months imprisonment or both,<br>b) on any subsequent summary conviction, a fine not exceeding €5000, or imprisonment for a term not exceeding 12 months or both.<br>c) 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. |
| 10. | According to section 75(14) of the 2007 Act, the issuing of this notice does not prevent the commencement of proceedings for an offence. |