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

Compliance Notice

Section 75 of the Consumer Protection Act 2007

To: Crean Solutions Limited T/A Micksgarage.com
Of: The Car Racks Store
Unit 4 Kylemore Park South
Dublin 10
D10 EF44

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 Crean Solutions Limited trading as Micksgarage.com ('Mick's Garage') notice pursuant to section 75(2) of the Consumer Protection Act 2007 (the '2007 Act'), that I am of the opinion that 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://www.micksgarage.com (the 'Website').

A. Statement of alleged contravention

It is alleged that Mick's Garage is a trader for the purposes of the 2007 Act and the Consumer Rights Act 2022 (the '2022 Act'). On the Website on 23 April 2026, Mick's Garage 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, Mick's Garage provided information that would be likely to cause the average consumer to be deceived or misled in relation to the legal cancellation 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 it 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 Mick's Garage, on 23 April 2026, 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 Mick's Garage provided information that would be likely to deceive or mislead the average consumer as to their legal right to cancel a distance contract and as to the correct timeframe for cancelling a distance contract when consumers exercise this right under the 2022 Act.

C. The reasons for my opinion

My opinion follows an inspection of the Website conducted on 23 April 2026. The reasons for my opinion are based on the following:

1. Mick's Garage 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. On the Website, Mick's Garage provides a facility for consumers to enter into distance contracts with it. Those contracts are also sales contracts for the purpose of the 2022 Act
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. A sales contract is defined in section 11(1) of the 2022 Act as *"a contract under which— (a) a trader transfers, or undertakes to transfer, the ownership of goods to a consumer, and (b) the*

consumer— (i) pays, or undertakes to pay, the price of the goods, or (ii) transfers, or undertakes to transfer, ownership of goods to the trader in full or part payment of the price".

5. My inspection of the Website on 23 April 2026 identified instances of Mick's Garage 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 "Returns" page (www.micksgarage.com/pages/returns) under the heading "No Hassle Returns'' that is accessible on the Website it states:

> *"We like to keep things simple so that every purchase you make with MicksGarage.com is completely risk free. If you're not satisfied with an item that you have purchased and the item is unused and hasn't been fitted, you can return it to us within 30 days* of purchase for a refund. Please note that all Roof Bars, Bike Racks and Roof Boxes must be returned within 14 days of physically receiving the parts. All you need to do is contact us before you return your goods and we will guide you through the process to make everything as quick and easy as possible.*
>
> **Excludes Roof Bars, Bike Racks and Roof Boxes (14 days to make a return from the date you received the parts)."*

ii. On the "Terms and Conditions" page (www.micksgarage.com/pages/terms-and-cond) under the heading ''Claims" that is accessible on the Website it states:

> *"When you purchase online, you have a statutory right to return a Product (other than perishable produce) up to 14 days after your order has been delivered (cooling off period). We can change or cancel an order up until it is dispatched. If the order has been dispatched, you can return the Product to us and we will organise a refund."*

6. The information provided to a consumer seeking to conclude a distance contract on the Website, as described in paragraphs **5(i) and (ii)** above, is likely to deceive or mislead the average consumer as it does not accurately reflect consumers' legal 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 without giving any reason for the cancellation.

ii. Section 113(4) of the 2022 Act provides that the cancellation period for a sales contract expires on the expiry of the period of **14 days** beginning on the day on which the consumer acquires physical possession of the goods. This is the timeline by which consumers must cancel a sales contract. It is not the timeline by which consumers must return goods to a trader on foot of cancelling a sales contract. Further, the cancellation period is extended if a trader does not provide a consumer with the information on the right to cancel the contract required by clause (m) of Schedule 3 in accordance with section 114(1) of the 2022 Act.

iii. Section 115 of the 2022 Act sets out the procedure by which a consumer must inform the trader of their decision to cancel a contract in order to exercise the consumer's right to cancel. It allows consumers to make any unequivocal statement to the trader setting out their decision to cancel the contract or use a model cancellation form set out in Part 2 of Schedule 4 of the 2022 Act. As explained above, consumers have 14 days from acquiring physical possession of the goods to inform the trader of their decision to cancel.

iv. Once a consumer has exercised their right to cancel, section 118 of the 2022 Act will apply. Section 118(4) of the 2022 Act requires the consumer to return or hand over the goods without undue delay and in any event not later than **14 days** after the day on which they informed the trader of their decision to cancel the contract.

v. Section 118(6) of the 2022 Act provides that *"a consumer who is required to return goods to a trader following the exercise of the right to cancel— (a) shall take reasonable care of the goods prior to returning them, and (b) is liable for any diminished value of the goods resulting from the handling of the goods beyond that necessary to establish their nature, characteristics and functioning"*. There is no liability on the consumer under section 118(6) if the trader has failed to provide the consumer with the information on the right to cancel required by clause (m) of Schedule 3 in accordance with section 106 of the 2022 Act. Further, section 118 of the 2022 Act does not specifically require consumers to ensure that goods be unused or unfitted.

vi. Roof bars, bike racks and roof boxes are not exempt from the above provisions. Accordingly, the information provided to consumers on the Website, as described above, is likely to deceive or mislead the average consumer regarding their legal cancellation rights.

7. 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;"

8. In my view, the average consumer would be likely to make a transactional decision that they would not otherwise make in circumstances where the information provided on the Website regarding the timeframe for exercising their cancellation rights is not in accordance with the 2022 Act.

D. Compliance directions and requirements

1. Mick's Garage**,** a trader, is hereby directed to amend the parts of the Website as identified in paragraphs 5(i) and (ii) above to ensure that they are not likely to cause the average consumer to be deceived or misled in relation to their legal rights or matters respecting when, how or in what circumstances those rights may be exercised.

2. Mick's Garage is hereby directed not to publish on the Website any information which is likely to cause the average consumer to be deceived or misled in relation to their legal rights or matters respecting when, how or in what circumstances those rights may be exercised.

3. You must comply with these compliance directions and requirements by **2 June 2026***.*

E. Appeal Procedure

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Competition and Consumer Protection Commission

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.

[redacted]

Authorised Officer

Competition and Consumer Protection Commission

Date: 7 May 2026

Bloom House, Railway Street, Dublin 1, D01C576
www.ccpc.ie
Phone: 01 402 5500
Fax: 01 402 5501

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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 ('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: a) the day after the day on which the notice is confirmed or varied on appeal, b) if the appeal is withdrawn by the appellant the day after the day it is withdrawn, 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: a) 14 days after the notice is served. b) the day specified in the notice.
4.	An Authorised Officer may- a) withdraw a compliance notice at any time, or 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 fines and penalties: a) a Class B fine not exceeding €4000 or up to 6 months imprisonment or both, b) on any subsequent summary conviction, a fine not exceeding €5000, or imprisonment for a term not exceeding 12 months or both. 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.