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 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 remedies where goods are not in conformity with a sales contract under the 2022 Act and matters respecting when, how or in what circumstances those rights may be exercised.

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 “FAQ” page (www.micksgarage.com/pages/faq) under the heading “How do I return an order that was damaged in transit?’’ that is accessible on the Website it states:

- *“If your order has arrived damaged upon receipt, please contact us immediately and we will guide you through the process of returning the item to MicksGarage.com. Unfortunately, will not be able to accept return of goods damaged in transit unless you notify us of the damage within 3 days of receiving your parcel. If an item has been noticeably damaged when you sign for the parcel, you should not accept delivery of the parcel and notify MicksGarage.com immediately.”*

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:

- *“If a Product is damaged or faulty please contact us and we will organise a replacement or refund. Any claim cannot be entertained once the order has been signed for, any damage must be specified on the delivery docket and the parcel must be refused.”*

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. The Website provides information that is likely to be deceptive or misleading in relation to consumers’ legal rights to remedies where goods are not in conformity with the sales contract.

ii. The said information suggests that consumers must notify Mick's Garage '*immediately*' and '*within 3 days*' to obtain a remedy where Mick's Garage delivers damaged or faulty goods. The information further states that '*Any claim cannot be entertained once the order has been signed for*'.

iii. Section 15(1) of the 2022 Act provides that where a sales contract is concluded between a trader and a consumer, the trader shall deliver goods to the consumer that are in conformity with the sales contract at the relevant time. Faulty or damaged goods are generally considered to be in non-conformity with a sales contract, as they do not meet the expected standards of quality, safety, or description agreed upon at the time of purchase. Section 15(4) of the 2022 Act defines 'relevant time' as the time at which *"(i) the consumer, or a person nominated by the consumer for the purpose, acquires the physical possession of the goods, or (ii) the goods are delivered to a carrier who was commissioned by the consumer to deliver the goods (and who was not proposed by the trader for that purpose)"*.

iv. Section 15(3) of the 2022 Act provides that where the goods delivered by the trader are not in conformity with the sales contract, the consumer shall have the right to the remedies specified in Part 2, Chapter 3 of the 2022 Act.

v. Section 22(1) of the 2022 Act provides that *"where it becomes apparent during the period of 12 months beginning with the relevant time that goods supplied under a sales contract are not in conformity with the sales contract, the lack of conformity shall be presumed to have existed at the relevant time unless— (a) the contrary is proven, or (b) such a presumption is incompatible with the nature of the goods or with the nature of the lack of conformity."*

vi. The 2022 Act does not require consumers to notify the trader of a lack of conformity "*immediately*" before the order has been signed for or "*within 3 days*" upon receipt of goods to avail of their legal right to remedies. Consumers can seek a remedy for up to six years after they receive the goods. Accordingly, the information provided to consumers on the Website, as described above, is likely to deceive or mislead the average consumer regarding their legal right to remedies.

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 information contained on the Website pages "FAQ" and "Terms and Conditions" as described above refers to a timeframe relating to consumers exercising their right to remedies where goods are not in conformity with the sales contract 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 right to remedies where goods are not in conformity with a sales contract 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 right to remedies where goods are not in conformity with a sales contract 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

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

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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.

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