

Compliance Notice

Section 75 of the Consumer Protection Act 2007

Party HQ Limited

Unit 4D Avonbeg Industrial Estate

Longmile Road

Dublin 12

Ireland

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 authorised under section 35 of the Competition and Consumer Protection Act 2014, hereby give you, Party HQ Limited, notice pursuant to section 75(2) of the Consumer Protection Act 2007, as amended ('the 2007 Act'), that I am of the opinion that you have engaged in a prohibited act or practice, as described in section 67 (a) and (o) of the 2007 Act, namely a contravention of section 7 of the Consumer Rights Act of 2022 ('the 2022 Act') and a misleading commercial practice under section 43(2) as set out in section 43(3)(j) of the 2007 Act.

The alleged contravention herein relates to the display of a notice on 19 December 2025 at your premises at Christmas HQ, Unit 008 Ground Floor, Stephen's Green Shopping Centre, St Stephen's Green, Dublin, D02 EF10.

A. Statement of alleged contravention:

That you, Party HQ Limited, a trader for the purposes of the 2007 Act, as of 19 December 2025, have engaged in a prohibited act or practice by displaying a notice inside the premises at Christmas HQ, at Unit 008 Ground Floor, Stephen's Green Shopping Centre, St Stephen's Green, Dublin, D02 EF10, including a representation likely to be taken as indicating that consumer remedies in the event of non-conforming goods are restricted or excluded.

Under section 7(2)(a) of the 2022 Act, it is an offence for a trader to display on any part of any premises a notice that includes a representation likely to be taken as indicating that a right or the exercise of a right conferred under Parts 2 to 4 of the 2022 Act is restricted or excluded. The rights under Part 2 include consumer remedies in sales contracts in the event of non-conforming goods pursuant to sections 23 to 27 of the 2022 Act.

A contravention of section 7(2) of the 2022 Act is a “prohibited act or practice” within the meaning of section 67(o) of the 2007 Act.

It is further alleged that the display of the notice in question would be likely to cause the average consumer to be deceived or misled in relation to their legal rights (whether contractual or otherwise) or matters respecting when, how or in what circumstances those rights may be exercised. In this regard, you, Party HQ Limited, provided information that would be likely to deceive or mislead consumers as to their right to remedies in relation to goods which are not in conformity with the sales contract under the 2022 Act. Such a commercial practice 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, being prohibited under section 42(1) of the 2007 Act as described by section 43(2) and in particular, 43(3)(j) of that Act, is an offence contrary to section 47 of the 2007 Act.

Further, such a misleading commercial practice is a “prohibited act or practice” in accordance with section 67(a) of the 2007 Act.

B. My opinion

I am of the opinion that you, Party HQ Limited, engaged in the prohibited act or practice outlined in the statement of alleged contravention above, by making a representation likely to be taken as indicating that the consumer’s right to remedies in the event of non-conforming goods are restricted or excluded.

Further, I am of the opinion that this representation constitutes information that would be likely to deceive or mislead consumers as to their legal rights (whether contractual or otherwise) or matters respecting 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 their right to remedies under the 2022 Act in relation to goods which are not in conformity with the sales contract.

C. The reasons for my opinion in this regard are based on the following:

My opinion follows an inspection on 19 December 2025, at Christmas HQ, Unit 008 Ground Floor, Stephen's Green Shopping Centre, St Stephen's Green, Dublin, D02 EF10. The reasons for my opinion are based on the following:

1. Party HQ 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. Party HQ Limited, at the trading address Christmas HQ, Unit 008 Ground Floor, Stephen's Green Shopping Centre, St Stephen's Green, Dublin, D02 EF10, provided a facility for consumers to conclude sales contracts with Party HQ Limited.
3. Sales contracts are defined in section 11 of the 2022 Act as meaning:
"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."
4. My inspection conducted at Christmas HQ, Unit 008 Ground Floor, Stephen's Green Shopping Centre, St Stephen's Green, Dublin, D02 EF10 on 19 December 2025 revealed the following instances of you providing information that is likely to deceive or mislead consumers:

(i) A sign displayed at the checkout till stating "Important Notice – We are only doing any Refunds/Exchanges up until the 23rd of December"

(ii) A sales receipt stating that "All sales of Christmas items after the 23rd of December are final and cannot be exchanged"
5. The information provided to a consumer entered into or seeking to conclude a sales contract, as described in point 4(i) and (ii) above, is a representation likely to be taken as indicating that consumer's right to remedies in the case of non- conforming goods conferred by Part 2 of the 2022 Act are restricted or excluded, for the following reasons:

- i. The representations referred to in point 4(i) and (ii) above give the impression to consumers that after the 23rd December 2025, they will no longer be able to avail of the remedies of refund or exchange in the case of non-conforming goods. This does not align with consumers' right to remedies under Part 2 of the 2022 Act.
- ii. Part 2 of the 2022 Act sets out certain rights of consumers, including consumer remedies in sales contracts in the event of non-conforming goods pursuant to sections 23 to 27 of the Act.
- iii. Section 22 of the 2022 Act provides that where a lack of conformity with the goods becomes apparent during the first 12 months from the time of purchase, unless the contrary is proven, the lack of conformity is presumed to have existed at the time of purchase.
- iv. Section 23(1) of the 2022 Act provides that where goods are not in conformity with the sales contract at the relevant time, the consumer shall have the following rights –
 - (a) the right to exercise the short-term right to terminate the sales contract in accordance with section 24, and
 - (b) subject to subsections (2) and (3), the right to have the goods brought into conformity with the contract through repair or replacement in accordance with section 25.
- v. Section 23(2) of the 2022 Act provides that the consumer may choose between the remedies of repair and replacement of the goods unless the remedy chosen by the consumer –
 - (a) would be impossible for the trader to carry out, or
 - (b) compared to the alternative remedy, would impose disproportionate costs on the trader, taking all the circumstances into account, including—
 - (i) the value that the goods would have if there were no lack of conformity,
 - (ii) the significance of the lack of conformity, and
 - (iii) whether the alternative remedy could be provided without significant inconvenience to the consumer.

6. Further, the information provided to a consumer entered into or seeking to conclude a sales contract, as described in point 4(i) and (ii) above, would be likely to cause the average consumer to be deceived or misled their right to remedies in relation to goods which are not in conformity with the sales contract under the 2022 Act, and to make a transactional decision that the average consumer would not otherwise make.
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, 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 view, the average consumer would be likely to make a transactional decision that they may not otherwise make in circumstances where the right to remedies in the case of non-conforming goods under sections 23, 24 and 25 of the 2022 Act is not reflected in the information available in the trader’s store and in the sales receipt information provided by the trader.

D. Compliance direction and requirements

1. You, Party HQ Limited, a trader, are hereby directed to ensure that the information available to consumers, including in any future terms and conditions (including returns policies, information on receipts and signs displayed instore) accurately reflects the legal rights of consumers under Part 2 of the 2022 Act, in particular regarding consumers’ right to remedies in relation to non-conforming goods. Consumers’ right to remedies in the case of non-conforming goods are set out in sections 23 to 27 of the 2022 Act, and include the right to refund, repair or replacement.
2. Party HQ Limited are required to ensure that the information made available to consumers:
 - a. does not state that consumer’s right to refund or exchange ceases to exist after a certain date; and
 - b. does not state that all sales are final after a certain date.

3. Party HQ Limited must comply with this compliance direction and requirements by 26 May 2026.

E. Appeal Procedure

1. Party HQ Limited 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**.
2. The form and manner of such an appeal is to be found in the District Court Rules. This form is available from the registrar at the local District Court office or on the Courts Service website www.courts.ie.
3. In the event that Party HQ Limited decides to appeal the Compliance Notice under Section 75(5) of the 2007 Act, Party HQ Limited must, at the same time under section 75(6) of the 2007 Act, notify the CCPC of the appeal at, Bloom House, Railway Street, Dublin 1, D01 C576. You must also notify the CCPC of the grounds for the appeal.
4. If an appeal is not made in accordance with Section 75(5) of the 2007 Act within 14 days after service of the Notice, this notice will be treated as not disputed, Party HQ Limited 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, Party HQ Limited will be liable to the fines and penalties set out in Part 5, Chapter 4 of the 2007 Act.

Signature:

A solid black rectangular box used to redact the signature of the authorised officer.

Authorised Officer

Competition and Consumer Protection Commission

Date: 1 May 2026