



STATUTORY INSTRUMENTS.

S.I. No. 484 of 2013

EUROPEAN UNION (CONSUMER INFORMATION, CANCELLATION
AND OTHER RIGHTS) REGULATIONS 2013

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I, RICHARD BRUTON, Minister for Jobs, Enterprise and Innovation, in exercise of the powers conferred on me by section 3 of the European Communities Act 1972 (No. 27 of 1972) and for the purpose of giving effect to Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011¹, hereby make the following regulations:

PART 1

PRELIMINARY MATTERS

Citation and Commencement

1. (1) These Regulations may be cited as the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013.

(2) These Regulations come into operation on 13 June 2014 and apply to contracts concluded after that date.

Interpretation

2. (1) In these Regulations—

“Act of 1893” means the Sale of Goods Act 1893 (1893, c. 71);

“Act of 1980” means the Sale of Goods and Supply of Services Act 1980 (No. 16 of 1980);

“Act of 2002” means the Communications Regulation Act 2002 (No. 20 of 2002);

“Act of 2007” means the Consumer Protection Act 2007 (No. 19 of 2007);

“Agency” means the National Consumer Agency;

“authorised officer” means a person appointed under—

(a) section 39 of the Act of 2002, or

(b) section 30 of the Act of 2007;

“business premises” means—

(a) any immovable retail premises where a trader carries out his or her activity on a permanent basis, or

¹O.J. No. L 304, 22.11.2011, p.64.

*Notice of the making of this Statutory Instrument was published in
“Iris Oifigiúil” of 13th December, 2013.*

(b) any movable retail premises where a trader carries out his or her activity on a usual basis;

“commercial guarantee” means any undertaking by a trader or producer to a consumer (in addition to the trader’s legal obligation to supply goods in conformity with the contract) to reimburse the price paid or to replace, repair or service goods in any way if they do not meet the specifications or any other requirements not related to conformity set out in the guarantee statement or in the relevant advertising available at or before the conclusion of the contract;

“Commission” means the Commission for Communications Regulation;

“consumer” means a natural person who is acting for purposes which are outside the person’s trade, business, craft or profession;

“digital content” means data which are produced and supplied in digital form;

“Directive” means Directive 2011/83/EC of the European Parliament and of the Council of 25 October 2011;

“distance contract” means 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;

“district heating” means the supply of heat (in the form of steam, hot water or otherwise) to multiple buildings from a central source of production through a transmission and distribution system for the purposes of heating;

“durable medium” means any medium, including paper and e-mail, that—

(a) enables its recipients to store information addressed personally to them in a way accessible for future reference for a period of time adequate for the purposes of the information, and

(b) allows the unchanged reproduction of the stored information;

“financial service” means any service of a kind normally provided in the ordinary course of carrying on a banking business, an insurance business or a business of providing credit, personal pensions, an investment service or a payment service;

“functionality” in relation to digital content includes region coding, restrictions applied for the purpose of protecting digital rights and other technical restrictions;

“gambling” means wagering a stake with pecuniary value in games of chance, including lotteries, casino games and betting transactions;

“goods” means any tangible movable items with the exception of items sold by way of execution or otherwise by authority of law, and includes gas, water and electricity put up for sale in a limited volume or a set quantity;

“healthcare” means health services provided by health professionals to patients in order to assess, maintain or restore their state of health, whether or not these services are provided via healthcare facilities, and includes the prescription, dispensing and provision of medicinal products and medical devices;

“off-premises contract” means each of the following contracts between a trader and a consumer:

- (a) a contract concluded in the simultaneous physical presence of the trader and the consumer in a place which is not the business premises of the trader;
- (b) a contract for which an offer was made by the consumer in the simultaneous physical presence of the trader and the consumer in a place which is not the business premises of the trader;
- (c) a contract concluded on the business premises of the trader or through any means of distance communication immediately after the consumer was personally and individually addressed in a place which is not the business premises of the trader in the simultaneous physical presence of the trader and the consumer;
- (d) a contact concluded during an excursion organised by the trader with the aim or effect of promoting and selling goods or services to the consumer;

“on-premises contract” means a contract between a trader and a consumer which is not a distance contract or an off-premises contract;

“passenger transport services” means services for the conveyance of passengers by air, rail, road, sea or waterway, but excludes car rental services;

“public auction” means a method of sale under which—

- (a) goods or services are offered by the trader through a transparent, competitive bidding procedure run by an auctioneer to consumers who attend, or are given the possibility to attend, the auction in person, and
- (b) the successful bidder is bound to purchase the goods or services;

“sales contract” means a contract under which a trader transfers or undertakes to transfer the ownership of goods to a consumer and the consumer pays or undertakes to pay the price thereof, and includes a contract that has as its object both goods and services;

“service contract” means a contract, other than a sales contract, under which a trader supplies or undertakes to supply a service to a consumer and the consumer pays or undertakes to pay the price thereof, but excludes contracts for the supply of—

- (a) digital content not supplied on a tangible medium,
- (b) water, gas or electricity not supplied in a limited volume or set quantity, and
- (c) district heating;

“social services” includes services related to social housing, childcare and the support of families and persons permanently or temporarily in need, including long-term care;

“trader” means—

- (a) a natural person, or
- (b) a legal person, whether—
 - (i) privately owned,
 - (ii) publicly owned, or
 - (iii) partly privately owned and partly publicly owned,

who is acting for purposes related to the person’s trade, business, craft or profession, and includes any person acting in the name, or on behalf, of the trader.

(2) A word or expression used in these Regulations that is also used in the Directive has, unless the context otherwise requires, the same meaning in these Regulations as it has in the Directive.

(3) A court shall construe these Regulations in a manner that gives effect to the Directive, and for this purpose the court shall have regard to the provisions of the Directive, including its preambles.

Application of Regulations

3. (1) Subject to paragraphs (2) and (5) and Regulations 4, 6, 13, 24, 28 and 32, these Regulations apply to each of the following contracts concluded between a trader and a consumer:

- (a) sales contracts, including—
 - (i) contracts for the supply of digital content on a tangible medium, and
 - (ii) contracts for the supply of water, gas, or electricity in a limited volume or set quantity;

- (b) service contracts;
- (c) contracts for the supply of digital content not supplied on a tangible medium;
- (d) contracts for the supply of electricity, gas, or water not supplied in a limited volume or set quantity;
- (e) contracts for the supply of district heating.

(2) These Regulations do not apply to any of the following contracts concluded between a trader and a consumer:

- (a) contracts for social services;
- (b) contracts for healthcare;
- (c) contracts for gambling;
- (d) contracts for financial services;
- (e) contracts for the creation, acquisition or transfer of immovable property or of rights in immovable property;
- (f) contracts for the construction of new buildings or the substantial conversion of existing buildings;
- (g) contracts for rental of accommodation for residential purposes;
- (h) contracts within the scope of Council Directive 90/314/EEC²;
- (i) contracts within the scope of Directive 2008/122/EC of the European Parliament and of the Council³;
- (j) contracts established, in accordance with the law of a Member State, by a public office-holder who has a statutory duty to be independent and impartial and who must ensure, by providing comprehensive legal information, that the consumer only concludes the contract on the basis of careful legal consideration and with knowledge of its legal scope;
- (k) contracts for the supply of foodstuffs, beverages or other goods intended for current consumption in the household which are physically supplied by the trader on frequent and regular rounds to the consumer's home, residence or workplace;
- (l) contracts concluded by means of automatic vending machines or automated commercial premises;

²OJ No. L 158, 23.6.1990, p. 59.

³OJ No. L 33, 3.2.2009, p. 10.

- (m) contracts concluded with a telecommunications operator through a public pay telephone for the use of the telephone;
- (n) contracts concluded for the use of one single connection by telephone, Internet or fax established by a consumer.

(3) Paragraph (2)(d) is subject to Regulation 23(6) (ancillary contracts) and Regulation 24(3) (application of Part 5).

(4) For the purposes of subparagraph 2(j), “Member State” means a state that is a member of the European Union (within the meaning of the European Communities Act 1972 (No. 27 of 1972)) or a state that is a party to the agreement on the European Economic Area signed at Oporto on 2 May 1992, as adjusted by the protocol done at Brussels on 17 March 1993.

(5) These Regulations do not apply to off-premises contracts for which the payment to be made by the consumer does not exceed €50.

(6) Where two or more off-premises contracts with related subjects are concluded between a trader and a consumer at the same time, the total cost of the contracts is to be taken into account in applying the monetary threshold specified in paragraph (5).

PART 2

CONSUMER INFORMATION FOR ON-PREMISES CONTRACTS

Application of Part 2

4. Subject to Regulation 3, this Part applies to each of the following on-premises contracts concluded between a trader and a consumer:

- (a) sales contracts;
- (b) service contracts other than contracts for passenger transport services;
- (c) contracts for the supply of digital content not supplied on a tangible medium;
- (d) contracts for the supply of water, gas or electricity not put up for sale in a limited volume or set quantity;
- (e) contracts for the supply of district heating.

Information requirements for on-premises contracts

5. (1) Before the consumer is bound by an on-premises contract, the trader shall provide the consumer with the information specified in Schedule 1 in a clear and comprehensible manner, if that information is not already apparent from the context.

(2) Paragraph (1) does not apply to contracts which involve day-to-day transactions and which are performed immediately at the time of the conclusion of the contract.

- (3) A trader who contravenes paragraph (1) commits an offence.

PART 3

CONSUMER INFORMATION FOR OFF-PREMISES CONTRACTS AND DISTANCE CONTRACTS

Application of Part 3

6. (1) Subject to paragraph (2) and Regulation 3, this Part applies to each of the following distance contracts and off-premises contracts concluded between a trader and a consumer:

- (a) sales contracts;
- (b) service contracts;
- (c) contracts for the supply of digital content not supplied on a tangible medium;
- (d) contracts for the supply of water, gas or electricity not put up for sale in a limited volume or set quantity;
- (e) contracts for the supply of district heating.

(2) Except for Regulation 11, this Part does not apply to contracts for passenger transport services.

(3) In case of dispute, it is for the trader to show compliance with the information requirements laid down in this Part.

Information requirements for off-premises contracts

7. (1) Subject to Regulation 8, before the consumer is bound by an off-premises contract or any corresponding offer, the trader—

- (a) shall provide the consumer with the information specified in Schedule 2 in a clear and comprehensible manner, and
- (b) where a right to cancel the contract exists, shall provide the consumer with the model cancellation form set out in Part B of Schedule 3.

(2) The information specified in paragraphs (l) to (n) of Schedule 2 may be provided by means of the instructions on the right to cancel set out in Part A of Schedule 3, and a trader who correctly supplies those instructions fulfils the obligations of paragraph (1) in respect of those paragraphs.

(3) In the case of a public auction, the information specified in paragraphs (b) to (e) of Schedule 2 may be replaced by the equivalent details for the auctioneer.

(4) The information referred to in paragraph (1)(a)—

- (a) shall be given on paper or, if the consumer agrees, on another durable medium,

and

(b) shall be legible and in plain intelligible language.

(5) The cancellation form referred to in paragraph (1)(b) shall be given on paper, or if the consumer agrees, on another durable medium, and be legible.

(6) The information referred to in paragraph (1) forms part of the contract and shall not be altered without the express agreement of the trader and the consumer.

(7) If the trader has not complied with paragraph (1) in respect of paragraphs (g) and (m) of Schedule 2, the consumer is not liable for the charges or costs specified in those paragraphs.

(8) A trader who contravenes paragraph (1) commits an offence.

Information requirements for off-premises contracts for repairs or maintenance

8. (1) Subject to paragraphs (2) and (3), Regulation 7 does not apply to an off-premises contract where—

(a) the consumer has explicitly requested the services of the trader for the purpose of carrying out repairs or maintenance,

(b) the trader and the consumer immediately perform their obligations under the contract, and

(c) the payment to be made by the consumer does not exceed €200.

(2) In the case of an off-premises contract referred to in paragraph (1), the trader shall provide the consumer with—

(a) the information specified in paragraphs (a) to (d), (f), (l) and (o) of Schedule 2,

(b) where a right to cancel the contract exists, the model cancellation form set out in Part B of Schedule 3, and

(c) all of the information required by Regulation 7(1) in the confirmation of the contract to be provided by the trader in accordance with Regulation 9.

(3) The trader shall provide the information specified in paragraphs (b) to (d) and (f) of Schedule 2 on paper or, if the consumer agrees, on another durable medium.

(4) If the consumer expressly agrees, the information specified in paragraphs (a), (l) and (o) of Schedule 2 does not have to be provided by the trader on paper or another durable medium.

(5) A trader who contravenes paragraph (2) commits an offence.

Provision of copy or confirmation of off-premises contracts

9. (1) A trader who concludes an off-premises contract with a consumer shall provide the consumer with a copy of the signed contract or with confirmation of the contract.

(2) The copy or confirmation of the contract shall be provided on paper or, if the consumer agrees, on another durable medium.

(3) Where applicable, the copy or the confirmation of the contract provided by the trader shall include the confirmation of the consumer's acknowledgement in accordance with Regulation 13(2)(b) of the loss of the right to cancel the contract in the case of digital content not supplied on a tangible medium where the performance has begun with the consumer's prior express consent.

(4) A trader who contravenes a provision of this Regulation commits an offence.

Information requirements for distance contracts

10. (1) Before the consumer is bound by a distance contract, the trader—

(a) shall give or make available to the consumer the information specified in Schedule 2 in plain and intelligible language and in a way appropriate to the means of distance communication used,

(b) where a right to cancel the contract exists, shall give or make available to the consumer the cancellation form set out in Part B of Schedule 3.

(2) The information specified in paragraphs (l) to (n) of Schedule 2 may be provided by means of the instructions on cancellation set out in Part A of Schedule 3, and a trader who correctly supplies those instructions fulfils the obligations of paragraph (1) in respect of those paragraphs.

(3) In the case of a public auction, the information specified in paragraphs (b) to (e) of Schedule 2 may be replaced by the equivalent details for the auctioneer.

(4) Where the information required by paragraph (1)(a), or the cancellation form referred to in paragraph (1)(b), is provided on a durable medium, it shall be legible.

(5) The information referred to in paragraph (1) forms part of the contract and shall not be altered without the express agreement of the trader and the consumer.

(6) If the trader has not complied with paragraph (1) in respect of paragraphs (g) and (m) of Schedule 2, the consumer is not liable for the charges or costs specified in those paragraphs.

(7) Where a distance contract is concluded through means of distance communication which allows limited space or time to display the information, the trader—

- (a) shall provide the information specified in paragraphs (a), (b), (f), (l) and (s) of Schedule 2 on that means of communication in accordance with paragraphs (1) and (2), and
 - (b) shall provide the other information specified in Schedule 2 in an appropriate way in accordance with paragraphs (1) to (4).
- (8) Without prejudice to paragraph (7), a trader who makes a telephone call to the consumer with a view to concluding a distance contract shall, at the beginning of that call, disclose—
- (a) the trader's identity,
 - (b) where applicable, the identity of the trader on whose behalf the trader makes the call, and
 - (c) the commercial purpose of the call.
- (9) Where distance contracts are concluded through a trading website, the trader shall ensure that the website indicates clearly and legibly, and at the latest at the beginning of the ordering process, whether any delivery restrictions apply and which means of payment are accepted.
- (10) A trader who contravenes paragraph (1), paragraph (7), paragraph (8) or paragraph (9) commits an offence.

Additional information requirements for distance contracts concluded by electronic means

11. (1) Subject to Regulation 3, this Regulation applies to distance contracts concluded by electronic means.
- (2) If the contract places the consumer under an obligation to pay, the trader shall make the consumer aware in a clear and prominent manner, and directly before the consumer places his order, of the information specified in paragraphs (a), (f) to (h), (s) and (t) of Schedule 2.
- (3) The trader shall ensure that the consumer, when placing an order, explicitly acknowledges that the order implies an obligation to pay.
- (4) If placing an order under paragraph (3) entails activating a button or a similar function, the trader shall ensure that the button or similar function is labelled in an easily legible manner only with the words 'order with obligation to pay' or a corresponding unambiguous formulation indicating that the order entails an obligation to pay the trader.
- (5) If the trader has not complied with paragraph (3) and, where applicable, paragraph (4), the consumer is not bound by the contract or order.
- (6) A trader who contravenes paragraph (2), paragraph (3) or paragraph (4) commits an offence.

Provision of confirmation of distance contracts

12. (1) A trader who concludes a distance contract with a consumer shall provide the consumer with confirmation of the concluded contract on a durable medium.

(2) The confirmation shall include all of the information specified in Schedule 2 unless the trader has already provided that information to the consumer on a durable medium prior to the conclusion of the contract.

(3) Where applicable, the confirmation shall include the confirmation of the consumer's acknowledgement in accordance with Regulation 13(2)(b) of the loss of the right to cancel the contract in the case of digital content not supplied on a tangible medium where the performance has begun with the consumer's prior express consent.

(4) The confirmation required by paragraph (1) shall be provided within a reasonable time after the conclusion of the contract and at the latest—

(a) at the time of the delivery of the goods, or

(b) before performance begins of—

(i) a service,

(ii) a supply of digital content not supplied on a tangible medium,

(iii) a supply of gas, electricity or water not supplied in a limited volume or set quantity, or

(iv) a supply of district heating.

(5) A trader who contravenes a provision of this Regulation commits an offence.

PART 4

RIGHT TO CANCEL DISTANCE CONTRACTS AND OFF-PREMISES CONTRACTS

Application of Part 4

13. (1) Subject to paragraphs (2) and (3) and Regulation 3, this Part applies to each of the following distance contracts and off-premises contracts concluded between a trader and a consumer:

(a) sales contracts;

(b) service contracts;

(c) contracts for the supply of digital content not supplied on a tangible medium;

(d) contracts for the supply of water, gas or electricity not put up for sale in a limited volume or set quantity;

(e) contracts for the supply of district heating.

(2) This Part does not apply to any of the following distance contracts and off-premises contracts concluded between a trader and a consumer:

- (a) service contracts, after the service has been fully performed if the performance has begun with—
 - (i) the consumer's prior express consent, and
 - (ii) the consumer's acknowledgement that he or she will lose the right to cancel the contract once the contract has been fully performed by the trader;
- (b) contracts for the supply of digital content not supplied on a tangible medium where the performance has begun with the consumer's prior express consent and with the consumer's acknowledgement that he or she thereby loses the right to cancel the contract;
- (c) contracts for the supply of goods or services whose price is dependent on fluctuations in the financial market that may occur during the cancellation period and that cannot be controlled by the trader;
- (d) contracts for the supply of non-prefabricated goods made on the basis of an individual choice of, or decision by, the consumer;
- (e) contracts for the supply of goods that are clearly personalised;
- (f) contracts for the supply of goods that are liable to deteriorate or expire rapidly;
- (g) contracts for the supply of sealed goods that—
 - (i) are not suitable for return for health protection and hygiene reasons, and
 - (ii) were unsealed after delivery;
- (h) contracts for the supply of goods that are, according to their nature, inseparably mixed with other items after their delivery;
- (i) contracts for the supply of alcoholic beverages where—
 - (i) the price has been agreed at the time of the conclusion of the sales contract,
 - (ii) the delivery of the beverages can only take place after 30 days from the conclusion of the sales contract, and
 - (iii) the value of the beverages is dependent on fluctuations in the market that cannot be controlled by the trader;

- (j) contracts where the consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance;
- (k) contracts for the supply of sealed audio or sealed video recordings or sealed computer software that were unsealed after delivery;
- (l) contracts for the supply of a newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;
- (m) contracts concluded at a public auction;
- (n) contracts for passenger transport services;
- (o) contracts for—
 - (i) the provision of accommodation other than for residential purposes,
 - (ii) the transport of goods,
 - (iii) car rental services,
 - (iv) catering, or
 - (v) services related to leisure activities,
 where the contract provides for a specific date or period of performance.

(3) Notwithstanding paragraph 2(j), this Part applies to contracts for—

- (a) services in addition to the urgent repairs or maintenance requested by the consumer, and
- (b) goods other than replacement parts necessarily used in carrying out the maintenance or making the repairs,

provided by the trader on the occasion of a visit made for the purpose referred to in that paragraph.

Right to cancel

14. (1) Subject to Regulation 13 and Regulation 17, the consumer may, at any time prior to the expiry of the cancellation period applicable under Regulation 15 or Regulation 16, cancel a distance contract or an off-premises contract without giving any reason for the cancellation.

(2) A consumer who cancels a distance contract or an off-premises contract does not incur any costs or liability other than those for which he or she is liable under the following provisions:

- (a) Regulation 19(2) (non-standard delivery);
- (b) Regulation 20(5) (direct cost of returning goods);
- (c) Regulation 20(6)(b) (diminished value of goods);
- (d) Regulation 21(3) (services provided, or gas, water, electricity, or district heating supplied, during cancellation period).

Expiry of cancellation period

15. (1) Subject to Regulation 16, the cancellation period expires in accordance with paragraphs (2) to (6).

(2) In the case of—

- (a) service contracts,
- (b) contracts for the supply of digital content not supplied on a tangible medium,
- (c) contracts for the supply of water, gas or electricity not supplied in a limited volume or set quantity, and
- (d) contracts for the supply of district heating,

the cancellation period expires after 14 days from the day on which the contract is concluded.

(3) In the case of sales contracts other than those specified in paragraphs (4) to (6), the cancellation period expires after 14 days from the day on which the consumer acquires physical possession of the goods.

(4) In the case of sales contracts for multiple goods that are ordered by the consumer in one order and delivered separately, the cancellation period expires after 14 days from the day on which the consumer acquires physical possession of the last of the goods.

(5) In the case of sales contracts for goods consisting of multiple lots or pieces, the cancellation period expires after 14 days from the day on which the consumer acquires physical possession of the last lot or piece.

(6) In the case of sales contracts for regular delivery of goods during a defined period of time, the cancellation period expires after 14 days from the day on which the consumer acquires physical possession of the first of the goods.

(7) In paragraphs (3) to (6) “consumer” includes a person, other than the carrier, indicated by the consumer for the purpose of acquiring physical possession of the goods.

Omission of information on right to cancel

16. (1) If the trader does not provide the consumer with the information on the right to cancel the contract required by paragraph (1) of Schedule 2, the

cancellation period expires 12 months from the day on which it would have expired under Regulation 15.

(2) If the trader provides the consumer with the information on the right to cancel required by paragraph (1) of Schedule 2 within 12 months of the day on which the cancellation period would have expired under Regulation 15, the cancellation period expires 14 days after the day on which the consumer receives that information.

(3) The information on the right to cancel referred to in paragraphs (1) and (2) shall be provided in accordance with—

- (a) Regulation 7 in the case of off-premises contracts,
- (b) Regulation 8 in the case of off-premises contracts for repairs or maintenance within the scope of that Regulation, and
- (c) Regulation 10 in the case of distance contracts.

Exercise of right to cancel

17. (1) To exercise the right to cancel under Regulation 14, the consumer shall, before the expiry of the cancellation period, inform the trader of his or her decision to cancel the contract.

(2) To inform the trader under paragraph (1) the consumer may—

- (a) use the model cancellation form in part B of Schedule 3, or
- (b) make any other unequivocal statement setting out his or her decision to cancel the contract.

(3) Where the trader gives the consumer the option to do so, the consumer may fill in and submit the form or the statement referred to in paragraph (2) on the trader's website.

(4) Where the consumer exercises the option in paragraph (3), the trader shall communicate to the consumer without delay an acknowledgement on a durable medium of receipt of the consumer's cancellation of the contract.

(5) The consumer exercises the right to cancel within the cancellation period required by Regulation 15 if he or she sends the communication concerning the exercise of the right to the trader before that period has expired.

(6) In case of dispute, it is for the consumer to show that the right to cancel was exercised in accordance with this Regulation.

Effects of cancellation

18. Subject to Regulations 19 to 23, the exercise of the right to cancel by the consumer terminates the obligations of the consumer and the trader—

- (a) to perform the contract, or

- (b) in cases where an offer was made by the consumer, to conclude the contract.

Obligations of trader in event of cancellation

19. (1) Subject to paragraph (2), the trader shall reimburse all payments, including any payment for delivery, received from a consumer who exercises the right to cancel a contract.

(2) If 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 only to reimburse the consumer's delivery payment to an amount equivalent to the cost of the least expensive type of standard delivery offered by the trader.

(3) Subject to paragraph (4), the trader shall reimburse the consumer's payment without undue delay and not later than 14 days after the day on which the trader is informed of the consumer's decision to cancel the contract in accordance with Regulation 17.

(4) In the case of sales contracts, the trader may, unless he or she has offered to collect the goods, withhold the reimbursement until—

(a) the trader has received the goods back, or

(b) the consumer supplies evidence to the trader that he or she has sent the goods back,

whichever first occurs.

(5) Unless the consumer has expressly agreed otherwise, the trader shall reimburse the consumer using the same means of payment as the consumer used for the initial transaction.

(6) Where the consumer agrees that the reimbursement may be made by a different means of payment to that used for the initial transaction, the trader shall ensure that the consumer does not incur any fees as a result of the use of that different means of payment.

(7) A trader who contravenes a provision of this Regulation commits an offence.

(8) Breach by a trader of the obligation to reimburse the consumer in accordance with this Regulation is actionable by the consumer as a breach of statutory duty.

Return of goods in event of cancellation of sales contract

20. (1) Where a consumer cancels a sales contract under Regulation 14, the trader shall collect the goods if—

(a) the trader has offered to collect them, or

- (b) in the case of an off-premises contract, the goods were delivered to the consumer's home at the time of the conclusion of the contract and the nature of the goods is such that they cannot normally be returned by post.

(2) Where the trader is required to collect the goods under paragraph (1), the trader shall do so at his or her own expense.

(3) Where the trader is not required to collect the goods under paragraph (1), the consumer shall—

- (a) send them back, or

- (b) hand them over to the trader or to a person authorised by the trader to receive them.

(4) The consumer shall send back or hand over the goods without undue delay and not later than 14 days from the day on which he informed the trader of his decision to cancel the contract in accordance with Regulation 17.

(5) The consumer shall bear the direct costs of returning the goods under paragraph (3) unless—

- (a) the trader has agreed to bear those costs, or

- (b) the trader has failed to inform the consumer, in accordance with paragraph (m) of Schedule 2, that the consumer has to bear those costs.

(6) 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.

(7) There is no liability on the consumer under paragraph (6) if the trader has failed to provide the consumer with the information on the right to cancel required by paragraph (l) of Schedule 2 in accordance with—

- (a) Regulation 7 in the case of off-premises contracts,

- (b) Regulation 8 in the case of off-premises contracts for repairs or maintenance within the scope of that Regulation,

- (c) Regulation 10 in the case of distance contracts.

(8) Breach by a consumer of the obligation to return the goods in accordance with this Regulation is actionable by the trader as a breach of statutory duty.

Performance of services and supply of water, gas, electricity or district heating during cancellation period

21. (1) Subject to Regulation 3 and Regulation 13, this Regulation applies to—

- (a) service contracts,
- (b) contracts for the supply of water, gas or electricity not put up for sale in a limited volume or set quantity, and
- (c) contracts for the supply of district heating.

(2) Where the consumer wants the performance of a contract referred to in paragraph (1) to begin during the cancellation period, the trader shall require the consumer to make an express request to this effect on a durable medium.

(3) Subject to paragraph (5), where the consumer cancels a contract during the cancellation period before the service has been fully performed or the water, gas, electricity or district heating fully supplied, the consumer shall pay to the trader an amount which is in proportion to what has been provided until the time the consumer informed the trader of the exercise of the right to cancel.

(4) The amount referred to in paragraph (3) is to be calculated—

- (a) on the basis of the total price agreed in the contract, or
- (b) if that price is excessive, on the basis of the market value of the service that has been provided.

(5) The consumer bears no cost for the performance of the contract during the cancellation period if—

- (a) the trader has failed to provide the consumer with the information on—
 - (i) the right to cancel required by paragraph (l) of Schedule 2, or
 - (ii) the consumer's liability to pay the trader reasonable costs for the performance of the contract during the cancellation period required by paragraph (n) of Schedule 2,

or

- (b) the consumer has not expressly requested performance to begin during the cancellation period in accordance with paragraph (2).

(6) The information on the right to cancel and on the consumer's liability to pay the trader reasonable costs referred to in paragraph (5)(a) shall be provided in accordance with—

- (a) Regulation 7, in the case of off-premises contracts,

- (b) Regulation 8, in the case of off-premises contracts for repairs or maintenance within the scope of that Regulation, and
- (c) Regulation 10, in the case of distance contracts.

Provision of digital content during cancellation period

22. (1) A consumer who exercises the right to cancel a contract for the supply of digital content not supplied on a tangible medium during the cancellation period is not liable for the cost of that supply, whether in full or in part, during the cancellation period where—

- (a) the consumer has not given his or her prior express consent to the beginning of the performance of the digital content before the expiry of the cancellation period applicable under Regulation 15 or Regulation 16,
- (b) the consumer has not acknowledged, in giving his or her consent to the beginning of the performance of the digital content before the expiry of the cancellation period, that the right to cancel would be lost, or
- (c) the trader has failed to provide confirmation of—
 - (i) the consumer’s prior express consent to the beginning of the performance of the digital content before the expiry of the cancellation period, and
 - (ii) the consumer’s acknowledgement of the loss of the right to cancel the contract where the performance of the digital content has begun with the consumer’s prior express consent before the expiry of the cancellation period.

(2) The confirmation of the consumer’s prior express consent to the beginning of the performance of the digital content and of the consumer’s acknowledgement of the loss of the right to cancel the contract referred to in paragraph (1)(c) shall be provided in accordance with Regulation 9 in the case of off-premises contracts and in accordance with Regulation 12 in the case of distance contracts.

Effects of cancellation on ancillary contracts

23. (1) For the purposes of this Regulation, an “ancillary contract” means a contract under which the consumer—

- (a) acquires goods or services related to a distance or off-premises contract, and
- (b) those goods are supplied, or services provided, by the trader or by a third party on the basis of an arrangement between the third party and the trader.

(2) Where a consumer cancels a distance or off-premises contract in accordance with this Part, any ancillary contract is automatically terminated without any costs for the consumer other than costs under the following provisions:

- (a) Regulation 19(2) (non-standard delivery);
- (b) Regulation 20(5) (direct cost of returning goods);
- (c) Regulation 20(6)(b) (diminished value of goods);
- (d) Regulation 21(3) (services provided, or gas, water, electricity, or district heating supplied, during cancellation period).

(3) When a trader is informed by a consumer in accordance with Regulation 17 of the consumer's decision to cancel a contract, the trader shall inform each other trader with whom the consumer has an ancillary contract that is terminated in accordance with paragraph (2) of that decision.

(4) Where any security has been provided under an ancillary contract that is terminated in accordance with paragraph (2), that security is to be treated as never having had effect and any property lodged with the supplier or the third party solely for the purposes of the said security shall be returned immediately by the supplier or third party.

(5) Paragraph (2) is without prejudice to Regulation 18 of the European Communities (Consumer Credit Agreements) Regulations 2010 (S.I. No. 281 of 2010).

(6) Notwithstanding Regulation 3(2)(d) (exclusion of financial services contracts), contracts for financial services may be ancillary contracts for the purposes of this Regulation.

PART 5

PAYMENT FEES, ADDITIONAL PAYMENTS AND CHARGES FOR COMMUNICATION BY TELEPHONE

Application of Part 5

24. (1) Subject to paragraphs (2) and (3) and Regulation 3, this Part applies to each of the following on-premises contracts, off-premises contracts and distance contracts concluded between a trader and a consumer:

- (a) sales contracts;
- (b) service contracts;
- (c) contracts for the supply of digital content not supplied on a tangible medium;
- (d) contracts for the supply of water, gas or electricity not put up for sale in a limited volume or set quantity;

(e) contracts for the supply of district heating.

(2) Regulation 27 does not apply to contracts for passenger transport services.

(3) This Part does not apply to contracts for financial services within the meaning of Regulation 2(1), but applies to payments for such services in other contracts between a trader and a consumer to which this Part applies.

Fees for the use of means of payment

25. (1) A trader shall not charge a consumer, in respect of the use of a given means of payment, fees that exceed the cost borne by the trader for the use of that means of payment.

(2) Where a trader charges a consumer a fee in excess of that provided for in paragraph (1), the trader shall reimburse the consumer to the extent of the excess charged, and a failure to do so is actionable by the consumer as a breach of statutory duty.

(3) Any provision of a contract which requires the consumer to pay a fee in excess of that provided for in paragraph (1) is unenforceable to the extent of the excess charged.

(4) A trader who contravenes paragraph (1) commits an offence.

(5) In case of dispute, it is for the trader to show that a fee charged in respect of the use of a given means of payment does not exceed the cost borne by the trader for the use of that means of payment.

Additional Payments

26. (1) Before a consumer is bound by a contract or an offer, the trader shall seek the consumer's express consent to any payment additional to the payment agreed for the trader's main obligation under the contract.

(2) There is no express consent by the consumer under paragraph (1) if that consent is inferred from the use of a default option which the consumer is required to reject in order to avoid the additional payment.

(3) Where a trader receives a payment from a consumer that contravenes paragraph (1), the trader shall reimburse the payment to the consumer, and a failure to do so is actionable by the consumer as a breach of statutory duty.

(4) Any provision of a contract which requires the consumer to make a payment that contravenes paragraph (1) is unenforceable.

(5) A trader who contravenes paragraph (1) commits an offence.

(6) In case of dispute, it is for the trader to show that—

(a) the trader sought the consumer's express consent to any payment additional to that agreed for the trader's main obligation under the contract, and

- (b) the consumer's consent was not inferred from the use of a default option which the consumer was required to reject in order to avoid the additional payment.

Charges for communication by telephone

27. (1) Where a trader operates a telephone line for the purpose of permitting consumers to contact the trader about a contract concluded with the trader, calls by consumers to that line for that purpose shall not be charged at more than the basic rate.

(2) Where a trader operates a telephone line that contravenes paragraph (1), the trader shall reimburse the consumer to the extent of the excess charged, and a failure to do so is actionable by the consumer as a breach of statutory duty.

(3) Any provision of a contract which requires the consumer to make a payment that contravenes paragraph (1) is unenforceable.

(4) A trader who contravenes paragraph (1) commits an offence.

(5) In case of dispute, it is for the trader to show that calls to a telephone line operated by the trader for the purpose of permitting consumers to contact the trader about a contract concluded with the trader were not charged at more than the basic rate.

(6) For the purposes of this Regulation—

“basic rate” means the rate charged for a call to—

- (a) an Irish geographic number,
- (b) an Irish mobile number, or
- (c) any of the following non-geographic numbers as defined in the National Numbering Conventions:
 - (i) Freephone,
 - (ii) Shared Cost (Fixed),
 - (iii) Shared Cost (Timed),
 - (iv) Universal Access,

but, for the avoidance of doubt, excludes the rate charged for a call to a Premium Rate Number as defined in the National Numbering Conventions;

"geographic number" has the meaning given to it in Regulation 2(2) of the European Communities (Electronic Communications Networks and Services) (Universal Service and Users' Rights) Regulations 2011 (S.I. No. 337 of 2011);

“National Numbering Conventions” means the National Numbering Conventions as published by the Commission from time to time, and most recently on 9 March 2011;

"non-geographic number" has the meaning given to it in Regulation 2(2) of the European Communities (Electronic Communications Networks and Services) (Universal Service and Users' Rights) Regulations 2011 (S.I. No. 337 of 2011).

PART 6

PASSING OF RISK AND DELIVERY IN SALES CONTRACTS

Application of Part 6

28. (1) This Part applies to contracts of sale within the meaning of section 1 of the Act of 1893 where the buyer deals as consumer.

(2) In this Part, “deals as consumer” has the meaning given by section 3 of the Act of 1980.

Amendment of section 20 of Act of 1893

29. The following is substituted for section 20 of the Act of 1893:

“Passing of risk

20. (1) Unless otherwise agreed, the goods remain at the seller’s risk until the property therein is transferred to the buyer, but when the property therein is transferred to the buyer, the goods are at the buyer’s risk whether delivery has been made or not.

(2) Where delivery has been delayed through the fault of either buyer or seller, the goods are at the risk of the party in fault as regards any loss which might not have occurred but for such fault.

(3) Subsections (1) and (2) do not apply to a contract of sale where—

(a) the buyer deals as consumer, and

(b) the seller dispatches the goods to the buyer.

(4) Where subsection (3) applies, the goods remain at the seller’s risk until the buyer, or a person indicated by the buyer for this purpose, acquires the physical possession of the goods.

(5) Subsection (4) does not apply where the goods are delivered to a carrier who—

(a) was commissioned by the buyer for the purpose of carrying the goods, and

(b) was not proposed by the seller for that purpose.

(6) Where subsection (5) applies, the goods are at the buyer's risk upon delivery to the carrier.

(7) Subsection (5) is without prejudice to the rights of the buyer, or the liability of the carrier, in respect of the goods."

Amendment of section 29 of Act of 1893

30. Section 29 of the Act of 1893 is amended by inserting the following subsections after subsection (2):

“(2A) Where the buyer deals as consumer—

(a) subsection (2) does not apply, and

(b) subsections (2B) to (2F) apply.

(2B) Unless the parties have agreed otherwise, the seller shall deliver the goods by transferring the physical possession or control of the goods to the buyer without undue delay and not later than 30 days from the conclusion of the contract.

(2C) If the seller does not deliver the goods at the time agreed with the buyer, the buyer may require the seller to make the delivery within an additional period of time appropriate to the circumstances.

(2D) Subsection (2C) does not apply if—

(a) the seller has refused to deliver the goods,

(b) delivery of the goods within the time agreed with the buyer is essential, taking into account all the relevant circumstances at the time of the conclusion of the contract, or

(c) the buyer has informed the seller prior to the conclusion of the contract that delivery on or by a specified date is essential.

(2E) Where the seller—

(a) fails to deliver the goods within any additional period of time for delivery applicable under subsection (2C), or

(b) fails to deliver the goods—

(i) within the time agreed with the buyer under subsection (2D)(b),
or

(ii) on or by the date the date specified by the buyer under subsection (2D)(c),

the buyer may treat the failure as a breach of a condition of the contract which entitles the buyer to repudiate the contract.

(2F) If the buyer repudiates the contract in accordance with subsection (2E), the seller shall, without undue delay, reimburse all sums paid under the contract."

Amendment of section 32 of Act of 1893

31. Section 32 of the Act of 1893 is amended by inserting the following subsection after subsection (3):

“(4) In a contract of sale where the buyer deals as consumer, subsections (1) to (3) do not apply.”.

PART 7

UNSOLICITED GOODS AND SERVICES

Amendment of section 47 of Act of 1980

32. Section 47 of the Act of 1980 is amended by inserting the following subsections after subsection (5):

“(6) Where unsolicited goods are supplied, or unsolicited services are provided, by a trader to a consumer—

(a) subsections (1) to (5) do not apply, and

(b) subsections (7) to (10) apply.

(7) The consumer is exempted from any requirement to provide consideration for unsolicited goods or services supplied by the trader.

(8) The absence of a response from the consumer following the supply of unsolicited goods or the provision of unsolicited services does not constitute consent to—

(a) the provision of consideration for the goods or services, or

(b) the return or safekeeping of the goods.

(9) In the case of an unsolicited supply of goods, the consumer may treat the goods as if they were an unconditional gift.

(10) The following definitions apply for the purposes of subsections (6) to (9):

'consumer' means a natural person who is acting for purposes which are outside the person's trade, business, craft or profession;

'services' includes, without limitation—

(a) digital content not supplied on a tangible medium,

(b) water, gas, and electricity not put up for sale in a fixed volume or set quantity, and

(c) district heating;

'trader' means—

(a) a natural person, or

(b) a legal person, whether—

(i) privately owned,

(ii) publicly owned, or

(iii) partly privately owned and partly publicly owned,

who is acting for purposes related to the person's trade, business, craft or profession, and includes any person acting in the name, or on behalf, of the trader;

'unsolicited', in relation to goods supplied or services provided to a consumer, means that they are supplied or provided without any request by or on behalf of the consumer."

PART 8

ENFORCEMENT AND PENALTIES

Amendment of Act of 2007

33. The Act of 2007 is amended—

(a) in section 2, in the definition of “relevant statutory provisions”, by inserting the following paragraph after paragraph (h) (inserted by Regulation 22 of the European Union (Protection of Consumers in Respect of Timeshare, Long-Term Holiday Product, Resale and Exchange Contracts) Regulations 2011 (S.I. No 73 of 2011)):

“(i) the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (S.I. No. 484 of 2013);”,

and accordingly, references in section 8, sections 30 and 31 or sections 86 and 87 of that Act to “relevant statutory provisions” shall be construed as including references to these Regulations,

(b) in section 67 (Definition (Part 5)), by substituting the following paragraphs for paragraph (f):

“(f) any contravention of an order under section 62 (1);

(g) any contravention of the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (S.I. No. 484 of 2013);”,

and accordingly, references in section 71, section 73 and section 75 of that Act to “prohibited act or practice” shall be construed as including references to these Regulations,

- (c) in section 85(1), by substituting the following paragraphs for paragraph (c):

“(c) Regulation 4(3), 5(5), 6(3) or 7(2) of the European Communities (Requirements to Indicate Product Prices) Regulations 2002 (S.I. No. 639 of 2002);

(d) Regulation 5(3), 7(8), 8(5), 9(4), 10(10), 11(6), 12(5), 19(7), 25(4), 26(5) or 27(4) of the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (S.I. No. 484 of 2013).”,

- (d) in section 90(1), by substituting the following paragraphs for paragraph (d):

“(d) the form and manner of submitting codes of practice to the Agency for approval under section 88;

(e) the provisions of the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (S.I. No. 484 of 2013).”,

- (e) in Schedule 4, by inserting after the last item—

(i) in Column (1), the following: “S.I. No. 484 of 2013”, and

(ii) in Column (2), the following: “the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013”, and

- (f) in Schedule 5, by inserting after the last item—

(i) in Column (1), the following: “S.I. No. 484 of 2013”, and

(ii) in Column (2), the following: “the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013”.

Amendment of Act of 2002

34. (1) The Act of 2002 is amended—

- (a) in section 2(1), by inserting the following before the definition of “associate” (inserted by section 3(a) of the Communications Regulation Act 2002):

“ ‘Agency’ means the National Consumer Agency established by the Consumer Protection Act 2007;”;

- (b) in section 10(1), by inserting the following paragraph after paragraph (aa) (inserted by Regulation 3 of the Communications (Mobile Telephone Roaming) Regulations 2013 (S.I. No. 228 of 2013):

“(ab) to ensure compliance by undertakings and premium rate service providers with the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (S.I. No. 484 of 2013),”

- (c) in section 10, by inserting the following subsections after subsection (1):

“(1A) The functions of the Agency specified in subsection (1B) are (insofar as they relate to the provision of electronic communications networks, electronic communications services, associated facilities and premium rate services) also functions of the Commission, and subsections (1B) to (1E) have effect for the purposes of this subsection.

(1B) The functions of the Agency referred to in subsection (1A) are the functions of the Agency under section 67, section 71, section 73, sections 75 to 77, section 80, sections 83 to 87 and section 90 of the Consumer Protection Act 2007 in relation to the European Communities (Consumer Information, Cancellation and Other Rights) Regulations 2013 (S.I. No. 484 of 2013).—

(1C) Subsection (1A) operates to vest in the Commission, concurrently with the vesting in the Agency of those functions by the Consumer Protection Act 2007, the functions specified in subsection (1B).

(1D) Accordingly—

(a) functions so specified are, subject to any relevant co-operation agreement entered into under section 21 of the Consumer Protection Act 2007, capable of being performed by either the Agency or the Commission, and

(b) subject to subsection (1E), references to the Agency in the provisions of the Act specified in subsection (1B) are to be read as including references to the Commission and those provisions otherwise apply.

(1E) Where any section of the Consumer Protection Act 2007 specified in subsection (1B) provides for anything to be done in relation to the Agency (whether the giving of notice to it, the submitting of a thing to it or the doing of any other thing) then, if a co-operation agreement entered into under section 21 of that Act so specifies, it is sufficient compliance with the section concerned if the thing is done in relation to the Agency or the Commission as is specified in that agreement.”

Authorised officers for purposes of Regulations

35. (1) A person appointed as an authorised officer under section 39 of the Act of 2002 or section 30 of the Act of 2007, whether holding office as an authorised officer under either of those sections immediately before the date of the coming into operation of these Regulations or appointed after that date, shall continue to be so appointed as if appointed under this Regulation and shall be an authorised officer for the purpose of these Regulations and the Directive and shall for those purposes have all of the powers given to an authorised officer by, and be subject to the terms of, those sections.

Amendment of European Communities (Cooperation between National Authorities Responsible for the Enforcement of Consumer Protection Laws) Regulations 2006 (S.I. No. 290 of 2006)

36. The European Communities (Cooperation between National Authorities Responsible for the Enforcement of Consumer Protection Laws) Regulations 2006 (S.I. No. 290 of 2006) are amended in the Schedule by inserting the following entry after the entry at Reference Number 19 (inserted by Regulation 3(b) of the European Communities (Cooperation between National Authorities Responsible for the Enforcement of Consumer Protection Laws (Amendment) (No. 2) Regulations 2013 (S.I. No. 200 of 2013)):

- (a) in column 1, insert the following: “20.”;
- (b) in column 2, insert the following: “Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights;
- (c) in column (3), insert the following: “European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (S.I. No. 484 of 2013)”;
- (d) in column (4) insert each of the following: “National Consumer Agency” and “Commission for Communications Regulation”.

Amendment of European Communities (Court Orders for the Protection of Consumer Interests) Regulations 2010 (S.I. No. 555 of 2010)

37. The European Communities (Court Orders for the Protection of Consumer Interests) Regulations 2010 (S.I. No. 555 of 2010) are amended in the Schedule by inserting the following paragraph after paragraph 13:

“14. Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights.”.

Offences and penalties

38. (1) A person found guilty of an offence under these Regulations shall be liable—

- (a) on summary conviction to a class A fine or to imprisonment for a term not exceeding 12 months or to both, or

(b) on conviction on indictment to a fine not exceeding €60,000 or to imprisonment for a term not exceeding 18 months or to both.

(2) Sections 76 to 78 and sections 80, 83 and 84 of the Act of 2007 shall apply to an offence under these Regulations as they apply to an offence under that Act and, accordingly, references in those sections to an offence under that Act shall be construed as including references to an offence under these Regulations.

Consumer's rights cannot be waived

39. (1). Any purported waiver by a consumer of a right conferred by these Regulations is of no effect.

(2). Any term of a contract which directly or indirectly waives or restricts the rights conferred by these Regulations is not binding on the consumer.

Revocations

40. The following are revoked:

- (a) European Communities (Cancellation of Contracts Negotiated Away From Business Premises) Regulations, 1989 (S.I. No. 224/1989), and
- (b) European Communities (Protection of Consumers in Respect of Contracts Made by Means of Distance Communications (S.I. No. 207/2001).

SCHEDULE 1

INFORMATION TO BE PROVIDED PRIOR TO CONCLUSION OF ON-
PREMISES CONTRACT

The information to be provided by the trader to the consumer in accordance with Regulation 5(1) is as follows:

- (a) the main characteristics of the goods or services, to the extent appropriate to the medium and to the goods or services;
- (b) the identity of the trader, including the trader's trading name and legal identity;
- (c) the geographical address at which the trader is established, and the trader's telephone number;
- (d) the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated;
- (e) where applicable, all freight, delivery or postal charges additional to the price referred to in paragraph (d) or, where those charges cannot reasonably be calculated in advance, the fact that such charges may be payable;
- (f) where applicable, the arrangements for payment, delivery, performance, and the time by which the trader undertakes to deliver the goods or perform the service;
- (g) where applicable, the trader's complaint handling policy;
- (h) in the case of a sales contract, the existence of a legal obligation on the trader to supply goods that are in conformity with the contract;
- (i) where applicable, the existence and the conditions of after-sales services and commercial guarantees;
- (j) the duration of the contract where applicable or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating it;
- (k) where applicable, the functionality, including applicable technical protection measures, of digital content;
- (l) where applicable, any relevant interoperability of digital content with hardware and software of which the trader is, or can reasonably be expected to have been, aware.

SCHEDULE 2

INFORMATION TO BE PROVIDED PRIOR TO CONCLUSION OF
OFF-PREMISES CONTRACTS AND DISTANCE CONTRACTS

The information to be provided by the trader to the consumer in accordance with Regulation 7 in the case of off-premises contracts, Regulation 8 in the case of off-premises contracts for repairs or maintenance within the scope of that Regulation and Regulation 10 in the case of distance contracts, is as follows:

- (a) the main characteristics of the goods or services, to the extent appropriate to the medium and to the goods or services;
- (b) the identity of the trader, including the trader's trading name;
- (c) if the trader is acting on behalf of another trader, the geographical address and identity of that trader;
- (d) the geographical address at which the trader is established, and the trader's telephone number, fax number and e-mail address, where available, to enable the consumer to contact the trader quickly and communicate with the trader efficiently;
- (e) the geographical address of—
 - (i) the place of business of the trader, if different from the address provided in accordance with paragraph (d), and
 - (ii) where the trader acts on behalf of another trader, the place of business of that other trader, if different from the address provided in accordance with paragraph (c),to which the consumer can address complaints;
- (f) the total price of the goods or services inclusive of taxes, or where the nature of the goods or services is such that the price cannot reasonably be calculated in advance, the manner in which the price is to be calculated;
- (g) where applicable, all additional freight, delivery or postal charges and any other costs or, where those charges cannot reasonably be calculated in advance, the fact that such charges may be payable;
- (h) in the case of a contract of indeterminate duration or a contract containing a subscription—
 - (i) the total costs per billing period, or,
 - (ii) where such contracts are charged at a fixed rate, the total monthly costs, or

- (iii) where the total costs cannot reasonably be calculated in advance, the manner in which the price is to be calculated;
- (i) the cost of using the means of distance communication used for the conclusion of the contract where that cost is calculated other than at the basic rate;
- (j) the arrangements for payment, delivery, performance, and the time by which the trader undertakes to deliver the goods or perform the service;
- (k) where applicable, the trader's complaint handling policy;
- (l) where a right to cancel exists, the conditions, time limit and procedures for exercising that right in accordance with Regulation 17.
- (m) where applicable, that the consumer will have to bear the cost of returning the goods in case of cancellation of the contract and, in the case of distance contracts, if the goods by their nature cannot normally be returned by post, the cost of returning the goods;
- (n) where the consumer exercises the right to cancel after having made a request in accordance with Regulation 21, that the consumer is liable to pay the trader reasonable costs in accordance with that Regulation;
- (o) where a right to cancel the contract does not apply under Regulation 13, the information that the consumer will not benefit from that right or, where applicable, the circumstances in which the consumer loses the right;
- (p) in the case of a sales contract, the existence of a legal obligation on the trader to supply goods that are in conformity with the contract;
- (q) where applicable, the existence and conditions of after-sale customer assistance, after-sales services and commercial guarantees;
- (r) the existence of relevant codes of practice, as defined in section 2 of the Consumer Protection Act 2007 and, where applicable, how copies of such codes can be obtained;
- (s) the duration of the contract where applicable or, if the contract is of indeterminate duration or is to be extended automatically, the conditions for terminating it;
- (t) where applicable, the minimum duration of the consumer's obligations under the contract;
- (u) where applicable, the existence and the conditions of deposits or other financial guarantees to be paid or provided by the consumer at the request of the trader;

- (v) where applicable, the functionality, including applicable technical protection measures of digital content;
- (w) where applicable, any relevant interoperability of digital content with hardware and software of which the trader is, or can reasonably be expected to have been, aware.
- (x) where applicable, the possibility of having recourse to an out-of-court complaint and redress mechanism to which the trader is subject, and the methods for having access to it.

SCHEDULE 3

INFORMATION CONCERNING THE EXERCISE OF THE RIGHT TO
CANCEL

A. MODEL INSTRUCTIONS FOR CANCELLATION

Right to cancel

You have the right to cancel his contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day [See Note 1].

To exercise the right to cancel, you must inform us [see Note 2] of your decision to cancel this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached cancellation form but it is not obligatory. [See note 3]

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to cancel this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. [See Note 4]

[See Note 5]

[See Note 6]

Notes on instructions for completion:

1. Insert one of the following texts between inverted commas:
 - (a) in the case of a service contract or a contract for the supply of water, gas or electricity not put up for sale in a limited volume or set quantity, of district heating or of digital content not supplied on a tangible medium: “of the conclusion of the contract.”;

- (b) in the case of a sales contract: “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.”;
 - (c) in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately: “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last of the goods.”;
 - (d) in the case of a contract relating to delivery of a good consisting of multiple lots or pieces: “ on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece.”;
 - (e) in the case of a contract for regular delivery of goods during a defined period: “on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first of the goods.”.
2. Insert your name, geographical address and, where available, your telephone number, fax number and e-mail address.
3. If you give the option to the consumer to electronically fill in and submit information about his cancellation of the contract on your website, insert the following: “You can also electronically fill in and submit the model cancellation form or any other unequivocal statement on our website [insert Internet address]. If you use this option, we will communicate to you an acknowledgment of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay.”.
4. In the case of sales contracts in which you have not offered to collect the goods in the event of cancellation insert the following: “We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.”.
5. If the consumer has received goods in connection with the contract:
- (a) insert:
 - “We will collect the goods”; or
 - “You shall send back the goods or hand them over to us or ... [insert the name and geographical address, where applicable, of the person authorised by you to receive the goods], without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of the contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.”;
 - (b) insert:
 - “We will bear the cost of returning the goods.”,

- “You will bear the direct cost of returning the goods.”,
- If, in a distance contract, you do not offer to bear the cost of returning the goods and the goods, by their nature, cannot normally be returned by post: “You will have to bear the direct cost of returning the goods ... EUR [insert the amount].”; or if the cost of returning the goods cannot reasonably be calculated in advance: “You will have to bear the direct cost of returning the goods. The cost is estimated at a maximum of approximately ... EUR [insert the amount].”, or
- If, in an off-premises contract, the goods, by their nature, cannot normally be returned by post and have been delivered to the consumer’s home at the time of the conclusion of the contract: “We will collect the goods at our own expense.”, and

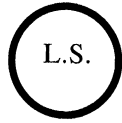
(c) insert: “You are only liable for any diminished value of the goods resulting from the handling of the goods beyond that necessary to establish their nature, characteristics and functioning”.

In the case of a contract for the provision of services or the supply of water, gas or electricity, where they are not put up for sale in a limited volume or set quantity, or of district heating, insert the following: “If you requested to begin the performance of services or the supply of water/gas/electricity/district heating [delete where inapplicable] during the cancellation period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your cancellation of this contract in comparison with the full coverage of the contract.”.

B. MODEL CANCELLATION FORM

[Complete and return this form only if you wish to cancel the contract.]

- To [here the trader’s name, geographical address and, where available, his fax number and e-mail address are to be inserted by the trader]:
- I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods[*]/for the provision of the following service [*],
- Ordered on[*]/received on [*],
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) [only if this form is notified on paper],
- Date



GIVEN under my Official Seal,
11 December 2013.

RICHARD BRUTON,
Minister for Jobs, Enterprise and Innovation.

EXPLANATORY NOTE

(This note is not part of the Instrument and does not purport to be a legal interpretation.)

These Regulations give effect to Directive 2011/83/EU of the European Parliament and of the Council on Consumer Rights.

Subject to a number of specified exclusions, the Regulations apply to contracts concluded between a trader and a consumer. Some of the provisions of the Regulations apply only to on-premises contracts, some only to off-premises contracts, some only to distance contracts, and some only to sales contracts. Definitions of these different types of contract are included in the Regulations.

The Regulations specify the substance and form of the information that traders must provide to consumers before the consumer is bound by a contract. In the case of distance and off-premises contracts, the trader must also provide the consumer with a copy or confirmation of the contract within a reasonable time of the conclusion of the contract.

Subject to a number of specified exclusions, the Regulations give consumers the right to cancel off-premises and distance contracts within fourteen days of the delivery of the goods in the case of sales contracts and fourteen days of the conclusion of the contract in the case of service contracts. The duration of this cancellation period is extended by up to twelve months where the trader fails to inform the consumer of the right to cancel the contract. Other provisions set out the rights and obligations of the parties in the event of cancellation.

The Regulations contain provisions regulating the fees charged by traders in respect of the use of a given means of payment and the cost of calls by consumers to customer helplines, as well as provisions governing payments by consumers additional to the remuneration agreed for the trader's main obligation under the contract.

The Regulations amend the provisions of the Sale of Goods Act 1893 on the passing of risk, and certain of the Act's rules on delivery, in contracts of sale where the buyer deals as consumer. The Regulations also amend the provisions of the Sale of Goods and Supply of Services Act 1980 on the supply of unsolicited goods or services to a consumer.

BAILE ÁTHA CLIATH
ARNA FHOILSIÚ AG OIFIG AN tSOLÁTHAIR
Le ceannach díreach ó
FOILSEACHÁIN RIALTAIS,
52 FAICHE STIABHNA, BAILE ÁTHA CLIATH 2
(Teil: 01 - 6476834 nó 1890 213434; Fax: 01 - 6476843)
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