



# **DÁIL ÉIREANN**

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## **AN BILLE UM CHEARTA DO THOMHALTÓIRÍ, 2022 CONSUMER RIGHTS BILL 2022**

### **LEASUITHE COISTE COMMITTEE AMENDMENTS**

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# DÁIL ÉIREANN

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## AN BILLE UM CHEARTA DO THOMHALTÓIRÍ, 2022 —ROGHCHOISTE

### CONSUMER RIGHTS BILL 2022 —SELECT COMMITTEE

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#### *Leasuithe Amendments*

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#### SECTION 2

1. In page 15, line 5, after “contract” ” to insert “(other than in *Part 5*)”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

2. In page 15, line 25, after “contract” ” to insert “(other than in *Part 5*)”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

3. In page 16, line 10, to delete “or supply”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

4. In page 16, between lines 14 and 15, to insert the following:

“(6) In *Parts 2* to *4*, a reference to a reasonable expectation shall be interpreted having regard objectively to the nature and purpose of the contract concerned, the circumstances of the case and the usages and practices of the parties to the contract.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

#### SECTION 9

5. In page 18, to delete lines 35 to 38 and in page 19, to delete lines 1 and 2, and substitute the following:

“9. (1) Where, before the day on which *section 12(1)* comes into operation, a contract was concluded to which *Part 2* would apply if it had been concluded on or after that day—

(a) the Sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980 shall continue to have effect in relation to the contract as if the amendments made by *Part 1* of *Schedule 6* had not been made, and

(b) the European Communities (Certain Aspects of the Sale of Consumer Goods and Associated Guarantees) Regulations 2003 (S.I. No. 11 of 2003) shall continue to have effect in relation to the contract notwithstanding the revocation of those Regulations by *Part 2* of *Schedule 1*.

(2) Where, before the day on which *section 75(1)* comes into operation, a contract was

[SECTION 9]

concluded to which *Part 4* would apply if it had been concluded on or after that day, the Sale of Goods and Supply of Services Act 1980 shall continue to have effect in relation to the contract as if the amendments made by *Part 1 of Schedule 6* inserting a new section 38A into that Act and amending section 47 of it had not been made.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

6. In page 19, line 3, to delete “*section 96(1)*” and substitute “*section 97(1)*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

7. In page 19, line 8, to delete “*section 126(1)*” and substitute “*section 127(1)*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 10

8. In page 20, to delete lines 5 to 8.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 11

9. In page 20, line 18, to delete “In this Act” and substitute “Subject to *subsections (2) to (7)*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

10. In page 20, between lines 27 and 28, to insert the following:

“(3) A sales contract may be concluded between one part-owner and another.

(4) A sales contract includes a contract for the sale of goods to be produced or manufactured by the trader, including goods made to the consumer’s specifications.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 12

11. In page 21, line 12, to delete “contract,” and substitute the following:

“contract, including, in the case of a sales contract for the sale of goods with digital elements falling within *subsection (3)*, the elements of the contract that relate to the supply of the digital content or digital service, and”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

12. In page 21, line 13, to delete “subject to *paragraph (c)*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

13. In page 21, line 13, after “contract” to insert “(not being a contract for the sale of goods with digital elements)”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

14. In page 21, line 19, to delete “goods, and” and substitute “goods.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

15. In page 21, to delete lines 20 to 28 and substitute the following:

“(3) A sales contract for the sale of goods with digital elements falls within this subsection

[SECTION 12]

where—

- (a) digital content or a digital service is supplied with goods under the contract (irrespective of whether the digital content or digital service is supplied by the trader or another person), and
- (b) the digital content or digital service is incorporated in or inter-connected with the goods in such a way that the absence of the digital content or digital service would prevent the goods from performing their functions.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

16. In page 22, line 3, to delete “single” and substitute “sales”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

17. In page 22, line 4, after “the” where it firstly occurs to insert “sales”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

18. In page 22, between lines 6 and 7, to insert the following:

“(8) Nothing in this Part shall affect the entitlement of a consumer to terminate a contract under *section 65(2)* or *93(2)*.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 16

19. In page 23, line 35, to delete “requirements referred to in *section 15(2)* are that the”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

20. In page 24, line 18, to delete “*section 23*” and substitute “*Chapter 3* of this Part”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 21

21. In page 28, to delete lines 5 to 12 and substitute the following:

“(5) Subject to *subsections (2)* and *(4)*, where a sales contract for the sale of goods other than goods with digital elements provides for a continuous supply of digital content or a digital service for a period specified in the sales contract, the consumer’s right to a remedy in respect of a lack of conformity with the sales contract for which the trader is liable under this section shall apply for the period of 6 years beginning with the relevant time.

- (6) Where a sales contract for the sale of goods with digital elements provides for a continuous supply of digital content or a digital service for a period specified in the sales contract, the consumer’s right to a remedy in respect of a lack of conformity with the sales contract for which the trader is liable under this section shall apply for the period of 6 years beginning with the time at which the lack of conformity with the sales contract occurs or becomes apparent during the period so specified in the sales contract.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

[SECTION 26]

SECTION 26

22. In page 31, between lines 3 and 4, to insert the following:

**“Rights in relation to diagnosis, maintenance and repair of electronic equipment**

26. (1) In relation to digital electronic equipment sold in the State, a manufacturer shall make available, for the purposes of diagnosis, maintenance or repair of the equipment—

- (a) to independent repair providers, and
- (b) to owners of the equipment,

in a timely manner and on fair and reasonable terms, relevant documents, parts and tools, including any updates to information or embedded software.

(2) Where a manufacturer has made an express warranty with respect to digital electronic equipment and the wholesale price of the equipment is €100 or more, the manufacturer shall provide such parts, tools, and documents as to enable the repair of the equipment during the warranty period at an equitable price, with due regard to—

- (a) the actual cost to the manufacturer of preparing and distributing the parts, tools or documents, exclusive of any research and development costs incurred,
- (b) the ability of owners and independent repair providers to afford the parts, tools or documents, and
- (c) the means by which the parts, tools or documents are distributed.

(3) In relation to equipment with an electronic security lock or other security-related function, the manufacturer shall make available to the owner and to independent repair providers, on fair and reasonable terms and through secure data release systems where appropriate, any special documents, tools or parts needed to disable the lock or function, and to reset it, for the purposes of diagnosis, maintenance or repair of the equipment.

(4) Both an owner and an independent repair provider may maintain an action against a manufacturer who contravenes *subsections (1), (2) or (3)*, and the court may order the manufacturer to take such action as may be necessary to observe the requirements of the subsection concerned, or to pay damages.

(5) (a) Nothing in this section requires a manufacturer to disclose a trade secret, save as and to the extent necessary to provide documents, parts and tools on fair and reasonable terms.

(b) Subject to *paragraph (c)*, nothing in this section alters the terms of any agreement between a manufacturer and an authorised repair provider.

(c) A provision of an agreement referred to in *paragraph (b)*, or any other agreement, is void insofar as it purports to waive, avoid, restrict or limit a manufacturer’s obligations under this section.

(6) In this section—

“authorised repair provider”, in relation to a manufacturer, means a person who is not

[SECTION 26]

a connected person and who has an agreement with the manufacturer—

- (a) pursuant to a license to use a trade name, service mark or other proprietary identifier, to offer the services of diagnosis, maintenance or repair of digital electronic equipment under the name of the manufacturer, or
- (b) otherwise to provide such services on behalf of the manufacturer,

provided that a manufacturer who offers the services of diagnosis, maintenance or repair of digital electronic equipment manufactured by it or on its behalf, and who does not have an agreement with a connected person for the provision of such services, is an authorised repair provider with respect to that equipment;

“connected person” has the meaning assigned to it by section 10 of the Taxes Consolidation Act 1997;

“digital electronic equipment”—

- (a) subject to *paragraph (b)*, means any product that depends for its functioning, in whole or in part, on digital electronics embedded in or attached to the product,
- (b) does not include—
  - (i) mechanically propelled vehicles designed and constructed to be suitable for use on roads, or
  - (ii) medical devices within the meaning of the Health (Pricing and Supply of Medical Goods) Act 2013;

“document” includes any manual, diagram, reporting output, service code description, schematic, or other guidance or other information used in effecting the services of diagnosis, maintenance, or repair of digital electronic equipment;

“embedded software” means any programmable instructions provided on firmware delivered with digital electronic equipment, or with a part for such equipment, for the purposes of operating the equipment, including all relevant patches and fixes made by the manufacturer of such equipment or part for this purpose;

“firmware” means a software program or set of instructions programmed on digital electronic equipment, or on a part for such equipment, to allow the equipment or part to communicate within itself or with other computer hardware;

“independent repair provider”, means a person who—

- (a) in relation to a manufacturer and any authorised repair provider of the manufacturer, is not a connected person, and
- (b) is engaged in the diagnosis, maintenance, or repair of digital electronic equipment,

provided that a manufacturer or an authorised provider of a manufacturer is, when engaged in the diagnosis, service, maintenance or repair of digital equipment that is not manufactured by or sold under the name of the manufacturer, an independent repair provider;

[SECTION 26]

“manufacturer” means a person engaged in the business of selling, leasing, or otherwise supplying new digital electronic equipment, or parts of such equipment, that has been made by or on behalf of the manufacturer;

“owner” means a person who owns or leases digital electronic equipment;

“part” means any replacement part, whether new or used, made available by a manufacturer for purposes of maintenance or repair of digital electronic equipment manufactured by or on behalf of, sold or otherwise supplied by the manufacturer;

“tools” includes any software program, hardware implement or other apparatus used for diagnosis, maintenance, or repair of digital electronic equipment, including software or other mechanisms that provision, program or pair a new part, calibrate functionality, or perform any other function required to bring the equipment back to fully functional condition.

- (7) A reference in this section to making a document or thing available on fair and reasonable terms means making the document or thing available on terms that are equivalent to the most favourable terms under which a manufacturer makes the document or thing available to an authorised repair provider—
- (a) regard being had to any discount, rebate, convenient means of delivery, means of enabling fully restored and updated functionality, rights of use, or other incentive or preference the manufacturer offers to an authorised repair provider, or any additional cost, burden, or impediment the manufacturer imposes on an independent repair provider, and
  - (b) not conditioned on or imposing a substantial obligation or restriction that is not reasonably necessary for enabling the owner or independent repair provider to engage in the diagnosis, maintenance, or repair of digital electronic equipment made by or on behalf of the manufacturer.”.

—Seán Sherlock.

23. In page 31, line 21, to delete “the following rights”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

24. In page 31, to delete line 23 and substitute “or”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

25. In page 31, line 31, to delete “*subsection (1)(c)*” and substitute “*subsection (1)(b)*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

26. In page 32, line 6, to delete “*subsection (1)(d)*” and substitute “*subsection (1)(c)*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 28

27. In page 33, line 8, after “*14(2)*” to insert “or *36(5)*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.



[SECTION 28]

28. In page 33, line 9, to delete “*section 23(1)*” and substitute “*section 23(1) or 37(2)(a), or*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

29. In page 33, line 10, to delete “, or” and substitute “*or 37(2)(b).*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

30. In page 33, to delete line 11.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 29

31. In page 33, to delete lines 21 to 27 and substitute the following:

“29. (1) This section applies where goods are sold to a consumer under a contract that provides also for the supply of digital content, a digital service or a service.

(2) Where the conditions in *subsection (3)* are met, the consumer shall have the right—

(a) to terminate the contract, or

(b) to obtain a proportionate reduction in the price payable under the contract.

(3) The conditions referred to in *subsection (2)* are the following:

(a) if the contract were a contract for the sale of goods only, the consumer would have the right under *section 26* to obtain a proportionate reduction in the price or to terminate the contract;

(b) the value of the digital content, digital service or service to the consumer would be materially reduced in the absence of the goods.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

32. In page 33, line 28, after “In” to insert “objectively”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

33. In page 33, line 30, to delete “*subsection (1)(b)*” and substitute “*subsection (3)(b)\**”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

[\**This is a reference to a subsection proposed to be inserted by amendment No. 34.*]

34. In page 33, between lines 35 and 36, to insert the following:

“(3) Where the consumer exercises the right to terminate the contract under *subsection (2)\**—

(a) the consumer shall comply with the obligations in *section 28(2)*, and

(b) the trader with whom the consumer has that contract shall comply with the obligations in *section 30*.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

[\**This is a reference to a subsection proposed to be inserted by amendment No. 31.*]

[SECTION 30]

SECTION 30

35. In page 34, line 5, to delete “, 36 or 37” and substitute “or 36(5)”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

36. In page 34, line 6, after “23(1)” to insert “or 37(2)(a)”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

37. In page 34, line 7, after “26(2)(b)” to insert “or 37(2)(b)”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

38. In page 34, line 14, after “26(2)(b)” to insert “or 37(2)(b)”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 31

39. In page 35, line 2, to delete “or 30(2)” and substitute “, 30(2) or (7) or 37(4)”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 32

40. In page 35, line 22, to delete “obligations” and substitute “obligation”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 33

41. In page 36, line 2, to delete “sections 30 and 31” and substitute “section 30”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 34

42. In page 36, line 20, after “contract” to insert “or the trader otherwise fails to comply with the requirements of this Part”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 39

43. In page 39, line 4, to delete “of goods”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

44. In page 39, line 5, to delete “of goods”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

45. In page 39, line 9, after “proof” to insert “under sales contract”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

46. In page 39, between lines 10 and 11, to insert the following:

“(k) *section 36* (delivery of goods under sales contract);”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

47. In page 39, to delete line 12.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

[SECTION 39]

48. In page 39, lines 29 and 30, to delete “an alternative dispute resolution procedure within the scope of” and substitute “an ADR procedure within the meaning of”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 44

49. In page 41, line 21, to delete “by the relevant time” and substitute “no later than the time of delivery of the goods”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 45

50. In page 41, line 36, after “enactment” to insert “(including this Chapter)”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 47

51. In page 42, line 30, to delete “by mechanical power” and substitute the following:

“solely by mechanical power or solely by electrical power, whether or not the attachment is being used, and having a maximum design speed of no less than 6 kilometres per hour”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 49

52. In page 43, line 35, to delete “and 71” and substitute “, 71 and 72”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

53. In page 44, line 37, to delete “*subsection (4)(b)*” and substitute “*subsection (4)(a)*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

54. In page 45, between lines 16 and 17, to insert the following:

“(9) Nothing in this Part shall affect the entitlement of a consumer to terminate a contract under *section 29(2)\** or *93(2)*.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

[\**This is a reference to a subsection proposed to be inserted by amendment No. 31.*]

SECTION 54

55. In page 49, to delete lines 23 to 30 and substitute the following:

“(5) Where—

- (a) the consumer fails to install within a reasonable time an update supplied by the trader in accordance with *subsection (4)*,
- (b) the trader informed the consumer of the availability of the update and the consequences of a failure of the consumer to install it, and
- (c) the failure of the consumer to install the update, or the incorrect installation of the update by the consumer, was not due to shortcomings in the installation instructions provided by the trader,

[SECTION 54]

the trader shall not be liable for any lack of conformity with the digital content contract or digital service contract resulting solely from the failure to install the relevant update.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 57

56. In page 50, line 31, to delete “*sections 53 and 54*” and substitute “*sections 53 to 55*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

57. In page 50, lines 33 and 34, to delete “for lack of conformity with the digital content contract or digital service contract provided for in *section 61*” and substitute “specified in *Chapter 3* of this Part”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 64

58. In page 57, lines 8 and 9, to delete “*section 53 or 54*” and substitute “*sections 53 to 55*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

59. In page 57, line 16, to delete “together with digital content or a digital service”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 65

60. In page 57, to delete lines 22 to 26 and substitute the following:

“(2) Where the conditions in *subsection (3)* are met, the consumer shall have the right—

(a) to terminate the contract, or

(b) to obtain a proportionate reduction in the price payable under the contract.

(3) The conditions referred to in *subsection (2)* are the following:

(a) if the contract were a contract for the supply of digital content or a digital service only, the consumer would have the right under *section 62* to obtain a proportionate reduction in the price or to terminate the contract;

(b) the value of the goods or service to the consumer would be materially reduced in the absence of the digital content or digital service.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

61. In page 57, line 27, after “In” to insert “objectively”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

62. In page 57, line 28, to delete “relevant”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

63. In page 57, between lines 33 and 34, to insert the following:

“(4) Where the consumer exercises the right to terminate a contract under *subsection (2)*—

(a) the consumer shall comply with the obligations in *section 66(3)* and (4), and

[SECTION 65]

- (b) the trader with whom the consumer has that contract shall comply with the obligations in *section 67*.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

- 64.** In page 57, line 34, to delete “to a bundle within the scope” and substitute the following:

“where a bundle of electronic communications services or a bundle of such services and terminal equipment within the scope of Article 107”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

- 65.** In page 57, line 36, to delete “which”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

- 66.** In page 58, line 2, to delete “together with digital content or a digital service”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 66

- 67.** In page 58, line 5, to delete “This” and substitute “Subject to *section 65(4)(a)*, this”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

[\**This is a reference to a subsection proposed to be inserted by amendment No. 63.*]

SECTION 67

- 68.** In page 59, line 23, to delete “digital”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 68

- 69.** In page 60, line 3, after “63(5)” to insert “, 64(6)(b)(ii)”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 69

- 70.** In page 60, to delete lines 24 to 31 and insert the following:

“**69.** (1) Subject to *subsection (2)*, where the trader fails to comply with the obligation to supply digital content or a digital service that is in conformity with the digital content contract or digital service contract, the consumer shall have the right to withhold payment of any outstanding part of the price until the trader has fulfilled the trader’s obligation to supply digital content or a digital service that is in conformity with the digital content contract or digital service contract.

- (2) The part of the price withheld by the consumer under *subsection (1)* shall be proportionate to the decrease in the value of the digital content or digital service received by the consumer compared with the value that the digital content or digital service would have if it were in conformity with the contract.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

[SECTION 69]

71. In page 60, line 34, to delete “obligations under this Part” and substitute the following:

“obligation to supply digital content or a digital service that is in conformity with the digital content contract or digital service contract”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 71

72. In page 61, line 28, to delete “conformity with digital content contract or digital service contract” and substitute the following:

“digital content or digital service to be in conformity with digital content contract or digital service contract”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

73. In page 61, between lines 33 and 34, to insert the following:

“(g) *section 56* (implied terms of digital content contract or digital service contract);”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

74. In page 61, line 35, after “trader” to insert “under digital content contract or digital service contract”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

75. In page 61, line 36, after “proof” to insert “under digital content contract or digital service contract”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

76. In page 62, lines 13 and 14, to delete “an alternative dispute resolution procedure within the scope of” and substitute “an ADR procedure within the meaning of”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 75

77. In page 63, line 24, to delete “87” and substitute “88”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 78

78. In page 65, line 35, to delete “*section 84*” and substitute “*sections 84 and 91*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

79. In page 66, line 3, to delete “*sections 85 and 86*” and substitute “*sections 85, 86 and 91*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 85

80. In page 70, line 8, after “In” to insert “objectively”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

[SECTION 87]

SECTION 87

**81.** In page 72, line 7, to delete “in accordance with *subsection (3)*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

**82.** In page 72, line 8, after “contract” to insert “in accordance with *subsection (3)*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 88

**83.** In page 73, line 5, to delete “the obligation imposed by *subsection (3)(a)*” and substitute the following:

“an obligation imposed by *subsection (3)* or fails to return the goods and any other materials under an agreement such as is mentioned in *subsection (5)*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 93

**84.** In page 75, line 3, to delete “supply of goods,” and substitute “sale of goods or the supply of”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

**85.** In page 75, line 16, after “contract” to insert “or a proportionate reduction in the price payable under the contract”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

**86.** In page 75, between lines 21 and 22, to insert the following:

“(5) Where the consumer exercises the right to terminate the contract under *subsection (2)*—

(a) the consumer shall comply with the obligations in *section 88(3)*, and

(b) the trader with whom the consumer has that contract shall comply with the obligations in *section 89*.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 94

**87.** In page 75, line 35, to delete “duty to supply service” and substitute “service to be”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

**88.** In page 75, line 36, to delete “of service”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

**89.** In page 76, line 1, to delete “of service”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

**90.** In page 76, between lines 2 and 3, to insert the following:

“(e) *section 82* (implied terms of service contract);”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

[SECTION 94]

91. In page 76, lines 18 and 19, to delete “an alternative dispute resolution procedure within the scope of” and substitute “an ADR procedure within the meaning of”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 95

92. In page 76, line 26, after “contract” to insert “or the trader otherwise fails to comply with the requirements of this Part”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 96

93. In page 77, line 6, to delete “and in *Schedules 2 and 3*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

94. In page 77, between lines 19 and 20, to insert the following:

“ “goods” includes digital content that is supplied on a tangible medium;”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

95. In page 77, between lines 29 and 30, to insert the following:

“ “sales contract” has the meaning assigned to it by *section 11(1)* and includes, a contract that has as its object both the sale of goods and the supply of a service;”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 97

96. In page 78, line 8, to delete “*101(2)*” and substitute “*104*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

97. In page 78, line 14, to delete “digital content contract” and substitute “contract for the supply of digital content that is not supplied on a tangible medium”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

98. In page 79, between lines 33 and 34, to insert the following:

“(9) *Chapter 5* shall also apply to a contract, concluded on or after the day on which this section comes into operation, for—

(a) a service 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 of carrying out urgent repairs or maintenance.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.



[SECTION 110]

SECTION 110

99. In page 87, line 32, to delete “*section 114.*” and substitute “*section 113.*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 111

100. In page 88, to delete lines 4 to 7 and substitute the following:

“(a) a service contract, where the service has been fully supplied and the supply of the service began with the consumer’s prior express consent and acknowledgement that he or she will lose the right to cancel once the service has been fully supplied by the trader,”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

101. In page 88, line 9, to delete “the consumer—” and substitute the following:

“the consumer does not pay or undertake to pay the price of the digital service, where the digital service has been fully supplied,”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

102. In page 88, to delete lines 10 to 14.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

103. In page 88, to delete lines 15 to 37 and substitute the following:

“(c) a contract under which the trader supplies or undertakes to supply a digital service to the consumer and under which the consumer pays or undertakes to pay the price of the digital service, where—

(i) the digital service has been fully supplied, and

(ii) the supply of the digital service began with the consumer’s prior express consent and acknowledgement that he or she will lose the right to cancel once the digital service has been fully supplied by the trader,

(d) a contract under which the trader supplies or undertakes to supply digital content that is not supplied on a tangible medium to the consumer and under which the consumer does not pay or undertake to pay the price of the digital content, where supply of the digital content has begun,

(e) a contract under which the trader supplies or undertakes to supply digital content that is not supplied on a tangible medium to the consumer and under which the consumer pays or undertakes to pay the price of the digital content, where—

(i) supply of the digital content has begun,

(ii) the consumer provided prior express consent to the supply beginning during the cancellation period and an acknowledgement that he or she will thereby lose the right to cancel, and

(iii) the trader provided confirmation of the contract in accordance with *section 105* or, as the case may be, *section 109*,”.

[SECTION 111]

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

**104.**In page 89, to delete lines 31 to 35, and in page 90, to delete lines 1 and 2.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 119

**105.**In page 96, line 23, to delete “within the scope of that section” and substitute “to which that section applies”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 127

**106.**In page 101, line 19, after “(6)” to insert “and *section 140(2)(b)*”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 130

**107.**In page 103, between lines 18 and 19, to insert the following:

“(4) (a) Without prejudice to the generality of the foregoing, where a trader supplies a service to subscribers, it is an unfair term of the contract under which the service is provided if the trader, in relation to provision of the same or substantially the same service, charges consumers who are renewing their subscription a higher fee than the trader charges consumers who are new subscribers.

(b) In *paragraph (a)* “subscriber” means a consumer who receives a service from a trader pursuant to a contract where, on payment of a periodic fee, the contract with the trader under which the service is supplied is successively renewed or rolled over, whether the fee is calculated solely by reference to a period of time or by reference to the amount of service received during that period, or by a combination of both; and “subscription” shall be construed accordingly.”.

—Seán Sherlock.

SECTION 140

**108.**In page 109, to delete lines 13 to 19 and substitute the following:

“**140.** (1) This section applies where an authorised body—

(a) publishes under *section 139(1)* a copy of an order under *section 137(1)* declaring that the term of a consumer contract to which the order relates is unfair, or

(b) publishes a notice under *section 139(3)* setting out that term.

(2) Where, after the date on which the authorised body publishes an order or notice in respect of which this section applies, a trader—

(a) enters into a consumer contract containing the term to which the order or notice, as the case may be, relates, or

(b) seeks to rely on that term in a consumer contract (whenever concluded),

the trader commits an offence.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

[SECTION 141]

SECTION 141

109. In page 109, line 26, after “Bank” to insert “of Ireland”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 142

110. In page 110, line 1, to delete “what sentence” and substitute “the sentence”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

111. In page 110, line 3, to delete “criteria—” and substitute “criteria:”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

112. In page 110, line 4, to delete “infringement,” and substitute “infringement;”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

113. In page 110, line 5, to delete “a trader” and substitute “the person”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

114. In page 110, to delete line 6 and substitute “consumers;”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

115. In page 110, line 7, to delete “a trader,” and substitute “the person;”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

116. In page 110, line 8, to delete “a trader” and substitute “the person”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

117. In page 110, line 9, to delete “available,” and substitute “available;”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

118. In page 110, line 10, to delete “a trader” and substitute “the person”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

119. In page 110, line 11, to delete “in cross-border cases, and” and substitute the following:

“in cross-border cases where information about such penalties is available through the mechanism established by Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017 on cooperation between national authorities responsible for the enforcement of consumer protection laws and repealing Regulation (EC) No. 2006/2004;”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 147

120. In page 112, to delete lines 1 to 9 and substitute the following:

“(2) Summary proceedings for an offence under *Part 4* or *6* may be brought and prosecuted by—

(a) the Competition and Consumer Protection Commission,

[SECTION 147]

- (b) the Commission for Communications Regulation in relation to an offence relating to a function that is exercisable by that Commission, or
  - (c) the Central Bank of Ireland in relation to an offence relating to a function that is exercisable by the Bank.
- (3) Summary proceedings for an offence under *Part 5* may be brought and prosecuted by—
- (a) the Competition and Consumer Protection Commission, or
  - (b) the Commission for Communications Regulation in relation to an offence relating to a function that is exercisable by that Commission.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 148

**121.**In page 113, to delete lines 23 to 28 and substitute the following:

“(10) In Part VI, a reference to a reasonable expectation shall be interpreted having regard objectively to the nature and purpose of the hire-purchase agreement, the circumstances of the case and the usages and practices of the parties to the agreement.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 150

**122.**In page 119, to delete lines 33 to 42 and substitute the following:

“(4) Subject to subsections (2) and (3), where a hire-purchase agreement for the letting of goods other than goods with digital elements provides for a continuous supply of digital content or a digital service for a period specified in the hire-purchase agreement, the hirer’s right to a remedy in respect of a lack of conformity with the hire-purchase agreement for which the owner is liable under this section shall apply for the period of 6 years beginning with the relevant time.

(5) Where a hire-purchase agreement for the letting of goods with digital elements provides for a continuous supply of digital content or a digital service for a period specified in the hire-purchase agreement, the hirer’s right to a remedy in respect of a lack of conformity with the hire-purchase agreement for which the owner is liable under this section shall apply for the period of 6 years beginning with the time at which the lack of conformity with the hire-purchase agreement occurs or becomes apparent during the period so specified.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

**123.**In page 120, line 1, to delete “(5) In this section” and substitute “(6) In this section”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

**124.**In page 123, line 15, to delete “and to” and substitute “or”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

[SECTION 150]

125. In page 123, lines 39 and 40, to delete “the following rights”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

126. In page 123, line 42, to delete “and” and substitute “or”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

127. In page 124, line 9, to delete “(1)(c)” and substitute “(1)(b)”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

128. In page 124, line 26, to delete “(1)(d)” and substitute “(1)(c)”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

129. In page 125, line 35, after “exercises” to insert “the right to terminate a hire-purchase agreement under section 73B(3),”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

130. In page 125, line 36, to delete “73I(1)” and substitute “73I(1)(a)”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

131. In page 125, line 37, to delete “the hire-purchase” and substitute “a hire-purchase”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

132. In page 126, between lines 5 and 6, to insert the following:

“(a) the right to terminate a hire-purchase agreement under section 73B(3),”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

133. In page 126, line 6, to delete “the hire-purchase” and substitute “a hire-purchase”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

134. In page 126, line 7, to delete “section 73I(1)” and substitute “section 73I(1)(a)”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

135. In page 127, between lines 4 and 5, to insert the following:

“(b) the exercise of the right to terminate the hire-purchase agreement under section 73B(3),”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

136. In page 127, line 5, after “of” to insert “the”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

137. In page 127, line 6, to delete “section 73I(1)” and substitute “section 73I(1)(a)”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

[SECTION 150]

138. In page 129, line 21, to delete “the following provisions:” and substitute “any of sections 73A to 73H.”

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

139. In page 129, to delete lines 22 to 28.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

140. In page 130, lines 5 and 6, to delete “an alternative dispute resolution procedure within the scope of” and substitute “an ADR procedure within the meaning of”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 152

141. In page 133, between lines 9 and 10, to insert the following:

“(i) by the deletion of paragraphs (k) and (l),”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 158

142. In page 135, after line 37, to insert the following:

**“Amendment of section 66 of Act of 2007 (consumer complaints)”**

158. The Consumer Protection Act 2007 is amended by the insertion of the following after section 66:

“Part 4B

SUBSCRIBER COMPLAINTS HANDLING

**Interpretation and application of Part**

**66C. (1)** In this Part—

‘complaint’—

- (a) means any expression of a subscriber’s dissatisfaction and his or her expectation of a response or resolution, and
- (b) includes any request by a subscriber for information or assistance, made to a trader and arising from difficulties experienced in relation to a service provided by the trader to the subscriber;

‘subscriber’ means a consumer who receives a service from a trader pursuant to a contract where, on payment of a periodic fee, the contract with the trader under which the service is supplied is successively renewed or rolled over, whether the fee is calculated solely by reference to a period of time or by reference to the amount of service received during that period, or by a combination of both; and ‘subscription’ shall be construed accordingly.

- (2) This Part applies to traders who supply a service to subscribers.

**Requirement to establish complaints handling scheme**

**66D.** (1) The Commission may—

- (a) by regulation require traders to which this Part applies to establish a scheme for handling subscriber complaints (in this Part referred to as a ‘scheme’) in relation to the trader’s service or the supply of the service, and
  - (b) prepare and publish guidelines applicable to traders concerning the establishment, form and operation of a scheme.
- (2) Before making regulations or publishing guidelines under this Part, the Commission may prepare draft regulations and draft guidelines and may consult with any person, as the Commission considers appropriate.
- (3) Regulations under this Part may, as respects to schemes, specify different requirements by reference to the class of trader concerned (being a class defined by reference to the commercial sector, the turnover of traders, the number of subscribers to the service or such other matters as the Commission considers appropriate).

**Provisions of complaints handling scheme**

**66E.** Regulations under this Part may—

- (a) require traders to attempt to resolve subscriber complaints and, as appropriate, to provide subscribers with a satisfactory explanation, an apology or some other form of redress,
- (b) require the provision of information to subscribers in relation to the scheme and how it may be availed of, including details of how to contact the trader and specifying minimum requirements in relation to a trader’s response to contacts initiated by post, telephone and electronic communications,
- (c) require procedures under a scheme to comprise specified steps, and require one or more of the steps to be taken or completed within specified periods,
- (d) require traders to notify subscribers of the timescales for each step, and of the trader’s commitments and standards in relation to response times,
- (e) require traders to include a procedure for escalating complaints to a more senior specified person where a subscriber is dissatisfied having completed the first step in the complaints process,
- (f) require traders to provide subscribers with details of how the Commission can assist in resolving complaints which the trader has not resolved to the subscriber’s satisfaction and how the Commission can be contacted, and

[SECTION 157]

- (g) prescribe such other requirements as the Commission considers necessary or expedient for the purpose of enabling complaints to be dealt with or resolved.

**Remedies and penalties**

- 66F.** (1) A trader who is required by regulations under this Part to establish a scheme and who fails to do so is guilty of an offence.
- (2) A trader who establishes a scheme in accordance with regulations under this Part and who persistently fails to comply with the provisions of that scheme is guilty of an offence.
  - (3) For the purposes of Part 5, ‘prohibited act or practice’ includes:
    - (a) the failure by a trader to establish a scheme where he or she is required by regulations under this Part to do so; and
    - (b) the persistent failure by a trader who establishes a scheme in accordance with regulations under this Part to comply with the provisions of that scheme.”.”.

—Seán Sherlock.

SECTION 159

**143.** In page 136, between lines 28 and 29, to insert the following:

- “(c) in relation to a financial service (within the meaning of the Central Bank Act 1942) provided by a trader who is a regulated financial service provider (within the meaning of that Act), a failure or refusal by the trader to provide—
  - (i) a remedy to which a consumer is entitled under section 85(1) or 86(2)(a) of the Act of 2022, or
  - (ii) a reimbursement to which a consumer is entitled under section 90 of the Act of 2022;”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

**144.** In page 136, line 29, to delete “(c) the use” and substitute “(d) the use”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

**145.** In page 136, line 32, to delete “(d) the use” and substitute “(e) the use”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

**146.** In page 136, line 35, to delete “(e) the use” and substitute “(f) the use”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 160

**147.** In page 137, lines 14 and 15, to delete all words from and including “Section” in line 14 down to and including line 15 and substitute the following:

“Section 73 of the Act of 2007 is amended—



[SECTION 160]

(a) by the substitution of the following subsection for subsection (1):

“(1) In this section ‘prohibited act or practice’ does not include:

- (a) a contravention of section 59(2) (respecting weighing facilities in grocery retail);
- (b) a contravention of section 60(1) (respecting preventing the reading of prices);
- (c) in relation to a financial service (within the meaning of the Central Bank Act 1942) provided by a trader who is a regulated financial service provider (within the meaning of that Act), a failure or refusal by the trader to provide—
  - (i) a remedy to which a consumer is entitled under *section 85(1)* or *86(2)(a)* of the Act of 2022, or
  - (ii) a reimbursement to which a consumer is entitled under *section 90* of the Act of 2022.”,

and

(b) by the substitution of the following subsection for subsection (7):”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 162

**148.**In page 137, between lines 31 and 32, to insert the following:

“(a) by the substitution of the following subsection for subsection (1):

“(1) In this section ‘prohibited act or practice’ does not include—

- (a) a contravention of a regulation under section 57 (respecting price display regulations),
- (b) in relation to a financial service (within the meaning of the Central Bank Act 1942) provided by a trader who is a regulated financial service provider (within the meaning of that Act), a failure or refusal by the trader to provide—
  - (i) a remedy to which a consumer is entitled under *section 85(1)* or *86(2)(a)* of the Act of 2022, or
  - (ii) a reimbursement to which a consumer is entitled under *section 90* of the Act of 2022.”,

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 164

**149.**In page 138, between lines 18 and 19, to insert the following:

**“Amendment of section 79 of Act of 2007**

**164.** Section 79 of the Act of 2007 is amended—

[SECTION 164]

- (a) in subsection (1)(a), by the substitution of “a class B fine” for “a fine not exceeding €3,000”, and
- (b) by the insertion of the following subsection after subsection (7):

“(7A) Where a court is determining the sentence to impose on a person convicted of an offence under any of Chapters 1 to 4 of Part 3 or this section, it shall take account, so far as applicable, of the following indicative and non-exhaustive criteria:

- (a) the nature, gravity, scale and duration of the infringement;
- (b) any action taken by the person to mitigate or remedy the damage suffered by consumers;
- (c) any previous infringements of the provisions of any of those Chapters or of this section by the person;
- (d) the financial benefits gained or losses avoided by the person due to the infringement, if the relevant data are available;
- (e) any penalties imposed on the person for the same infringement in other Member States in cross-border cases where information about such penalties is available through the mechanism established by Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017 on cooperation between national authorities responsible for the enforcement of consumer protection laws and repealing Regulation (EC) No. 2006/2004;
- (f) any other aggravating or mitigating factors applicable in the circumstances of the case.”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

*[Acceptance of this amendment involves the deletion of section 164 of the Bill.]*

SECTION 168

**150.**In page 140, to delete line 24 and substitute the following:

“

	the <i>Consumer Rights Act 2022</i>
--	-------------------------------------

”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 169

**151.**In page 141, to delete line 23 and substitute the following:

“

	the <i>Consumer Rights Act 2022</i>
--	-------------------------------------

”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

[SECTION 170]

SECTION 170

152. In page 141, to delete lines 34 and 35 and substitute the following:

“

50.		<i>Consumer Rights Act 2022</i>	<i>Parts 4 and 6</i>
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”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 171

153. In page 142, line 25, to delete “67,”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SECTION 173

154. In page 143, line 11, to delete “instrument” and substitute “instruments”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SCHEDULE 5

155. In page 154, lines 17 and 18, to delete “, 12 (determination of characteristics of subject matter of contract),”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

SCHEDULE 6

156. In page 159, to delete lines 5 to 17 and substitute the following:

“

			“(5) This section shall not apply to a contract to which <i>Parts 2 to 4</i> of the <i>Consumer Rights Act 2022</i> applies.”.
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”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

[SCHEDULE 6]

157. In page 162, to delete lines 15 to 25 and substitute the following:

“

			“8A. Where a court is determining the sentence to impose on a person convicted of an offence under Regulation 7(2), it shall take account, so far as applicable, of the following indicative and non-exhaustive criteria:
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”

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

[SCHEDULE 6]

158. In page 163, to delete lines 11 to 18 and substitute the following:

“

			(e) any penalties imposed on the person for the same infringement in other Member States in cross-border cases where information about such penalties is available through the mechanism established by Regulation (EU) 2017/2394 of the European Parliament and of the Council of 12 December 2017 on cooperation between national authorities responsible for the enforcement of consumer protection laws and repealing Regulation (EC) No. 2006/2004;
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”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

[SCHEDULE 6]

159. In page 163, to delete lines 19 to 26 and substitute the following:

“

			(f) any other aggravating or mitigating factors applicable in the circumstances of the case.”
--	--	--	---

”

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

160. In page 163, to delete lines 28 to 37 and substitute the following:

“

			(a) in column 3 opposite Reference Number 1, by the substitution of “ <i>Part 6 of the Consumer Rights Act 2022</i> ” for “ <i>European Communities (Unfair Terms in Consumer Contracts) Regulations 1995 (S.I. No. 27 of 1995)</i> ”,
			(b) in column 2 opposite Reference Number 3, by the substitution of “ <i>Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC.</i> ” for “ <i>Directive 1999/44/EC of the European Parliament and of the Council of 25 May 1995 on certain aspects of the sale of consumer goods and associated guarantees.</i> ”,

[SCHEDULE 6]

		<p>(c) in column 3 opposite Reference Number 3, by the substitution of “<i>Part 2 of the Consumer Rights Act 2022</i>” for “European Communities (Certain Aspects of the Sale of Consumer Goods and Associated Guarantees) Regulations 2003 (S.I. No. 11 of 2003)”,</p> <p>(d) in column 3 opposite Reference Number 9, by the insertion of the following after “Competition and Consumer Protection Act 2014 (No. 29 of 2014)”: “Communications Regulation Act 2002 (No. 20 of 2002) Central Bank Act 1942 (No. 22 of 1942) Central Bank (Supervision and Enforcement) Act 2013 (No. 26 of 2013)”,</p> <p>(e) in column 4 opposite Reference Number 9, by the insertion of “Commission for Communications Regulation” after “Commission”, and</p>
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—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

[SCHEDULE 6]

161. In page 163, to delete lines 38 to 48 and substitute the following:

“

			(f) in column 3 opposite Reference Number 20, by the substitution of “ <i>Part 5 of the Consumer Rights Act 2022</i> ” for “European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (S.I. No. 484 of 2013)”.
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—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

162. In page 163, after line 48, to insert the following:

“

2.	S.I. No. 555 of 2010	European Communities (Court Orders for the Protection of Consumer Interests) Regulations 2010	The Schedule is amended by the substitution of the following paragraph for paragraph 7:  “7. Directive (EU) 2019/771 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning contracts for the sale of goods, amending Regulation (EU) 2017/2394 and Directive 2009/22/EC, and repealing Directive 1999/44/EC”.
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—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.

TITLE

163. In page 11, line 19, to delete “certain”.

—An Tánaiste agus Aire Fiontar, Trádála agus Fostaíochta.