

**Information on the use of regulatory choices under Directive 2005/29/EC, as amended by Directive (EU) 2019/2161**

**NOTIFICATION BY IRELAND of 6 12 2022**

Article of Directive 2005/29/EC (“UCPD”)	IRELAND - regulatory choice
<p><b>Article 3(5)-(6)</b></p> <p>5. This Directive does not prevent Member States from adopting provisions to protect the legitimate interests of consumers with regard to aggressive or misleading marketing or selling practices in the context of unsolicited visits by a trader to a consumer’s home or excursions organised by a trader with the aim or effect of promoting or selling products to consumers. Such provisions shall be proportionate, non-discriminatory and justified on grounds of consumer protection.</p> <p>6. Member States shall notify the Commission without delay of any national provisions adopted on the basis of paragraph 5 as well as of any subsequent changes. The Commission shall make this</p>	<p>Yes, Ireland used this regulatory choice.</p> <p>113(3) and (8); 114(3); Schedule 4 of <b>Consumer Rights Act 2022</b></p> <p><b>113(3) and (8):</b>            (3) Where a contract referred to in subsection (2) was concluded in the context of an unsolicited visit by a trader to a consumer’s home or an excursion organised by a trader with the aim or effect of promoting or selling to a consumer—            (a) a service,            (b) digital content that is not supplied on a tangible medium,            (c) a digital service, or            (d) water, gas or electricity that is not supplied in a limited volume or set quantity, the cancellation period expires on the expiry of the period of 30 days beginning on the day on which the contract is concluded.            (...)</p> <p>(8) The cancellation period for a sales contract concluded in the context of an unsolicited visit by a trader to a consumer’s home or an excursion organised by a trader with the aim or effect of promoting or selling goods to a consumer expires on the expiry of the period of 30 days beginning on the day on which—            (a) where the contract falls within subsection (5), the consumer acquires physical possession of the last of the goods,            (b) where the contract falls within subsection (6), the consumer acquires physical possession of the last lot or piece of the goods,            (c) where the contract falls within subsection (7), the consumer acquires physical possession of the first of the goods.</p> <p><b>114(3):</b>            (3) In the case of an off-premises contract concluded in the context of an unsolicited visit by a trader to a consumer’s home or an excursion organised by a trader with the aim or effect of promoting or selling to a consumer—            (a) goods,</p>

information easily accessible to consumers and traders on a dedicated website.

- (b) a service,
- (c) digital content that is not supplied on a tangible medium,
- (d) a digital service, or
- (e) water, gas or electricity that is not supplied in a limited volume or set quantity, where the trader provides the consumer with the information on the right to cancel required by clause (m) of Schedule 3 within 12 months of the day on which the cancellation period would, but for this subsection, have expired in accordance with section 113, that cancellation period shall instead expire on the expiry of the period of 30 days beginning on the day on which the consumer receives that information.

#### SCHEDULE 4

#### INFORMATION CONCERNING THE EXERCISE OF THE RIGHT TO CANCEL