



IRELAND
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Country Report

IRELAND

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1.	
Topic:	Consumer Protection
Who:	Director of Consumer Affairs
When:	July 2002
Where:	Ireland
What happened:	The Office of the Director of Consumer Affairs reports that in 2001 it investigated over 1900 complaints and dealt with over 23,000 enquiries in total. Of the 1900 investigations over 19% dealt with misleading advertising, almost 15% dealt with misleading prices and over 23% dealt with price display complaints. No figures have been released as to how many of the investigations resulted in successful prosecutions.
Commission	The fact that 57% of all complaints investigated by the Director concerned the crime of misleading advertising and false prices shows the dangers for advertisers and retailers in not taking proper precautions such as legal advice. The Director has highlighted misleading advertising and pricing as “a priority” for 2002 so advertisers and retailers beware! Perhaps this heralds a change in the low prosecution record.

2.

Topic:	Poster Advertisement
Who:	Advertising Standards Authority of Ireland
When:	September 2002
Where:	Ireland
What happened:	Posters advertising Dublin radio station FM104 (see below) which were displayed at bus shelters and train stations were the subject of complaints to the ASAI. One such poster featured the words “Hit Hot Music” with the letter “S” partially obscured in front of the word “Hit”. Another poster featured the words “King Brilliant Music” with the letter “C” partially obscured in front of the word “King”. Complainants alleged that the format of the words were intended to shock while allowing deniability that there was any foul language used and that the ads were unsuitable for children as they encouraged the belief that such language was in some way acceptable. The advertisers responded that the decision on what word was partially obscured was up to the individual – the posters could read “shocking brilliant music”, “packing brilliant music”, “picking brilliant music” etc etc.
Decision	The complaint was upheld . The ASAI Code of Advertising standards requires that’s ads should contain nothing that is likely to cause grave or widespread offence. Compliance with the Code is based on the standards of taste, decency and propriety generally accepted in Ireland taking into account such factors as the product involved, the media used, the location and context of the ad. It was concluded that the ad had caused widespread offence judging by the number of complaints.

Offensive Poster Advertising in Dublin



3.	
Topic:	Billboard Advertisement
Who:	Advertising Standards Authority of Ireland
When:	August 2002
Where:	Ireland
What happened:	<p>A billboard advertisement (see below) for Ballygowan mineral water which showed a naked woman appearing to lie on top of water underneath which was another woman dressed in sports gear was the subject of a complaint. The ad carried the slogan “The Power of Purity”. Complainants alleged that the ad put women at risk and that the ad exploited the female form in an unacceptable way. The advertisers responded that they had carried out their own research and that the photograph in their view was unlikely to cause widespread offence. They claimed that one woman was a picture of an exhausted athlete while the other conveyed an image of mental and physical peace and relaxation. Reaction, they said, had been overwhelmingly positive.</p>
Comment:	<p>The complaint was upheld. Under the Code advertisers are required not to use offensive or provocative copy or images just to attract attention. They are also required to take into account public sensitivities. The ASAI Complaints Committee did not accept the advertisers’ argument that only an unclothed person could convey an image of peace and relaxation. They said there was no relevance between the naked woman and the product being advertised and as such the ad did not comply with the Code.</p>

Offensive Billboard Advertising in Ireland

The power of purity.


BALLYGOWAN


COCHRANE GROUP

4.	
Topic:	Leaflet Advertisement
Who:	Advertising Standards Authority of Ireland
When:	August 2002
Where:	Ireland
What happened:	<p>A leaflet advertisement distributed by a plumbing company was the subject of an objection. The leaflet was in the form of a letter which stated:</p> <p><i>“due to numerous complaints in your area in relation to the quality of drinking water, we are pleased to announce the introduction of the new “Purflo” water purification system. We will be installing these units in your estate over the coming weeks. Supply and installation of these units will be 150.00 Euro per unit.”</i></p> <p>The complainant challenged this statement as he was concerned that there was a problem with his water which he was unaware of. The alternative was that the leaflet contained false information. The advertisers were a plumbing company specialising in emergency plumbing work which resulted in them visiting a large number of residential areas. They also produce a water purification system “Purflo”. Out of the large percentage of householders that their technicians spoke to on emergency calls people often complained of the taste or visual appearance of their water. The complaints were the customers own opinion and not the result of any information the advertiser might have. In relation to the word “numerous” the advertisers viewed this as meaning “more than three”.</p>
Comment:	The complaint was upheld . The Code on Advertising Standards requires that an advertisement should not mislead and that all claims should be substantiated. Misleading advertising is also restricted by the Consumer Information Act, 1978. The Code also requires that advertisers do not cause fear or distress without good reason. The advertisers had not quantified the number of people making complaints in any one area and as such were unable to substantiate their claim.

5.	
Litigation :	O’Keeffe –v- Ryanair
When:	June 2002
Where:	High Court, Ireland

What happened:	<p>We informed you in June 2002 of the case taken against airline Ryanair by a woman who claimed she had contracted with them for free flights for life. The complainant was told by Ryanair in 1988 that she was their millionth customer and had won unlimited travel for herself and a companion on any Ryanair flight for the rest of her life. Following a lengthy hearing the High Court found that there was a contract between Ryanair and the complainant and that it had been breached by the airline. Ryanair was ordered to pay damages in the sum of £ 66,000 based on an estimate of the value of the lifetime prize. In addition she was awarded £ 1,500 for the treatment she suffered from Ryanair when the “free flights” were initially withdrawn. Ryanair were also ordered to pay the costs which amount to a far greater sum.</p>
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