

Environmental claims become enforceable on 27 September

The prohibitions applying in all circumstances, the practices assessed case by case, and the evidence required

Directive (EU) 2024/825 applies from **27 September 2026**.^[1] Ireland transposed the Directive by S.I. No. 124 of 2026, made on 27 March 2026 and in operation on that date.^[2] No new reporting regime is created. The Directive amends the Consumer Protection Act 2007 and the Consumer Rights Act 2022 so that an environmental claim now falls within consumer law and is enforced by the Competition and Consumer Protection Commission.^[2] ^[3] The Green Claims Directive proposal was withdrawn in 2025. This note addresses the claims provisions. The Directive also revises point-of-sale information on guarantees, durability and repair.

Three propositions on which this note rests

- 1

The subject of regulation is the communication. The Commission states that the Directive “does not regulate the intrinsic characteristics or composition of goods, services, or companies, but focuses exclusively on how these are presented to consumers”.^[4] The Directive therefore operates on commercial communication. The evidence supporting that communication is held within the sustainability function.
- 2

Two distinct tests apply. The practices inserted at section 55(1) of the Consumer Protection Act 2007 are unfair in all circumstances and no assessment of consumer effect is required.^[2] ^[3] The practices inserted at sections 44B and 44C are misleading only where the claim “would be likely to cause the average consumer to make a transactional decision that the average consumer would not otherwise make”.^[2]
- 3

Application is limited to business-to-consumer practices. The Commission states that “the Directive is strictly limited to B2C practices”.^[4] A sustainability statement prepared under the reporting standards is not a commercial practice. The same statement reproduced on a product page, on packaging or in consumer advertising is a commercial practice, and is assessed against the evidence held to support it.

■ PRACTICES PROHIBITED IN ALL CIRCUMSTANCES · SECTION 55(1), CONSUMER PROTECTION ACT 2007

Provision	The practice
55(1)(ia)	A generic claim where recognised excellent environmental performance relevant to it cannot be demonstrated.
55(1)(ib)	An environmental claim as to an entire product or business where it concerns only one aspect or activity.
55(1)(ic)	A claim, based on offsetting , that a product has a neutral, reduced or positive greenhouse gas impact.
55(1)(ka)	Display of a sustainability label with no certification scheme behind it and no public body.
55(1)(pa)	Presentation of a requirement imposed by law on all products in the category as distinctive of the offer.
55(1)(zc)–(zi)	Seven durability, software-update and repair practices, including false durability claims.

No assessment of consumer effect arises in respect of the practices listed above. Each is prohibited in all circumstances, and no materiality threshold applies.

The evidence behind the claim

The Directive prohibits claims, it does not prescribe a substantiation dossier and the proposal that would have required verification of every claim in advance of use was withdrawn. The evidential standard is therefore derived from the prohibitions themselves, with one exception where it is set out in full. Three tests determine whether a claim survives.

The first test — generic claims

A claim is generic where the specification is not provided “in clear and prominent terms on the same medium”. [1] This defines three key compliance routes. The **EU Ecolabel**, a national or regional EN ISO 14024 Type I ecolabelling scheme officially recognised in a Member State, or top environmental performance under other applicable Union law. [1] [4] The Commission identifies the Nordic Swan, Blue Angel, the Austrian Ecolabel and Milieukeur (**Ireland operates no such scheme**). [4] The performance relied upon must be relevant to the claim. [4] The practical course is to provide the specification on the same medium at which point the prohibition does not engage. Brand and product names require the same treatment since a term carrying an environmental association may itself constitute a claim. [4]

The second test — claims as to future performance

This test is set out in full in the legislation and it is the provision to which a sustainability function is most exposed. A claim as to future environmental performance, including a transition to carbon or climate neutrality, is misleading unless it rests on clear, objective, publicly available and verifiable commitments, set out in a detailed and realistic implementation plan containing measurable and time-bound targets and an allocation of resources, and “regularly verified by an independent third party expert whose findings are made available to consumers”. [1] [2] Three artefacts are frequently conflated with that requirement. A validated science-based target, a transition plan prepared under ESRS E1, and assurance obtained over the sustainability statement. The plan itself, the independent verification and the consumer access to the findings remain to be established separately. The Commission accepts a QR code directing consumers to the plan and to the findings and indicates that annual or biennial review would be consistent with the requirement. [4]

The third test — claims resting on offsetting

At product level the prohibition is absolute. A claim that a product has a neutral, reduced or positive impact in terms of greenhouse gas emissions may not rest on offsetting. [1] Such a claim is permissible only where it is based on the actual lifecycle impact within the product’s own value chain and is substantiated by life cycle assessment. [4] Two limits on the prohibition are commonly misread. The prohibition **does not extend to claims based on offsetting at company level**, although those claims remain subject to the remaining provisions of the Act. [4] The prohibition also permits a trader to describe investment in carbon credit projects, where the description is not misleading. [4]

■ THREE QUESTIONS TO BE ANSWERED BEFORE PUBLICATION

Q: Is the specification provided on the same medium as the claim? Where it is not, the claim is generic, and compliance depends on an ecolabel the trader is unlikely to hold.

Q: Does the scope of the claim correspond to the scope of the evidence? A claim as to the business supported only by one product line, or as to a product supported only by its packaging, is prohibited outright.

Q: Can the evidence be produced now bearing a date preceding publication? The test is the evidence held when the claim was made.

■ TREATMENT OF CLAIMS

The claim	Treatment
“Eco-friendly”, with no further specification	Prohibited outright. Generic, with no ecolabel relied upon. Section 55(1)(ia).
“Eco-friendly. Packaging is 90% recycled PET.”	Permitted. The specification is on the same medium, and the evidence is held. [4]
“Climate neutral” product, achieved through credits	Prohibited outright , irrespective of credit quality. Section 55(1)(ic).
“Climate neutral company”, on the same basis	Outside that prohibition , and assessable as a misleading action. [4]
“Net zero by 2040” in consumer advertising	Assessed case by case. Plan, targets, resources, expert and consumer access required.
A sustainability badge designed in-house	Prohibited outright. No certification scheme and no public body. Section 55(1)(ka).



The underlying evidence is generally held within the business. The requirement is that it be filed against the specific claim and dated in advance of publication.

Existing stock and enforcement

The position requires qualification, and that qualification determines the sequence of remediation in the period before 27 September.



Existing stock falls within scope from the application date. Stock “already manufactured, ordered, distributed or placed on retailers’ shelves” before 27 September is within the rules from that date. [4] Ireland has granted no transitional relief whereas Austria has legislated an old-stock provision. [2] On 30 June 2026 the competent authorities of the Consumer Protection Cooperation Network agreed a **Common Understanding** on old stock to which the Commission’s June 2026 Questions and Answers now cross-refers. [4] [5] Its first principle is that compliance is to be pursued without delay. Authorities may sequence enforcement, take account of packaging cycles, stock volumes and shelf life, and accept stickers, point-of-sale correction and the next print run as reasonable steps, recall and destruction are discouraged as disproportionate. [5] The Common Understanding governs the exercise of enforcement discretion and confers no defense.

Claims on websites, in digital marketing and on product pages admit of immediate correction and are the first matter an authority examines. Packaging follows the print cycle. Both require a dated record of the correction made.

■ MATTERS AN ENFORCEMENT AUTHORITY WILL EXAMINE

Matter	The question examined
The claim as presented	The medium on which the claim appeared and whether the specification was clear and prominent on that same medium.
The date of the evidence	The evidence in existence on the date of publication, and whether it can now be produced.
The scope of the claim	Whether the claim extends beyond the evidence to the product as a whole or to the business as a whole.
The sustainability label	Whether the label rests on a certification scheme satisfying the four statutory criteria or is established by a public body. The Commission expects the scheme owner and the verifying body to be separate legal entities. [4]
Claims as to future performance	The transition plan, the targets, the allocation of resources, the independent expert, and the means by which a consumer obtains the findings.
Existing stock	The corrections made, their sequence and their dates. Reasonable and proportionate effort is assessed on the record retained.

■ THE IRISH ENFORCEMENT POSITION

Enforcement rests with the Competition and Consumer Protection Commission (CCPC), which may issue a compliance notice or a fixed payment notice, apply to the court for a prohibition order and prosecute. [7] A trader who engages in a prohibited practice under section 55, or in a misleading practice under sections 43, 44B, 44C or 46, commits an offence. [3] On summary conviction the penalty is a class B fine or six months’ imprisonment, and €5,000 or twelve months on a subsequent conviction. On indictment the penalty is €60,000 or eighteen months, and €100,000 or twenty-four months on a subsequent conviction. [3] Where the same conduct constitutes an intra-EU or widespread infringement, further fines of up to 4 per cent of relevant turnover, or €2 million where turnover information is unavailable, are available under the consumer enforcement cooperation regime [3] [7] as amended by the Consumer Rights Act 2022.

■ SOURCES

1 Directive (EU) 2024/825, OJ L, 2024/825, 6.3.2024. Art 1 (UCPD), Art 2 (CRD), Art 4 (transposition; application 27 Sept 2026), Annex — Annex I points 2a, 4a–4c, 10a, 23d–23j.

2 S.I. No. 124 of 2026, European Union (Empowering Consumers for the Green Transition) Regulations 2026. Made 27 March 2026, in operation 27 September 2026. Regs 3–8 and 9–15.

3 Consumer Protection Act 2007, ss. 43, 44B, 44C, 46, 47, 55 and 79 as amended; Consumer Rights Act 2022, Part 5 and the consumer enforcement cooperation regime.

4 European Commission, Questions & Answers on Directive (EU) 2024/825, Brussels, June 2026. Q4, Q6, Q7, Q10, Q12 and Q18. Preliminary views of Commission services; not binding.

5 Consumer Protection Cooperation Network, Common Understanding on ‘old stock’ situations, 30 June 2026. Non-binding enforcement principles.

6 Commission Implementing Regulation (EU) 2025/1960, 25 September 2025 — harmonised notice and hamonised label.

7 Competition and Consumer Protection Commission, guidance for businesses on the 2026 Regulations.

Status at the date of this note. Directive (EU) 2024/825 is in force and applies from 27 September 2026, and S.I. No. 124 of 2026 comes into operation on the same date. The Commission’s Questions and Answers and the Common Understanding of the Consumer Protection Cooperation Network are not binding, and the Court of Justice of the European Union alone may interpret the Directive authoritatively. This note is general information and does not constitute legal advice. Whether a particular claim complies depends on the manner of its presentation and on the evidence supporting it.