

The complaint

R, a limited company complains about the way that GoCardless Ltd managed a change in pricing structure.

R is represented in its complaint by a director of R, Mr D.

What happened

R had an agreement with GoCardless for it to process the company's card transactions. In 2023, GoCardless decided to change its pricing structure and sent R notice of this by email.

Mr D was unhappy that GoCardless moved R on to the most expensive pricing option. Mr D says he was led to believe that R had no choice but to go along with the change and was not aware that R no longer needed the most expensive option offered by GoCardless. Mr D thought that due to the significant nature of the change in pricing, GoCardless should have asked R to sign a new agreement with approval from a director.

GoCardless didn't uphold the complaint. In summary, it said that it sent R an email towards the end of November 2023 giving more than two months' notice of the changes to its pricing plans. GoCardless said that the email of November 2023 gave R the option to change its pricing plan by completing a pricing change request form by 9 February 2024. GoCardless said that it sent a reminder email to R on 9 January 2024 but didn't receive a reply. As GoCardless didn't think it made a mistake it would not refund any charges incurred.

Our investigator didn't uphold R's complaint. She was satisfied that GoCardless gave R advance notice of the change in line with the terms of its' account. These terms also stated that GoCardless would deem its' customer to have accepted the revised fees if GoCardless didn't hear otherwise within the specified timeframe.

Mr D didn't think our investigator had considered that GoCardless sent the notice of change to an employee rather than a director and that it didn't call or email anyone other than the employee who had no authority to make these kinds of decisions on behalf of R.

GoCardless said that when it notified R of the upcoming changes, it contacted the only active admin user on R's account. GoCardless said that it had no control over who R chose to be the contact admin user. GoCardless pointed out that it would be up to R to decide how it set up its account. GoCardless said that it was not part of its usual process to call customers.

Mr D remains unhappy with the outcome of the investigation. He thinks given the difference in size between GoCardless and R, there should be a greater responsibility on GoCardless to do more before making significant changes to the pricing structure.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I realise that I have summarised R's complaint in less detail than the parties and I've done so using my own words. The rules that govern our service allow me to do so. But this doesn't mean I have not considered everything that both parties have given to me.

The crux of this complaint seems to be, not that GoCardless didn't give R two months' notice in writing of the changes, but rather that it did so via an email addressed to an employee rather than a director. And that before introducing a significant change to pricing terms, GoCardless should have required director approval and a new agreement with R.

I am sorry to disappoint Mr D but I am not upholding R's complaint because I don't consider GoCardless made a mistake or acted unreasonably.

The evidence supplied by GoCardless shows that it sent the relevant notice and reminder to the email address it held on file for R. I appreciate what Mr D says about needing director approval for a change to the fee structure but I don't think it's reasonable to have expected GoCardless to proactively contact R ahead of sending the notification to make sure it would be seen by the correct individual. It would be for R to make sure that GoCardless had the best contact details and to follow up on emails received.

By not responding to the email in time, R was deemed to have accepted the proposed change to the fee structure. This is in line with the terms of R's account with GoCardless. So, I can't see that there was any requirement on GoCardless to ask R to sign a new agreement.

Although Mr D says he felt he had no choice other than to go along with the change in pricing structure, I am satisfied that in its email of November 2023, GoCardless gave R the option to choose a different plan which better suited its' needs. It would have been up to R to notify GoCardless if the proposed plan was not its' preferred option. So, I can't reasonably find that GoCardless misled Mr D or R into believing that they did not have a choice about the new plan.

As our investigator has already told Mr D, it would be for the regulator, the Financial Conduct Authority, to make decisions about the processes that GoCardless uses. But for the reasons outlined above, I don't consider GoCardless made a mistake with the way it treated R. So, I don't require it to refund any additional charges or pay compensation to R.

My final decision

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask R to accept or reject my decision before 4 February 2025.

Gemma Bowen
Ombudsman