

## The complaint

Mr B complains that Barclays Bank UK PLC trading as Tesco Bank hasn't refunded a payment he made using his credit card.

## What happened

In October 2024, Mr B paid for a modelling portfolio and support package for his daughter provided by a photography studio. He paid a £50 deposit to secure a photoshoot with the studio. He says after the photoshoot he was told that their daughter had the potential for a career in modelling and they were offered the opportunity to purchase a modelling package with the studio. This included copies of the photos, an online portfolio with 12 months hosting, a print portfolio and 24 months of support with her aspiring modelling career. Mr B agreed to pay a further £2,950 for this package (a total of £3,000 including the £50 deposit already paid).

Within a few days of the photoshoot Mr B's wife got in contact with the studio to enquire what the next steps were with the modelling support service. Mr B says they had been led to believe the studio would attempt to source modelling work and contracts with modelling agencies although they accepted it wasn't guaranteed any applications would be successful. The studio responded to say that it was for Mr B and his wife to apply for modelling work and agencies as that isn't a service the studio provides. It said it would provide help and support with any questions they might have when applying for various opportunities.

Mr B asked the studio for a refund as the support service was not what had been promised. He said in addition to not attempting to find their daughter modelling work, the studio had also not provided any support with setting up social media profiles and application packs as promised.

The studio didn't think it had misrepresented the services but agreed as a gesture of goodwill to give Mr B a 10% refund. It said it had provided everything it had agreed on the contract and the support service was still available for them to use. Mr B wasn't happy with this response, so he approached Barclays for help in getting a refund.

Barclays considered whether it might have liability under section 75 of the Consumer Credit Act 1974 ("section 75"). However, it concluded that there was insufficient evidence to demonstrate a breach of contract or misrepresentation by the studio. It also considered whether it might be able to obtain a refund by way of a chargeback through the relevant card scheme. But, it said that as the support service was for a continuous two year period a chargeback was likely to fail on the basis that the studio could still provide the services it had agreed to.

I sent Mr B and Barclays my provisional decision on 18 November 2025. I explained why I wasn't planning to uphold the complaint. I said:

*The general effect of section 75 is that if Mr B has a claim for breach of contract or misrepresentation against the studio, he can bring a like claim against Barclays (as the provider of credit). However, there are additional requirements that also need to*

*be satisfied. One of those is that there must be a debtor-creditor-supplier agreement.*

*A debtor-creditor-supplier agreement is the arrangements that need to exist between the relevant parties in order to make a section 75 claim. The formal wording is set out in section 12 of the Consumer Credit Act 1974.*

*In summary, for Mr B to be able to bring a 'like claim' against Barclays under section 75, he has to be able to bring a claim against the photography studio. However, Mr B doesn't appear to be party to any contract with the photography studio. I say this because it is his wife that is solely listed as the customer (and therefore the contracting party) on the contract. It is also Mr B's wife that has signed the contract.*

*Further, it seems Mr B's wife is the one that corresponded with the photography studio in the days and weeks that followed the photoshoot. In her correspondence she refers only to representations that were made to her about the contract.*

*While I accept Mr B paid for the contract, simply funding a transaction doesn't necessarily make him a party to the contract or give him a right to bring a claim under that contract. Given all of this, I don't think Barclays decision to decline a claim under section 75 was unfair or unreasonable, albeit it did so for different reasons.*

*For completeness, even if I'm wrong and it could be argued that Mr B was a contracting party and could therefore bring a like claim against Barclays, I'm not persuaded there is sufficient evidence to demonstrate there has been a breach of contract or misrepresentation in any event. I've set out my reasons why below.*

*The first email Mr B's wife sent to the studio said:*

*"We were advised that we would get ongoing support for 2 years and that we would be signed up to an agent who would give us a call this week to explain what happens next and how to apply to different agencies."*

*The studio then provided brochure with information about applying for modelling jobs and modelling agencies as well as general advice about self-promotion and other related topics. Mr B's wife then emailed the studio again and said:*

*"I am reaching out to clarify the level of support included in the package we discussed. During our recent appointment, we were assured that your team would handle everything for us...However, an email we received seems to suggest that we are required to take on more of the application process ourselves...we are still waiting for a detailed breakdown of what our fee covers...please confirm exactly what support services are included and clarify any misunderstandings about the extent of our assistance."*

*Mr B and his wife have stated throughout their complaint that they were under the impression the studio would apply for jobs and agencies on their daughter's behalf. However, I'm not persuaded these emails demonstrate that to be the case. In the first email Mr B's wife asked for information on how to apply to different agencies, implying she was expecting to make applications herself. And in the follow up email she said she now realised she was expected to "take on **more** of the application process" (my emphasis) suggesting she had always anticipated needing to carry out some work in order to apply for opportunities.*

*Further, the second email suggests Mr B's wife was actually quite unclear as to what the support service would cover. Had she been promised that the studio would carry*

*out everything for them, including all applications for work and agencies and that this was the primary reason for them signing up to the package, I would have expected her to have complained immediately on receipt of the brochure which clearly and explicitly contradicted that understanding. However, she didn't do this and instead sought clarity on what the services covered. I'm therefore not persuaded her actions and comments at the time support her assertions now that the package and services were misrepresented to her.*

*I've not seen anything to suggest the support that the studio has listed in the brochure isn't available to Mr B, his wife or daughter. While Mr B says the studio hasn't provided any support, I've not seen any evidence of them requesting specific assistance from the studio and the studio having refused to provide a service that's been agreed. For these reasons, I'm not satisfied it has been sufficiently demonstrated that there has been a breach of contract or misrepresentation.*

*I'm mindful that there have been several instances of modelling scams which have been publicised. This service has also seen examples of these types of situations. In some ways what Mr B and his wife have described with their dealings with the photography studio do have some similarities with what has been reported (and what we've seen) in these modelling scams. However, just because there are some similarities, it doesn't automatically follow that what Mr B and his family experienced was a scam.*

*There are a number of key differences in the facts of this case that separate it from those where we have previously found the merchant was likely to be operating a scam. Further, Mr B's wife's actions and correspondence with the studio don't sufficiently support that she was given false promises or paid for something she didn't receive. I'm therefore not persuaded that Barclays decision to decline Mr B's section 75 claim and complaint was unfair or unreasonable.*

*Lastly, I've also considered whether Barclays ought to have done more in relation to raising a chargeback through the card scheme. But, as I'm not satisfied there is sufficiently persuasive evidence to demonstrate that the goods and services paid for were either not as described or not received, I don't think a chargeback would have had any reasonable prospect of success. I therefore don't think Barclays acted unfairly in not pursuing a chargeback further.*

Mr B didn't agree. He provided evidence of numerous negative online reviews of the photography studio and evidence that other negative online reviews had been routinely deleted. In summary, he also said:

- He was also present during the negotiations for the contract. They were pressured into signing immediately and not given any time to think about their options.
- They discovered later that it wasn't necessary for children to have professional modelling portfolios. This means all the photographs that were taken and which they purchased are useless and unsuitable. There was a clear misrepresentation.
- The package they purchased does not exist and the support they paid for has never been provided.
- The company has been featured in the media before due to their sales practices and they regularly delete negative online reviews.

## **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.

Having done so I've reached the same outcome I reached in my provisional decision and for the same reasons. However, I'll address the additional points Mr B has made to explain why they don't change my view on what is fair and reasonable in this case.

It doesn't appear that Mr B was a party to the contract with the photography studio, for the reasons I gave in my provisional decision. I've not seen anything to sufficiently persuade me otherwise. This means there was no debtor-creditor-supplier agreement and Barclays could not therefore be held jointly liable under section 75. For that reason, I don't think Barclays acted unfairly in declining the section 75 claim and complaint.

Even if Mr B had been a party to the contract and could hold Barclays jointly liable under section 75, I've not seen anything to persuade me there was a breach of contract or misrepresentation by the photography studio.

I say this because the contemporaneous evidence (the email's Mr B's wife sent to the photography studio), don't support what they now say happened or what they believed they were purchasing. I don't doubt that Mr B and his wife felt under pressure to enter into the contract with the photography studio, nor do I doubt that they feel what they have paid for was not good value for money. However, this isn't enough to demonstrate a breach of contract or misrepresentation.

Mr B says they haven't received the package they paid for and the photographs are not appropriate for a modelling career. While I've taken into account what Mr B has said, he hasn't provided anything persuasive to evidence what he has said in relation to these issues. I accept he has provided copies of several negative online reviews for the photography studio, but these don't demonstrate that there was a misrepresentation or breach of contract in relation to this specific contract. I haven't seen anything that persuasively demonstrates that the photography studio either didn't provide what it agreed to or that how it provided the services and goods could be deemed a breach of contract or misrepresentation. I therefore don't think Barclays has acted unfairly or unreasonably in not providing a refund.

## **My final decision**

For the reasons given above, I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr B to accept or reject my decision before 5 January 2026.

Tero Hiltunen  
**Ombudsman**