

complaint

Miss R complains that Bank of Scotland Plc (trading as Halifax) has declined her claim under section 75 of the Consumer Credit Act 1974 for a refund of a registration fee paid to a dating agency.

background

Miss R joined a dating agency and paid a registration fee. She says she was told at the initial registration meeting that other members would be predominantly young graduates of a similar age to her. But at the only event she attended she says she was the youngest person there and she also complains that the agency's web site only shows younger people and is misleading. She considers that the agency is in breach of consumer law and a breach of contract or misrepresentation has occurred. So she wants her registration fee refunded by Halifax.

Our adjudicator did not recommend that the complaint should be upheld. In summary, he considered that although, in his view, the website pictures show people in an age range of late 20's to early 40's he did not feel that this was representative of the members at events. The website also clearly says that the agency caters for all ages over 25 and the membership Miss R signed up for was for a membership of age 25 plus and offered a number of events each month. He noted that the agency did not offer events for specific age groups. As such he did not conclude a breach of contract or misrepresentation had occurred and that Miss R had a valid claim against Halifax under section 75. But he noted Halifax has credited Miss R with £25 compensation for an element of unsatisfactory service.

Miss R does not agree and maintains that the website pictures are misleading as they do not represent all the age ranges catered for by the agency and if the website words and pictures are at odds that is a misleading offer.

my findings

I have considered all the available evidence and arguments to decide what is fair and reasonable in the circumstances of this complaint.

Overall, I agree with the conclusions reached by our adjudicator for broadly the reasons given.

The pictures on the website are illustrative of events but the age of the members pictured is not specified and is open to individual interpretation by the viewer. But the text on the web site makes quite clear that the agency caters for all ages from 25 and the membership Miss R took out gave her the opportunity to attend a number of monthly events for singles aged over 25. Miss R appears to have only attended one event and formed the view from it that the members were far older than she had been promised or as were illustrated on the website. I consider that it would have been reasonable for her to attend a number of events before forming a view.

Although I recognise Miss R's strength of feeling, I am not persuaded in these circumstances, that she can make a valid claim against the dating agency, or that, if she does, there is any or enough evidence to establish a misrepresentation or breach of contract by it. As such I do not consider she can establish a successful claim against Halifax under section 75.

Consequently, I see no compelling reason to change the outcome in this case and I do not consider it would be fair or reasonable to require Halifax to refund any money to Miss R, or do anything more than it has done already, as she suggests.

My role as an ombudsman is to consider the individual complaint and decide whether something has gone wrong. But a court may take a different view of the situation. Should Miss R not accept my final decision then any rights she may have to take action in the courts against the dating agency and/or Halifax are unaffected and she will be free to pursue her arguments – including those about breaches of consumer legislation, breaches of contract and misrepresentation - in any court action that may arise, if she so wishes.

my final decision

My final decision is that I do not uphold this complaint.

Stephen Cooper
ombudsman