

## **complaint**

Mr B complains that WorldPay (UK) Limited unfairly started to charge him for his merchant facility before he had begun to use it.

## **background**

Mr B signed up for a merchant services facility with WorldPay, so that he could take card payments for his business. He says that the sale representative assured him that no payment would be taken for the facility until he was ready to begin using it.

Mr B says that, contrary to what he had been told, WorldPay started to take charges as soon as the facility was set up. He considers this to be unfair and would like WorldPay to refund the payments that were taken.

WorldPay says that it does not accept Mr B was misadvised about when charges would begin, and so is unwilling to make the refund Mr B has asked for. It had already offered to make a refund of £95.76 based on an account closure date of 7 January 2015, but would not increase that. As things were not resolved, Mr B brought his complaint to this service where an adjudicator investigated it.

From the evidence, the adjudicator concluded that the arrangement fee and minimum monthly service charge were clearly set out in the agreement and that WorldPay had taken sufficient steps to make Mr B aware of how the charges would work.

Overall, the adjudicator did not feel that WorldPay was obliged to do any more to settle Mr B's complaint. Mr B did not agree and said, in summary:

- It is true to say that he had no experience of setting up merchant services facilities. But he knows for certain that he was told that he would not be charged anything until he actually started to use the account.
- At the time, his business was very new and he had not even opened his business bank account. He would not have gone ahead with the facility so soon, if he had not been told that nothing would be payable until he started to use it.
- He asked for a refund less than four weeks after meeting the representative – which he would not have done unless he had been misled about the charges. He had no idea that the facility was going to go live straight away.
- The sales representative talked about a lot about things, mainly not related to business, but did not mention that he would be charged before he started to use the account.

## **my findings**

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

Mr B initially contacted WorldPay to ask about having a merchant facility. He and the sales representative have each provided their individual recollection of what was said at the meeting about charges. The paperwork for the application and agreement supports what the sales representative says she told Mr B, rather than what Mr B says he was told.

I appreciate that Mr B is adamant that he was told he would not have to pay anything at all until he actually started to use the facility, but that is not how facilities of this type work – as soon as the facility is available for use it is charged, because the facility is still being provided whether or not it is actually used. Mr B would not incur any *transaction* charges until he used the facility – but that is a separate matter.

So, for the sales representative to tell Mr B that he would pay nothing at all for the facility until he started to use it would be entirely out of keeping both with the ordinary nature of such facilities and with the paperwork Mr B was given.

I do not doubt Mr B's strength of feeling, but I consider he is mistaken and I find that he was not misadvised about how the charges would work. It follows that I cannot uphold his complaint.

The earlier refund offered by WorldPay is still available – Mr B did not take it up before, because he did not want to settle the complaint. But there seems no reason why that refund cannot now be paid without delay.

### **my final decision**

My final decision is that I do not 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 9 November 2015.

Jane Hingston  
**ombudsman**