

## **complaint**

Mr F complains that Vanquis Bank Limited refuses to refund the cost of concert tickets bought on his credit card. He says he was refused entry to the venue. He wants the cost of the tickets refunded and compensation.

## **background**

Mr F tells us in 2017 he purchased two concert tickets from a company which I'll call "B", a ticket provider, using his Vanquis credit card. He says the cost of each ticket was £65 a total of £130. He says he and his girlfriend were refused entry to the theatre as his girlfriend declined to have her handbag searched. He's also told us the staff at the venue refused entry as the tickets weren't genuine. He says he's since been told that the tickets were valid.

Vanquis issued a final response letter in which it declined Mr F's claim. It said it had not received evidence to support his claim that the tickets were not genuine and/or that he'd been refused entry. It said it had investigated the complaint and the theatre had confirmed that B was a legitimate ticket provider and tickets it provided for the event were valid. It said it was not aware of any complaints on the relevant night about entry being refused on the basis of an invalid ticket.

The adjudicator didn't recommend the complaint should be upheld. She explained that for a claim under Section 75 of the Consumer Credit Act 1974 to be valid certain conditions had to be met. These included the price of a single item had to be over £100. And there had to be either a breach of contract or a misrepresentation. In this case she said the price of a single item was £65 and therefore did not come within the criteria of Section 75. So she wouldn't be asking to Vanquis to do anything.

Mr F said he didn't agree with this view and wanted an ombudsman to make the final decision.

## **my findings**

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

I'm sorry Mr F suffered the annoyance and inconvenience of not gaining entry to a concert he clearly wished to attend. And I can understand his frustration when he was then refused a refund.

As I wasn't present at the time, I can't be sure what took place at the theatre. So where facts are in dispute or evidence is incomplete - as some of it is here - I'm required to make my decision on the balance of probabilities. Put another way I have to decide what *probably* happened.

I accept the evidence of Mr F's testimony that he didn't gain entry to the concert. But there remains a doubt about why this occurred. Mr F has put forward two explanations. In his original complaint to us he said it was because his girlfriend refused to have her handbag searched. But he complained to Vanquis on the basis that entry had been refused as the tickets weren't valid.

In order to fully explain my decision I think it's necessary to deal separately with each part of the chain of events which unfolded. And it's important to note that I'm only dealing with the issue of whether Vanquis is liable. Whilst I will make reference to a third party which was seemingly concerned in the events which occurred - I'm not adjudicating on its actions as it is not a party to this complaint.

Mr F brings his claim under Section 75 of the Consumer Credit Act 1974. Briefly summarised this says a consumer has a like claim against the provider of credit (Vanquis) if there is a breach of contract or misrepresentation by the supplier of the goods or services (B). In reaching my decision I should explain that I don't apply the law directly - but I do take it into account. And relevant law here includes Section 75.

The adjudicator correctly stated that in order for Section 75 to apply the price of a single item had to cost over £100. So whilst the tickets were paid for at the same time the price of each as a single item was only £65 and therefore outside the scope of Section 75. This means that even if B had been in breach of contract - and I don't think it was - Vanquis would not be liable.

The reason I don't think B was in breach of contract is I've seen evidence the theatre has confirmed the tickets were valid. I've no reason to contradict this and based on this evidence this would not have provided a ground for entry to be refused. So by supplying valid tickets B was fulfilling its contractual obligations.

As I've accepted entry was refused this would seem to indicate there must have been another reason. Mr F has suggested two possible reasons and I'll deal with each separately although similar considerations apply.

Mr F said his girlfriend refused to have her handbag searched. I've not seen the conditions of entry to the theatre as it's not a party to this case. But it's nowadays a pretty common condition of entry to many events that a security search is conducted. So a refusal to permit this would no doubt give legitimate grounds to refuse entry. But in any event it wasn't B that was refusing entry but the operators of the theatre.

Similarly, if the additional or alternative reason for refusing entry was the mistaken belief the tickets weren't valid that is seemingly a fault of theatre staff. And so Vanquis wouldn't be liable even if this amounted to a breach of contract as it wasn't committed by B.

So whilst I know it will come as a disappointment to Mr F I'm not going to uphold this complaint. I've reached the same conclusion as the adjudicator that Section 75 would not apply so as to make Vanquis liable. This is because the single item price does not meet the requisite criteria and nor do I think there's been a breach of contract by the supplier of the tickets. So I shan't be asking Vanquis to do anything else.

### **my final decision**

For the reasons given above my final decision is I'm not upholding this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr F to accept or reject my decision before 5 December 2018.

Stephen D. Ross  
**ombudsman**