

[brief cases]

Two cases from our files



A bad move

Removal firm had to pay for damages

Specialist removal firm Cadogan Tate Ltd added to the stress of moving for Christopher Raeburn by failing to take due care when packing his valuable possessions. It then offered just £750 compensation – until court action persuaded it to more than double its offer.

Christopher paid Cadogan more than £22,000 to move and store his belongings, confident that they were in safe hands. After all, the company promised 'a personal service of the highest quality' from trained, careful staff. But Christopher began to have doubts on moving day. Two of the five staff who came to pack his goods seemed far from experienced. They packed his books, including rare items, willy-nilly, with no padding, causing damage. And he had more doubts after the move, when Cadogan sent invoices to the wrong address and then started chasing for non-payment.

But his gravest doubts were reserved for when the crates arrived at his new home and he started unpacking. Cadogan set great store on the way it packed, saying it recognised that 'one of the most important aspects of any move is the packing' and claiming to take particular care of fragile items. So

Christopher was devastated to find that two valuable pieces of pottery were broken and some furniture damaged. Two antique trays had been jammed next to a heavy lamp, without any padding to protect them; a sideboard, bookcase, piano and filing cabinet were also damaged, as were a couple of pictures; and a large mattress had a slash in it.

Christopher felt he hadn't received the high-quality service he'd been led to expect – and paid for. He complained to Cadogan. Cadogan offered him £750 but, in accordance with its contract, it denied responsibility for the breakages as it had not unpacked the goods. Christopher rejected the offer and came to us.

We told Cadogan that it had breached the terms of its contract by not carrying out its service with due care and skill. At Cadogan's request we referred the matter to the British Association of Removers, the trade body for removal firms. As a result, the offer was increased to £900. Christopher was still not satisfied, so we helped him issue a claim in the small claims court.

Before the case was heard, Cadogan offered to settle the claim for £1,750. Christopher accepted.

POINT OF LAW

Under the Supply of Goods and Services Act, suppliers, including removal firms, must use reasonable skill and care when carrying out a service. You can claim compensation for losses caused by their failure to do so.

Holiday hopes are scotched

The Smith family's trip didn't live up to its online image

Stuart Smith's credit card paid up in full when a family holiday in Scotland failed to live up to expectations.

Stuart was impressed with the images of the facilities and accommodation at Caledonian Leisure Park, which he saw on travel agent Discover Scotland's website. He phoned Discover to find out more. He was told the indoor pool wasn't ready but that there was a covered outdoor pool.



Stuart Smith

Happy with this, Stuart booked a week's stay, paying the £670 on his Beneficial credit card.

But reality didn't

match the website.

The rooms were pokey (one didn't even have a wardrobe), fittings were broken and the bathroom was tiny. The playground was under-equipped, the tennis court overgrown – and the covered pool was 'more like a large paddling pool' as far as Stuart was concerned.

Dismayed, the family left at once. Back home, Stuart wrote to Discover and Caledonian to ask for a refund. When both

refused, he came to us.

We told Caledonian it had breached its contract by providing accommodation that was sub-standard and facilities that didn't match the description. And we told Discover that it was guilty of misrepresentation, as Stuart had relied on a statement about the pool that proved to be misleading. We also wrote to Beneficial, which accepted liability and paid in full.

POINT OF LAW

If you sign a contract on the strength of a statement that turns out to be false, you can claim damages. You can also claim damages if a supplier breaches its contract, and, if you've paid by credit card, under the Consumer Credit Act, you can look to the card issuer to recover your losses.

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