**Case studies on Consumer protection**

**Leisure club membership refund**

Which? Legal members Janice and Frank Turner bought a joint annual membership to the De Vere Wotton House Hotel’s leisure club in April 2016 for £1,350 for 12 months. In July, as per the club policy, they froze their membership for a month when they weren’t using it, thereby extending it by one month at no extra cost.

The club’s pool was adult-only, except for very limited hours when children could use it – this was clearly stated in writing. But over Christmas, children were also allowed to use the pool during the adults-only hours. This made it hard for Janice to swim, as she's disabled. The Turners complained, but the management only reinstated two child-free hours per day. It did apologise, though, and said that in future any changes to adult-only hours would be made clear on the club noticeboard, and that staff would be reminded to enforce the policy. Then in January, a child was again swimming outside the set hours.

When Janice raised the issue, the child's mother verbally abused her about her disability. Hotel management appeared to take no action, so the Turners resigned their membership and asked for a refund for the remaining four-and-a-half months. The hotel said they could only have a three-month refund (£337.50), as one had been free and there was no pro-rata refund for the rest of January.

**Our advice**

We advised that the Turners should be refunded on the cost of each day lost (£3.42 a day, so £448.02 over 131 days). We suggested they post a letter by recorded delivery to The Principal Hotel Company (which owns De Vere Hotels), giving a five-working-day deadline to get the remaining refund and threatening small claims court action. The balance was subsequently paid.

**The law**

The hotel is bound by its terms and conditions. The Turners relied on these conditions, one of which was breached (children using the pool). As they had received some benefit from the contract, they were entitled to a pro-rata refund. The fact that one month of the contract was ‘free’ is irrelevant, as their loss must be calculated by the number of days of unused membership – in this case, 131.

**Gold Ring was unwearable**

Can you get your money back if you buy goods abroad and something goes wrong?

Which? Legal member Catherine Ward bought an 18-carat gold emerald ring while on holiday in Colombia, only to find when she got home it had a fault that made it unwearable.

Catherine bought the ring as part of a set costing £1,935, while on a cruise through South America. As she purchased it abroad it seemed it might be difficult to get her money back. Thankfully, our lawyers helped her recover the full cost. The problem was discovered when Catherine got home to England and took the ring to a jeweller to have the emeralds authenticated.

The jeweller found a fault that had caused a chip in one of the emeralds. This meant Catherine couldn’t wear the ring for fear of causing further damage or losing one of the stones.

The jeweller estimated it would cost £1,200 to have the ring remade to prevent the stones from damaging each other.

It would have been difficult to seek a remedy from the seller in Colombia so, as Catherine had bought the ring using a credit card, she asked its issuer, the Co-operative Bank, for help. But Catherine says it refused and suggested she pay for the repairs herself. At this point she came to Which? Legal for help.

**Our advice**

Our lawyers confirmed that even though Catherine had bought the ring in Colombia she could still go to the Co-operative Bank with the claim. We suggested she write to the bank again, this time stating her legal position and requesting it offer remedy as it had to. The Co-operative Bank agreed to pay the repair cost and Catherine got back the remade ring at the end of 2014, a year after her trip to Colombia.

**The law**

Section 75 of the Consumer Credit Act 1974 makes the credit card issuer liable, along with the seller, if there has been a breach of contract or misrepresentation. This applies to goods worth more than £100 and up to £30,000, where you paid at least part of the price on a credit card. The card issuer would be liable to offer a solution to you in such a situation and you could seek either a refund, or a repair or replacement of the item. For any purchases made abroad, your rights would be subject to local law, which would differ from UK laws. But the card issuer would probably consider whether the circumstances amounted to a breach of contract or misrepresentation under UK law.