

## **The complaint**

A company which I'll call 'G' complains that WorldPay (UK) Limited treated them unfairly by applying the wrong fee rate to certain transactions.

The complaint is brought on G's behalf by their director, Mr V.

## **What happened**

G had a merchant services agreement which they took out with WorldPay in 2021.

G told us:

- They were approached by WorldPay to move to their merchant services to it as a provider and were provided with a quote via email from WorldPay's agent for the fees and charges.
- They accepted the agreement and paid the invoices they received. However, after a couple of months, they realised the charges were being applied incorrectly. They approached WorldPay who agreed the rates G was being charged, weren't in line with the quoted rates, and refunded the company with the difference.
- After a further few months, they reviewed their statements again and identified a 'premium transaction charge' ('PTC') which was detailed in a separate part of their statement. The complained to WorldPay who said this charge had been applied in line with the agreement accepted by G. It also said the quote was informal and that if G was unhappy, they could terminate the agreement.
- They thought WorldPay had overcharged them since the start of the contract and should refund the difference in the charges.

WorldPay told us:

- The PTC's that G had challenged had been applied correctly and in line with the application and agreement terms which they had signed and accepted.
- The email provided to G by its representative was informal and only gave an overview of the pricing structure. The application document gave a complete list of all the applicable charges.
- G signed the agreement and said that they had read, reviewed, and accepted the terms within it. The agreement also said that it superseded any other discussions or understanding which may have taken place.
- G had signed a new agreement with it in June 2023 and a list of the charges, including the PTC's, had been provided again at this point.

Our investigator didn't recommend the complaint be upheld. She thought WorldPay had charged G's for their transactions in line with the agreement terms and conditions. She acknowledged that WorldPay had previously made an error and overcharged G, however she was satisfied that the PTC's had been charged in line with the agreement and she didn't agree with Mr V that he shouldn't have needed to read the agreement he'd signed.

### **What I've decided – and why**

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

Having done so, I've decided not to uphold it. I'm sorry to disappoint Mr V, but there's not much more that I can add to what our investigator has already said.

Mr V is unhappy as he believes WorldPay hasn't acted in line with the email quote they were initially provided. It's difficult for me comment on the email G received, as they haven't provided a copy of the email itself and it appears that there is a blank space where certain fees may have been detailed. But I'm satisfied that the email was a summary of applicable charges, not a complete listing of all the charges G may incur.

However, in any event, I've seen that a complete list of charges was provided to G when they applied and accepted the agreement with WorldPay. This was in section six of the agreement that WorldPay have told us G would have had to click through to be able to accept the agreement. I recognise that Mr V says he shouldn't have had to read the agreement terms, but I don't agree. The agreement makes it clear that Mr V should read the document carefully, and that by signing it, Mr V had read and understood the terms within it. So, I think it was reasonable for WorldPay to rely on the agreement that Mr V had signed as binding between WorldPay and G.

G also told us that the premium charges were on a different part of their monthly statement and implied these were unclear, but I don't agree. I've reviewed G's statements and I can see that the 'Premium Charges' total is in the same 'Charges Summary' itemised box as all the other charges which have been applied that month. This is then followed by an itemised breakdown of the number of charges applied under each category, and again this information is available in the same location and format of the other charges. This format has remained consistent since G's first statement. So, I'm satisfied the charges were clearly identifiable.

I recognise that Mr V feels strongly about G's complaint, but based on the evidence I've seen I don't think WorldPay has done anything wrong. So, I won't be asking it to do anything further.

### **My final decision**

My final decision is that I don't uphold this complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask G to accept or reject my decision before 29 March 2024.

Jenny Lomax  
**Ombudsman**