

Dear Sir or Madam

**Consumer Credit Act 1974 Section 75**  
**Consumer Protection from Unfair Trading Regulations 2008 - Part 4A**

This letter relates to the following transaction:

**Credit Card Number:**

**Date of Purchase:**

**Trader's website:**

**Trader's name** (The TRADER):

**Amount paid to credit card:**

*(Goods plus the delivery charge):*

**What this delivery charge dispute is about:**

*[An explanation of what happened and what led to this delivery charge dispute]*

I recently read guidance outlined on [www.deliverylaw.uk](http://www.deliverylaw.uk) which is supported by the UK consumer law authorities which said that if I was misled into entering into a 'contract' or making a 'consumer payment' to a trader for the supply of a product and the misleading information ('prohibited practice') was a significant factor in the my decision to enter into the contract or make the payment then I could have a right of redress against the seller or if I paid for the goods via credit card - against my credit card provider.

Consequently, for the reasons outlined above I hereby make the following claim for redress (a **DISCOUNT**) under Part 4A of the Consumer Protection from Unfair Trading Regulations 2008 and Section 75 of the Consumer Credit Act 1974 in relation to misrepresentations made by the aforementioned TRADER leading to the total payment indicated above (goods plus delivery charge).

I assert that my discount claim meets the conditions set under Regulation 27A of Consumer Protection from Unfair Trading Regulations 2008:

1. By entering into a contract and/or making a consumer payment.
2. This TRADER engaged in a **prohibited practice** which was a misleading **action** under Regulation 5 of the Consumer Protection from Unfair Trading Regulations 2008.
3. The commercial practice(s) highlighted above constitute a misleading action which was both false and deceptive in terms of matters including the price or the manner in which the price is calculated and the existence of a specific price advantage.
4. The prohibited practices and misrepresentations concerning delivery by the TRADER outlined above was a significant factor in my decision to make payment via credit card.

Having considered the situation I hereby wish to apply the following percentage DISCOUNT over the TOTAL Payment including delivery costs (*see overleaf*).

Based on my assessment of the seriousness of the prohibited practice I wish to apply the following discount:

**Percentage applied:**

*25% = minor, 50% = significant, 75% = serious and 100% = very serious. For example if the TOTAL purchase price including delivery was £400 and you consider the prohibited practice was 'significant' then the discount is 50% or £200).*

**Discount requested:**

*(Percentage multiplied by TOTAL payment)*

Please ensure payment is made promptly and I reserve the right to take this matter up with the Financial Ombudsman Service should you fail to deal with these matters satisfactorily.

Yours faithfully

Detail any attachments or other information: