

SOUTH AFRICA / JUDGMENT

Cancellation of wedding due to rain: Supplier not liable to refund (201311211256) [2014] ZACGSO 5 (13 February 2014) [2014] ZACGSO 5

COURT

Consumer Goods and Services Ombud

BEFORE

Bonita Hughes

CASE / FILE NUMBER

201311211256

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Cancellation of wedding

Cancellation of wedding due to rain: Supplier not liable to refund

Complaint ref : 201311211256

Adjudicator : Bonita

Hughes

Date : 13

February 2014

1. Summary of your complaint

Your plans to have garden wedding had to be cancelled due to bad weather. The wedding was held in the chapel so the garden décor were not used.

The supplier refused to give you a full refund and was only prepared to refund 10% for the unused equipment.

You would like to be refunded in full for the décor not used.

2. Summary of the supplier's response

The supplier advised that as per the signed contract one is liable for a cancellation fee in the case of a cancellation. The fee will be determined by the timeframe in which the cancellation occurred.

As the cancellation happened on the day of the event they are not willing to give you a refund but in an attempt to resolve the matter they offered as a gesture of goodwill 10% back of the amount paid.

The supplier advised that you declined the offer and threatened to sue them. They are therefore no longer willing to refund 10% of the amount paid.

3. Assessment

We have considered all the evidence presented by both you and the supplier and advise as follows:

You would like a refund for décor not used on the day of your wedding due to bad weather.

In this regard we would like to refer you to section 17 of the Consumer Protection Act:

A consumer may in spite of any term to the contrary, cancel an advanced order in terms of section 17(2) of the Consumer Protection Act, subject to the imposition of a reasonable charge for cancellation for the order.

In terms of 17(4) the charge will be unreasonable if it exceeds a fair amount in the circumstances, having regard to –

- (a) The nature of the goods or services that were reserved or booked;
- (b) The length of notice of cancellation provided by the consumer;
- (c) The reasonable potential for the service provider, acting diligently, to find an alternative consumer between the time of receiving the cancellation notice and the time of the cancelled reservation; and
- (d) The general practice of the relevant industry.

In this instance you cancelled the outside décor on the day of the event.

We contacted the Federated Hospitality Association of South Africa who confirmed that it is general practice to retain the full amount paid as a cancellation fee if the cancellation occurred on the day of the event.

4.

Conclusion

Taking the above factors into consideration and the signed contract with Star Sound Productions which makes provision for a cancellation fee, we are of opinion that The supplier was not unreasonable by keeping the full amount paid as a cancellation fee.

The supplier was unable due to the short notice to rent out the equipment to anyone else and had to cover the full cost of the items for that day.

There is thus no legal ground upon which we can instruct the supplier to give you a refund.

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ORIGINAL SOURCE <https://www.saflii.org/za/cases/ZACGSO/2014/5.html>

CASE PAGE <https://chat.esheria.ai/case-law/south-africa/cancellation-of-v-wedding-due-unknown-topic-acgso-2014>

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