

# THE CODE COMPLIANCE PANEL OF PHONEPAYPLUS

## TRIBUNAL DECISION

Thursday 22 January 2009 TRIBUNAL SITTING No. 19 / CASE 2

CASE REFERENCE: 750479/CB

Information provider & area:	Red Circle Technologies Limited, Dublin
Service provider & area:	2 Ergo Limited, Lancashire
Type of service:	Mobile Content downloads – Subscription and Non Subscription service
Service title:	Zing
Service number:	84225, 85066, 88066, 87666, 82085
Cost:	Subscription service tariff: £6 - £9 per week, Non-subscription service tariff: £1-£6
Network operator:	All Mobile Operators
Number of complainants:	116

### THIS CASE WAS BROUGHT AGAINST THE INFORMATION PROVIDER UNDER PARAGRAPH 8.7 OF THE CODE

#### BACKGROUND

PhonepayPlus received 116 consumer complaints in respect of service messages received from the 'Zing' mobile content download service. The 'Zing' service was heavily promoted in various media including mainstream magazines, newspapers, websites and mobile phone accessible WAP sites. The service operated with both subscription and non-subscription charging arrangements. Messages received were charged at a rate of £1.50 per message. Weekly subscription and non-subscription charges varied, costing a maximum of £9 per week. The consumer complaints demonstrated a high level of confusion as to the sender of the chargeable SMS messages; consumers also disputed ever having opted-in to the service.

#### The Executive's understanding of how the service operated

The Zing service was branded as 'Zingtones' and 'Txtuk', depending on whether the consumer used the subscription or non-subscription element of the service. A consumer who did not want to enter the subscription service was directed towards the Txtuk.tv web/WAP sites, whereas a consumer wishing to make a purchase and enter into the subscription service, was directed towards the Zingtones.tv branded web/WAP sites.

Both of the websites, www.Zingtones.tv and www.Txtuk.tv, had the same initial lay out and offered the same content. The main difference was the terms and conditions supplied, which were specific to the subscription and non-subscription services offered to the consumer. Further brands of the Zing service were identified by the Executive, one being 'Club 84225' which was used in promotions within the print media.

The Zing subscription service charged up to £6 to join and £3 per week thereafter; this enabled users to download five pieces of content every week as part of the package. The non-subscription element of the service charged at rates of up to £6, depending on the

content requested. Available content includes ringtones, animations, wallpapers, videos and games.

#### The information provider's explanation of how the service operated

The information provider stated that campaigns for the service ran since September 2007.

#### Print Media:

If the print advertisement was subscription based, the consumer subscribed to the service upon the successful sending of a valid mobile originating message ("MO") from their handset. If the advertisement was non-subscription based, the MO was treated as a one off transaction. The consumer would be billed and the content delivered.

#### WAP Site Purchasing:

The information provider explained that WAP sites were not subscription based and consumers would often purchase content directly from the sites, via their mobile phones.

#### Websites:

Consumers who visited the websites were directed to input their mobile number, which triggered the sending of a free text message to their handset. The consumer was required to respond with 'OK', if they wished to subscribe to the service. A subscription was only activated by the receipt of an MO from the consumer.

### **Complaint Investigation**

The Executive conducted the matter as a standard procedure investigation in accordance with paragraph 8.5 of the PhonepayPlus Code Practice 11<sup>th</sup> Edition (amended April 2008). The Executive monitored the service during March and April 2008.

In a letter to the service provider dated 19 May 2008, the Executive made a request for information under paragraph 8.3.3 of the Code, in respect of the Zing service and SMS logs for complainants' mobile numbers. The service provider's response dated 3 June 2008 included a response submitted by the information provider.

In a letter dated 19 June 2008, the Executive made a further request for information, to which the service provider responded on 27 June 2008, again forwarding a response submitted by the information provider.

Further to the service provider's request and upon receipt of the appropriate undertaking forms on 8 July 2008, the Executive proceeded to deal with the information provider directly, under paragraph 8.7 of the Code. In a letter to the information provider dated 21 October 2008, the Executive raised potential breaches of paragraphs 5.4.1a, 5.4.2, 5.7.1, 7.12.4a-f, 7.12.5 and 7.12.6a of the Code.

On 29 October 2008, the information provider requested an extension of time to respond to the breach letter, which the Executive granted until 31 October 2008, and with which the information provider complied.

On 26 June 2008, the service provider notified the Executive that the information provider had decided to migrate its subscription billing traffic to alternative short codes provided by Zamano Limited (by whom it was owned). This was following a complete bar imposed by the service provider, on the services operated by the information provider.

The Tribunal made a decision on the breaches raised by the Executive on 22 January 2008.

## SUBMISSIONS AND CONCLUSIONS

### ALLEGED BREACH ONE

#### MISLEADING (Paragraph 5.4.1a)

*“Services and promotional material must not:*

*a mislead, or be likely to mislead in any way...”*

1. The Executive considered the service misleading for the following reasons:

#### Reason 1

The Executive noted that several print publications including ‘FHM’ and ‘Reveal’ magazine, contained promotional advertisements from the Zing service, which did not display the ‘Zing’ brand. The Executive considered that the promotional material as seen in the advertisements, was presented in a manner which suggested that the items on the page could be ordered and paid for individually, and that the ‘subscription’/club element was an alternative. The only time ‘subscription’ was specifically stated, was at the very bottom of the advertisements, in font so small that it was not prominent enough to defeat the consumer expectation that single purchases could be made.

The Executive noted that each item had its own individual item code. Although this suggested that it was possible to make single purchases, if a user text the item code to the short code, they became subscribed to the service. This was exacerbated by the fact that the words ‘subscribe’ or ‘join the club’ were presented separately on the page, which reinforced the idea that this was distinct from the single items available. The Executive also noted that the advertisements stated the phrase *‘get up to 5 downloads for just 60p each!’* It considered the use of this phrase again had the potential to mislead consumers, as it gave the impression that a single purchase was possible.

During the Executive’s monitoring of the service, it noted that once a consumer opted-in to the service, the SMS messages received and charged for, were from ‘Zing’ and the Zingtones WAP site. The Executive raised concerns that the print advertisements did not reveal the Zing service name and that service/information provider had not been identified in the advertisements. The Executive considered the lack of association between the print media and the messages received by the consumer, further exacerbated the confusion as to the origin of the SMS messages.

#### Reason 2

##### Pricing Inconsistencies

During the Executive’s monitoring of the ‘Zing’ service as promoted in ‘Reveal’ magazine, it noted various pricing inconsistencies. The promotional advertisement in Reveal stated a £3 per week plus an undefined registration fee. Upon sending an item code to the short code, the Executive received a reverse billed SMS from the service, which stated a weekly cost of £1.50. The Executive then accessed the Zing WAP page and found the terms and conditions stated a cost of £3 per week plus a £6 joining fee. The Executive was therefore presented with three different pricing fees for the service and incurred a total cost of £9.22.

##### STOP Inconsistencies

The Executive also noted inconsistencies in respect of 'STOP' instructions. The print advertisement in 'Reveal' magazine advised consumers in the small font at the bottom of the page, to send 'STOP' to 84225. However, when the Executive clicked on the terms and conditions on the Zing WAP page, it stated 'To opt out of further messages text decline to 88066'.

#### Cross Promotion

The Executive opted-in to a subscription service via the 'Reveal' advertisement and was sent six service messages to make up the billing for the £9 cost. One of the messages, was a promotional message in respect of a dating service for another service provider's campaign, which stated:

*'Need excitement? Text FIND to 80371. We guarantee u a hot date within 10 mins or we'll give you £10 cash! 18+ cs08707900325'*

The Executive considered that this had no apparent relevance to the consumer's interest in purchasing ringtones, and could mislead consumers into believing it formed part of their already activated subscription service.

#### Leaving the Service

The Executive cancelled the subscription service by sending the 'STOP' command and immediately received the following free message:

*'Freemsg: Ur subscription service is cancelled, Uve credits left 2 download content! Don't waste them! Txt USE to 84225'.*

The message suggested that by texting 'USE', the consumer would only use remaining credits. However, use of such credits resulted in re-subscription, which was at no point made clear.

2. The information provider stated that since June 2008, the Zing brand had been reintroduced into all of its advertisements underneath the main call to action, in order to ensure continuity between its advertising, text messages and WAP site branding. The brand was removed when it introduced some new templates earlier in the year, which was an oversight and never intended to cause confusion. In order to ensure that consumers fully understood the origin of the messages, the information provider stated that it clearly identified the brand, short code, service provider and customer care number in all customer 'touch points'.

The information provider stated that each piece of content on the page had its own individual content code, so that consumers could order the exact piece of content that they wanted, from the five credits they were given when they subscribed to the service. The information provider emphasised that it was not its intention to mislead consumers about the subscription element of the service; the fact that consumers were joining a club was reiterated in the welcome message. The information provider added that from June 2008, it had redesigned its advertisements in conjunction with compliance advice, to ensure that the subscription element of the service in the main body of the advertisement, was directly beside the main call to action. Additionally it reiterated this information in the footer of the page and in the welcome message received by the consumer. The information provider stated that all of its advertisements stated "Join Zing" or "Join Club 84225" in the main body next to the pricing information, which inferred that the content could only be purchased as part of a subscription. It also stated that there was a weekly cost not associated with one off purchases, and that the absence of individual prices next to each piece of content, also countered the argument that content could be purchased individually.

The information provider explained that its rationale was that for £3 each week, consumers got a five content download package which gave the choice of any five pieces of content from its entire catalogue, each piece having an attached value of £0.60. It was the intention that consumers could attach a value to each piece of content downloaded and that it represented significant value. The information provider removed the reference to '60p' and the remaining text was approved by the Executive and networks.

The information provider amended all advertisements from June 2008, so that all pricing and subscription information on the page was more prominent, which included increasing the font size used in the terms and conditions.

## Reason 2

### Pricing Inconsistencies

The information provider stated that in March 2008, it trialed a new pricing model (£7.50 joining fee, £1.50 week) in four magazines, but unfortunately the service set up behind the new pricing model was not implemented correctly. This trial model was on shelves for less than a month, and appeared in a small percentage of the titles advertised in. The information provider stated that the cost of joining the Zing service remained at £6 and thereafter consumers were charged £3 per week, the text of which was approved by the Executive when the information provider sought compliance advice in June.

The information provider disputed the alleged charge of £9.22 incurred on 10 April 2008. The information provider stated that according to its records, the consumer was billed £7.50 having receiving 5 x £1.50 billed message and one free WAP push message.

### Stop Inconsistencies.

The information provider accepted that the use of one short code in a print advertisement and reference to another on a corresponding WAP site could confuse consumers. It stated that on the WAP site there was a 'STOP' instruction which advised consumers that they could unsubscribe by sending STOP to 84225. The information provider considered that the 'STOP' command was in the most prominent position at the top of the WAP page. It had since amended its WAP site so that there was only one short code referred to, in order to avoid any further confusion. The information provider explained that its systems were set up to recognise the 'Decline' command on 88066 (to remove consumers from the marketing database) and STOP sent to 84225 (which removed consumers from the subscription services). However, this had been amended so that the 'STOP' command achieved both.

### Cross Promotion

The information provider stated that Reveal magazine had an adult readership of 783,000 per issue, with an average age of 23 and who had shown an in virtual dating. The information considered this to be a relevant service and therefore acceptable to cross promote.

### Leaving the Service

After its meeting with the Executive in August 2008, the information provider amended the 'STOP' confirmation message when it became apparent that the Executive felt that the wording was insufficient.

3. The Tribunal considered the evidence and determined that the service had misled consumers. The Tribunal considered the pricing information which suggested that

content could be purchased individually, to be misleading. The Tribunal also considered the pricing inconsistencies, 'STOP' command inconsistencies, cross promotion and the confusing message received upon exiting the service, to be misleading. The Tribunal upheld a breach of paragraph 5.4.1a of the Code.

**Decision: UPHELD**

**ALLEGED BREACH TWO**

**DELAY (Paragraph 5.4.2)**

*"Services must not be unreasonably prolonged or delayed."*

1. The Executive noted that the SMS logs provided by the information provider, showed that one number had been opted in to the service by requesting services advertised in Star Magazine and Pick Me Up magazines, in August or September of 2006. The SMS logs demonstrated that the consumer sent 12 MO messages to short codes 84225 and 88066, between the dates of 27 August 2006 and 4 September 2006; these were then followed by regular MT service billing SMS which were consistent with a subscription service charging £3 per week. The Executive noted that this billing continued until 18 November 2006, at which point the Zing subscription service came to a halt, no 'STOP' MO had been sent by the consumer. The SMS logs provided showed that the Zing service then began billing the consumer again on 19 January 2008.

The Executive considered a delay of 14 months to be an unreasonable length of time. The prolonged delay in the service messages reaching the consumers mobile phone, led to the consumer making a complaint to PhonepayPlus, mistakenly indicating that the messages were unsolicited.

2. The information provider stated that it had reviewed its logs for the mobile number in question, and identified a small segment of its customer base which had not been removed from its database, due to a quarantine update file not running correctly. The information provider commented that it was in the process of refunding all of the customers identified, and that the quarantine file had since been corrected and the issue resolved.
3. The Tribunal considered the evidence and considered there had been unreasonable delay in consumers receiving charged MT billing messages, which the Tribunal considered to be part of the service. The Tribunal also noted the information provider's admission in this regard. The Tribunal upheld a breach of paragraph 5.4.2 of the Code.

**Decision: UPHELD**

**ALLEGED BREACH THREE**

**PRICING INFORMATION (Paragraph 5.7.1)**

*"Service providers must ensure that all users of premium rate services are fully informed, clearly and straightforwardly, of the cost of using a service prior to incurring any charge."*

1. The Executive monitored two separate Zingtones promotions in 'Reveal Magazine' and the 'Sunday Sport Magazine', both called "Club 84225".

Reveal Magazine

The Executive noted that the terms and conditions stated *“This is a subscription service, it will cost £3 per week....initial registration and weekly fee are charged on signing”*. The Executive opted-in to the service and immediately received six messages. The first message received was from 84225 and read as follows:

*‘Welcome to the Zing. Download up to 5 chart tones, games & videos each week for £1.50 per week until u send stop to 84225’*

The Executive noted that the welcome message identified the cost as £1.50 per week, however the advertisement within ‘Reveal Magazine’ stated the cost to be £3 per week plus an undefined registration charge. The Executive then received a WAP push message from ‘Zing’ which provided a ‘Go To’ link to gain access to the Zingtones.tv WAP site, from where content could be downloaded. The Executive monitored and recorded the process, noting that the terms and conditions stated the following:

*‘This is a subscription service, it will cost £3 per week until you send STOP to 84225. Club joining fee is £6’*

The Executive was provided with total of three different pricing methods and incurred costs of £9.22

#### Sunday Sport Magazine

The Executive noted that the terms and conditions stated *“This is a subscription service, it will cost £3 per week....Club registration fee is £4.50”*. The Executive opted-in to the service by sending ‘bare 54257’ to the short code 84225 and received a WAP push SMS which enabled access to the Zingtones WAP site. However, the terms and conditions on the WAP site stated alternative pricing information, namely:

*‘This is a subscription service, it will cost £3 per week until you send STOP to 84225. Club joining fee is £6’*

The Executive incurred a total cost a total of £9.01

2. The information provider reiterated that in March 2008, it trialled a new pricing model (£7.50 joining fee, £1.50 week) in four magazines, but unfortunately the service set up behind the new pricing model was not implemented correctly. This trial model was on shelves for less than a month, and appeared in a small percentage of the titles advertised in. The information provider stated that the cost of joining the Zing service remained at £6 and thereafter consumers were charged £3 per week, the text of which was approved by the Executive when the information provider sought compliance advice in June 2008

The information provider disputed the alleged charge of £9.22 incurred on 10 April 2008. The information provider stated that according to its records the consumer was billed £7.50, having receiving 5 x £1.50 billed message and one free WAP push message.

The information provider reiterated that it had amended all advertisements from June 2008, so that all pricing and subscription information on the page was more prominent, which included increasing the font size used in the terms and conditions.

In order to send out a clear and consistent message, the information provider had adopted one billing model across all advertisements, being a £6 joining fee and £3 weekly charge.

3. The Tribunal considered the evidence and determined that users of the service had not been clearly informed of the cost of the service, prior to incurring a charge. However, the Tribunal considered that this element of the service had already been considered under the upheld breach of paragraph 5.4.1a of the Code. The Tribunal upheld a breach of paragraph 5.7.1, but commented that it would not apply any weight to the breach, when determining the overall severity of the case or when determining appropriate sanctions.

**Decision: UPHELD**

## **ALLEGED BREACH FOUR**

### **SUBSCRIPTION INITIATION (Paragraph 7.12.4a-f)**

*“Users must be sent a free initial subscription message containing the following information before receiving the premium rate service:*

- a name of service,*
- b confirmation that the service is subscription-based,*
- c what the billing period is ... or, if there is no applicable billing period, the frequency of messages being sent*
- d the charges for the service and how they will or can arise,*
- e how to leave the service,*
- f service provider contact details.”*

1. The Executive noted that the SMS logs provided by the information provider demonstrated that of the 40 logs provided, 37 of the mobile phone numbers were sent messages as part of a subscription service, via the short codes 84225, 85066, 82085 and 87666. Three of the logs showed that no subscription initiation messages had been sent to the consumers. Thirty one of the logs showed that chargeable subscription initiation messages were sent to consumers, at a cost of £1.50 per message. On five occasions, the messages were received after receipt of other chargeable service messages.
2. The information provider responded that the chargeable subscription initiation messages were sent in error. It stated that it had not implied that the welcome message was free. The information provider realised its error in June and changed the initial subscription message to a free message, for example:

*‘FREEMSG: U have joined Zing. Download up to 5 tones, games r videos for 3 per week until u send stop to 88770. Help 08452251808. SP Red Circle’*

In respect of the five instances of welcome messages being received after other chargeable services, the information provider offered assurance that all welcome messages left its system prior to other chargeable messages. The information provider considered the latency of delivery due to reasons beyond its control. It acknowledged that the welcome messages should have been sent out on a free bind, but pointed out that the consumers still received all of the necessary regulatory information. As of July 2008, all welcome messages on its system were submitted via a non-premium bind.

The information provider explained that the welcome message was not sent in the three instances, due to a technical set up error within a subsection of its services,



which was isolated to mobile advertising campaigns only. The information provider stated that all mobile advertising was terminated in July 2008 upon discovery of the issue, and had not been reactivated.

3. The Tribunal considered the evidence and noted that the logs supplied by the information provider demonstrated that the necessary initial free subscription messages had either not been sent to consumers, that consumers had been charged £1.50 for receipt, or they were received after other chargeable service messages. The Tribunal also noted the information provider's admission that its message reminder functionality had not been operating properly. The Tribunal upheld a breach of paragraph 7.12.4 of the Code.

**Decision: UPHELD**

## **ALLEGED BREACH FIVE**

### **SUBSCRIPTION REMINDERS (Paragraph 7.12.5)**

*"Once a month, or every time a user has spent £20 if that occurs in less than a month, the information required under paragraph 7.12.4 above must be sent free to subscribers."*

1. The Executive noted that the SMS logs supplied by the information provider, demonstrated that 31 of the 40 complainants had been subscribed to the Zing subscription service. The Executive found 12 instances in the logs whereby the information provider had failed to send the requisite reminder message, either once a month, or upon the user spending £20. The 12 complainants had incurred costs of £22.50, £30, £46.50, £40.50, £58.50, £67.50, £73.50, £75, £78, £82.50, £142.50 and £162 respectively.
2. The information provider responded that the reminder message functionality was not working correctly on its system, and it had been alerted to the problem. The information provider had since reviewed its systems and was happy that the reminder messages were operating in conjunction with the Code. The information provider commented that when it moved to its current service provider, all consumers had received a free message informing them of the short code change, the fact that they were subscribed to the service and the weekly cost incurred.
3. The Tribunal considered the evidence and noted that the message logs supplied by the information provider demonstrated that the information provider had failed to send the appropriate subscription reminder message to consumers, some of whom had incurred substantial charges. The Tribunal upheld a breach of paragraph 7.12.5 of the Code.

**Decision: UPHELD**

## **ALLEGED BREACH SIX**

### **SUBSCRIPTION TERMINATION (Paragraph 7.12.6a-b)**

*"a After a user has sent a 'STOP' command to a service, the service provider must make no further charge for messages."*

1. The Executive monitored a Zing service promoted in the Sunday Sport magazine, on 22 April 2008. Upon sending the keyword 'bare 54257' to the short code 84225 in order to initiate a subscription service, the Executive received a WAP push message to a menu offering several different services, including ringtones and wallpapers. The

Executive then received a further five messages from the Zing service on the 84225 short code, before sending the 'STOP' command at 12:18pm on 22 April 2008. At 12:57pm that same day, the Executive received the following message which confirmed the cancellation of the service from short code 84225:

*'Freemsg: Ur subscription service is cancelled. Uve credits left 2 download content! Don't waste them! Txt USE to 84225'*

After initially signing up to the subscription service the messages detailed above and data download had cost the Executive a total of £9.01.

On 23 April 2008 the Executive noted 11 billed messages from the Zing service from the short code 88066 on mobile phone number 07528880509, it appeared these messages had been received over night from the short code 88066, which costing a total of £9. The Executive did not enter the WAP page or download any products from the service messages. The Executive sent 'STOP' to the service at 11:27am and received a message which stated 'you are not subscribed' at 11:28am from the short code 88066. On 24 April 2008 the Executive added more credit to the monitoring phone and received six more reverse billed messages from the same short code 88066. Messages had been received even though the Executive had clearly been told that it was not subscribed. The total cost for the new messages were £9.15.

The Executive had concerns that the short code 88066 operated as a short code for the Zing non-subscription service. It appeared from the Executive's monitoring that the 'STOP' function had not worked to end the service offered or on alternative short codes in this case.

2. The information provider stated that it did not accept the alleged breach of paragraph 7.12.6a of the Code, and believed all charges to the monitoring mobile phone to be legitimate. It also believed that the 'STOP' command was working correctly. Furthermore, the information provided in the breach letter did not match its records, and it considered the testing records had been recorded incorrectly. The information provider checked its records for the transaction details for the test mobile and was unable to find any record for a MO for BARE 54257, or any transactions on the BARE advertisement code with that mobile number in April. However, the information provider did have record of an MO from the test mobile on 3 April, which related to an order for Reveal Magazine. On 3 April that consumer ordered a wallpaper from Reveal Magazine and received five billed messages and one free WAP push message. The consumer sent STOP and received a free confirmation message. The charge incurred was £7.50, not £9.22 as detailed in the breach letter. The STOP command worked correctly and removed the consumer from the subscription. On 22 April 2008, the consumer made five purchases from the Zingtones WAP site and downloaded four videos and one wallpaper. The information provider's logs contradicted the Executive's assertion that it had not entered a WAP site. On 23 April 2008, six billed messages were received which related to non-subscription purchases made from the WAP site the previous day.

On 23 April 2008, the 'STOP' command was received and confirmation sent in return. The 'STOP' message text detailed in the breach letter did not match its records which again, lead the information provider to believe that the testing records were inaccurate. On 24 April 2008, six billed messages were received which related to the purchases made on 22 April, but were delayed due to lack of credit on the phone. The messages were not part of a subscription charge but related to one off purchases. On 24 April 2008, the STOP command was received and a free

confirmation message sent in return. No subscription messages were sent to the consumer since 3 April 2008.

In response to concerns raised about acceptance of the 'STOP' command across all short codes for all services, the information provider stated that had the Executive been subscribed to any Red Circle subscription service on any short code (which it was not), the 'STOP' command would have functioned.

3. The Tribunal considered the evidence and found, on the balance of probabilities, that there was no evidence of the 'STOP' command failing to function. The Tribunal did not uphold a breach of paragraph 7.12.6a of the Code.

### **Decision: NOT UPHELD**

### **SANCTIONS**

The Tribunal's initial assessment was that, overall, the breaches taken together were **significant**.

In determining the sanctions appropriate for the case the Tribunal took into account the following aggravating factors:

- There was material consumer harm; 116 complaints;
- The cost paid by individual consumers was high; some consumers received large bills which built up at a rate of £6 per week;
- Non-compliant subscription services have been singled out for criticism by PhonepayPlus; and
- The service was harmful to children; complaints included those from parents whose children (as young as 10 years old) had subscribed to the service.

In mitigation, the Tribunal noted the following factors:

- The information provider cooperated with the Executive when notified of the breaches; and
- The information provider stated that it had issued refunds to consumers who received delayed service messages.

Taking into account the aggravating and mitigating factors, the Tribunal concluded that the seriousness of the case should be regarded overall as **significant**.

The Tribunal therefore decided to impose the following sanctions:

- A formal reprimand;
- A £50,000 fine.
- The Tribunal ordered the information provider to seek compliance advice in respect this category of service and similar categories of services, within 2 weeks from the receipt of the summary decision, such advice to be implemented within 2 weeks of receipt.
- The Tribunal also ordered that claims for refunds are to be paid by the information provider for the full amount spent by complainants, except where there is good cause to believe that such claims are not valid.