



MALTA

CCT/239/14/S

Annika Vaisanen

Vs

Jason Formston in business as Jason Transport and Sullivan Shipping Agencies  
Limited

Today <sup>27th</sup> of October, 2016.

The Tribunal,

Took cognizance of the request by Annika Vaisanen filed on the 2nd of December, 2014 and the reply filed on the 19<sup>th</sup> of December, 2014 of Sullivan Shipping Agencies Limited and the reply filed by Jason Formston on the 28<sup>th</sup> of January, 2015;

Examined the presented documents and heard all the parties;

Considered

That plaintiff is suing defendants for *inter alia* breach of contract after she instructed Jason Formston to deliver goods to a United Kingdom address;

That defendant company Sullivan Shipping Agencies Limited has submitted as a preliminary plea that this Tribunal lacks competence to hear this case as the amount requested by plaintiff exceeds the 3500 euros limit of claims that can be heard by this Tribunal;

That such a preliminary plea is being rejected as a look at plaintiff's claim shows that she waived the excess over 3500 euros;

That from the evidence tendered before this Tribunal, no juridical relationship was developed between plaintiff and Sullivan Shipping Agencies Limited. No order was done by plaintiff to Sullivan Shipping Agencies Limited and this has been confirmed in this case. In fact Jason Formston contracted the defendant company;

That it seems that the issue between the parties arose once plaintiff was not given a clear list of the mover's responsibilities and obligations. In fact no clear contract was signed between both parties;

That plaintiff alleged that the price was changed a number of times. Although this should have been clear from the outset, plaintiff agreed to pay whatever was asked of her and all payments settled as per receipt dated 22<sup>nd</sup> of October, 2014. Any price changes should be communicated to the consumer in ample time to seek other quotations whilst consent on the part of the consumer needs to be expressly given. On the other hand defendants brought evidence in that prices changed as the volume of things to be delivered, increased;

That it would have been better if plaintiff had insisted on a detailed quotation and what this related to;

That there are conflicting versions of events and in the opinion of this Tribunal, plaintiff did not manage to prove her allegations and once the dimensions of the actual cargo changed from the original quote, then the price changed as well<sup>1</sup>. Furthermore plaintiff herself changed the date of shipment;

<sup>1</sup> Vide Dok SS03 filed on the 6<sup>th</sup> of November, 2015.

TRIBUNAL GHAL TALBIET  
TAL-KONSUMATUR



CONSUMER CLAIMS  
TRIBUNAL

MALTA

That from the evidence given by Ian Sullivan, a lot of details emanate that clarify certain objections put forward by plaintiff including the estimated time of delivery of goods and the agreed terms of delivery limited to the door of plaintiff's UK address;

Consequently for the abovementioned reasons and in the circumstances of this case and after examining Chapter 378 of the Laws of Malta, this Tribunal Decides to Reject plaintiff's claims and Accedes to the pleas submitted by defendants as aforesaid. Each party is to bear its own expenses of these procedures.

A handwritten signature in blue ink, appearing to be 'Richard Sladden Av.', written over a horizontal line.

Richard Sladden Av.  
Arbiter