



Fit-Tribunal tal-Konsumatur

Dorothy & Stephen Medlock

vs

Top 3 Travel Limited

223/21/MS

22nd March 2023

The Tribunal

Having seen the plaintiffs' claim dated 31 December 2021, requesting the sum of six hundred and eighty nine euro (€689.00) being half the cost of a cruise which they booked with defendant company, which cruise was not to their satisfaction given that the boat was in a very bad state of repair.

Having seen the reply filed by defendant company on the 6 June 2022 disputing the claim and denying any liability;

Having heard the evidence tendered under oath and seen the acts of the case;

Considers

That plaintiffs booked a cruise in the Greek islands with Top 3 Travel Limited for the period 11th September - 18 September 2021 and paid €1,378 for two people. They contend that the boat was nothing like the video that was advertised. It was dirty, in a bad state of repair and in need of refurbishing - in particular there was water leakage from the cabin roof, the cabin window. There was no curtain on the rear window. The AC did not work and they had to leave the port hole open all night; there was a bad smell in the cabin, including stained mattresses, rust and mould; the shower was also not up to scratch and it was very hard to flush the toilet; and the captain was arrogant on arrival. They were even woken up at 3am by water leaking into the cabin and the following night they were put up in a hotel on the pretext that storms were getting worse. However, they contend that it was just an excuse for them to carry out repairs to the



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roof. The WIFI was bad and they were to offered any excursion as shown in the video. There was no bar as advertised in the video and the bar area was a small fridge on deck.

That Marisa Caruana testified on behalf of defendant company. She explained that she is a professional travel consultant and has been in the business for the last forty years. She maintained that the plaintiffs requested a quote for a cruise in the Greek Isles and she sent various quotes and also carried out a few zoom calls, given that this was during the pandemic. Defendant explained that the company are agents and work on a commission basis and did not advertise the cruise themselves. She also said that when she was contacted by plaintiff about the water seepage, she immediately reported it to Sail in Greece, who claimed that they had experienced bad weather and had tackled the issue by shifting the plaintiffs to a hotel for the night. Caruana also spoke to Sail in Greece after the trip who offered plaintiffs a 500 Euro voucher which could also be transferred to third parties. When this was not accepted, they offered plaintiffs 350 Euro on the understanding that they would keep the voucher for themselves. Caruana also contends that the cruise was a relatively cheap one and they were paying €689.00 each for a weeks' cruise that included food.

Considers

That plaintiffs are requesting the sum of 689.00, being half the amount they paid for a sailing trip in the Greek Isles, which was booked through defendant company. That defendant company are disputing the claim on the pretext that they were solely the agents and worked on a commission basis.

That although it is an unfortunate situation for defendant company, who may not have advertised this particular cruise themselves, the fact remains that they were agents operating for and on behalf of the UK company. The plaintiffs booked the cruise through Top 3 Travel Limited and paid defendant company and plaintiffs have no contractual relationship with the UK company. In fact, the Tribunal also notes that the defendant company tried its best to help the plaintiffs and even offered a refund of €350.00.

While the Tribunal agrees that the sailing boat left much to be desired and that the plaintiffs are entitled to a refund, in the circumstances the sum of €689.00 - which is half the amount of the entire week, including food) is excessive. The Tribunal is liquidating the refund, arbitrio bono viri, in the amount of €400.00.



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For these reasons, the Tribunal partially accedes to plaintiffs' claim and orders defendant company to pay them the sum of four hundred euro (€400.00). With costs that are to be borne by defendant company.

A handwritten signature in blue ink, appearing to read 'M. Spiteri'.

Michela Spiteri LL.D.

Arbitru