

The Exchange of 18 Emails between Barry and Margaret Williamson (motorhomers seeking storage) and Brian Dixon (owner of Greenmount Storage, PR4 1TU) between 15 December 2023 and 5 February 2024.

These 5,051 words led to no resolution of the dispute over £144 retained by Brian Dixon (acting as a Director of Bremholdings Ltd), which is 36% of the £400 paid in advance for 12 months' storage. When the storage deal fell through, with no legal CaSSOA contract in operation, there should have been a full refund. These emails followed because the company has no formal Complaints Procedure of any kind.

15 December 2023

From Barry and Margaret Williamson to Brian Dixon

Many thanks for a very productive meeting yesterday afternoon. We have just transferred £445 to your account and look forward to bringing our motorhome along in early January. We will check an appropriate date and time with you before setting out. Thereafter we have been Schengened (that's a swear word) until the 12th of February at the earliest!

15 December 2023

From Brian Dixon to Barry and Margaret Williamson

It was my pleasure meeting and talking to you both.
Thank you for your recent payment of £445 which is acknowledged.
Welcome to Greenmount as valued customers.
I've completed your security access details today and they are now available for you to pick up on your arrival which you will inform me about.

3 January 2024

From Barry and Margaret Williamson to Brian Dixon

At last we have a date for bringing our motorhome into the safety and security of your dedicated storage. It is next Sunday at around 11 am in the morning. Please let us know if this OK or suggest an alternative time, preferably on the same day. A Sunday makes it much safer for us to cycle back to Thornton Cleveleys and the forecast is dry!

3 January 2024

From Brian Dixon to Barry and Margaret Williamson

That's good news. Yes Sunday at 11am is fine.

6 January 2024

From Barry and Margaret Williamson to Brian Dixon

Due to a change of plan, we can't bring the motorhome to your storage tomorrow morning after all. We will let you know a new time next week as soon as possible.

15 January 2024

From Barry and Margaret Williamson to Brian Dixon

Our personal circumstances have changed to the extent that we are unable to commence the contract that you offered us when we met before Christmas. We apologise for the delay in letting you know but we have only just reached a stage of certainty.

For the return of the payment of £445, made in anticipation of starting the contract, please use the following HSBC account.

15 January 2024

From Brian Dixon to Barry and Margaret Williamson

That's sad news. Unfortunately I cannot refund the full £445 for the following reasons.

1. I've held a place for you since you visited on the 15th December 2023. As you were aware the storage is full. I've turned many customers away for whom I could have given storage to. This has amounted to lost business income.

2. The terms of your contract require that you give me two months notice of your intention to leave. This provides me with an opportunity to replace customers in a business like fashion. That notice was given today.

3. The bar code that I have coded into the system cannot be replaced as it's unique to you and your motorhome. It's now rendered useless.

3. Administrative costs have been incurred in personal time, bank and contract charges which in due course are recovered, but not in your case. I pay in bank charges for you to pay me and me to pay you.

4. I can refund your fob deposit as that can be reused.

5. Under normal circumstances refunds are not given on storage once a contract has been signed. I make this refund as a gesture of goodwill.

Your refund is detailed as follows-

Storage form 15.12.24 to 15.01.24	£33
Two months storage in lieu of the notice period	£66
Barcode cost	£10
Administrative costs	£35
Total cost.	£144
Less refundable fob deposit	£35
Total	£109
You paid £445	
Less non recoverable expenses/fees/	£109
Total refund	£336

I will refund this money into your account in due course.

15 January 2024

From Barry and Margaret Williamson to Brian Dixon

Of course we do not accept this and we will spend some of our expensive time preparing a detailed response. Any payment that you do make we will regard as interim.

16 January 2024

From Barry and Margaret Williamson to Brian Dixon

This analysis begins with the contract. It is regrettable that it is being invoked in order to justify (and perhaps even claim to legalise) the appropriation of a quarter of the money we gave you for 12 months' storage for our motorhome. It would become a serious matter for you if the contract does not provide that legitimacy after taking, or threatening to take, a considerable sum of money from us.

The following points arise.

1. Margaret completed what she could of the required information in the lengthy contract you gave her to fill in on the spot. She explained to you that some information could not be known (eg the start and end dates of the contract), some things she didn't know and other information was not known with accuracy. You simply said, in effect, just sign it and leave it with me.
2. We were working OUTSIDE on a cold rainy December afternoon, with no time to read the contract's many pages and paragraphs. Nor was there an opportunity to discuss with you any of the matters that might have arisen from that reading. It was cold and all three of us wanted to get inside, though we were not invited into your office. Full payment was demanded to secure the place, rather than a simple deposit. These conditions in themselves may be regarded as unfair pressure and thereby render the contract invalid.
3. We were not given a copy of the contract at the time, nor sent a copy later.
4. Margaret is sure that the contract did not cover any matters that applied PRIOR to the terms of contract coming into effect, including booking conditions, deposits, time limits, penalties, etc.
5. There is the ancillary matter of why all that personal data is necessary in order to park a vehicle in a field. How is that data stored? How secure is it? Who has access to it and on what grounds? Could it be shared with a third party?
6. We are very accustomed to making bookings for future services – campsites, hotels, ferries, flights, car and motorhome servicing, holidays, property maintenance, etc. In every single case we know in advance what the booking conditions are. They vary widely, but we are aware of and agree to them before entering into a contract. Some require payment in full or a deposit in advance (along with the terms under which that might be kept or returned). Some offer a slightly higher overall cost that includes the option to amend or cancel the booking without penalty. Where trust operates (as it does throughout mainland Europe's plethora of campsites), no fee or deposit is needed in advance and payment is made at the end of the stay.
7. Had we known that you could claim a quarter of our storage fee plus substantial administrative costs on the basis you describe, then we would not have signed the contract. But there had been no mention of penalties.
8. Your business model is quite unrealistic and would lead to a collapse of the leisure and other customer-based industries. Aiming to have every pitch occupied on every day of the year is, to put it mildly, absurd. All the parallel businesses we list above work on a percentage occupancy rate that returns an adequate profit but leaves some flexibility for customers, including cancellations and last-minute bookings. If shops followed your example, their shelves would be empty and there would be queues outside waiting for the next delivery, a situation we saw when cycling behind the Iron Curtain. The essence of

business in a capitalist society is that you hold commodities or services ready for sale to any customer able to purchase.

9. In practice you are exploiting a very local monopoly in an unregulated sector, where demand outstrips supply. You say you have turned people away, meaning the only other space we saw is now occupied. No doubt you have a waiting list and the pitch allocated to us will be promptly filled, giving you 100% occupancy. It seems we are victims of greed rather than goodwill.

There are many more areas to explore and we are writing at length because this episode illustrates what can happen in an unregulated sector of the leisure market, where landowners (the key players) become a law unto themselves. There is the basis here for a good article, a place on our website and elsewhere and a good briefing for our solicitor, should it come to that.

So, please let us have a copy of that contract and the pages that Margaret partially completed and signed. Not least, we need to see if any data was added to the contract AFTER she had signed it. And then we can begin to make progress

PS May we offer a helpful suggestion, which in the present circumstances could legitimise your quest for compensation. Return our money in full and then use the small claims court to retrieve the amount you say we owe you. Make your spurious claims for legitimacy to a legal entity, not to a couple whose combined age exceeds one and a half centuries by a decade!

17 January 2024

From Brian Dixon to Barry Williamson

Your individual contract was shedded when you informed me of your intention not to continue with your storage. This is my statutory duty as per privacy regulations.

My system holds no data on or about you. It's therefore impossible to share it with third parties as it doesn't exist.

I do however have the same email trail as yourselves. I gave you considerable time, courtesy and prompt attention to try to meet your storage requirements.

This is included in my administrative costs. Should you have proceeded, these would have been negated.

These emails are held within an encrypted system.

The privacy notice is on our website as per ICO regulations for which we are registered.

You visited and signed the contract on 15th December 2023 which is agreed. This is the date the contract began.

You faced no pressure to either sign or pay. You were entirely free to walk away.

The pressure was yours as you were keen to secure storage in a competitive market. You had free choice to do as you wished.

You sat in your car to compete, scrutinise and sign the contract .

You could have taken as much time as you needed. I asked you if you had any questions, which you did and I answered.

I naturally presumed that you would proceed with storage as you signed the contract and paid the full amount asked for the services promised. I assumed you were committed to taking up your storage space.

There was no call or request from you to explain anything else, nor was there a need on my part to explain anything else. I presumed you would be a customer.

Since there is no dispute about signing the contract you can access the storage contract on our website. I have however attached it for your information as requested.

It's the contract that we have to use for our accreditation. It's costly to provide every customer with a contract when it can be accessed online. In these digital times this is commonplace.

Thank you for your time advising me how to operate my business. I will consider all your ideas in future business activities.

I consider all charges to be fair and relevant.

22 January 2024

From Barry and Margaret Williamson to Brian Dixon

Thank you for your email of 17 January, copied below. Our response (see attached first Draft) is written in a narrative style addressing any potential readers, whether individuals or organisations. Prepared for one of our websites, it will include a chronological account of events from our meeting on 14 December 2023 to date. The CaSSOA contract and all the emails we have exchanged will be contained within our website, giving users easy and secure access to them. The report will be illustrated with images of your field and its contents, as well as scans of both sides of the scrap of paper that you gave us when we visited. It clearly defines how and when the contract would begin – and not on 15 December as you claim (see scan below). We actually 'visited' on 14 December and, to be clear and as we have noted elsewhere, it was Margaret who signed the incomplete contract. She is not the owner, nor has she legal title to the vehicle.

A single link to our article will enable us to communicate the story directly to interested parties including social and other media, relevant websites used by caravanners and motorhomers, reviews (we both have a good record in this sphere), CaSSOA, Trading Standards, our solicitor and, not least other directors of your company who may not be aware of what is happening. Your latest email with its false claims is a useful contribution to that story as it unfolds; who knows how it may end?

In our article you are identified only as a director of the recently formed company Bremholdings Ltd. As the person with significant control, you should now act in the interests and reputation of the company and "not act in the interests of any other parties including shareholders. Even sole director/shareholder companies must consider the implications by not putting their own interests above those of the company." (Companies Act 2006).

Sadly, we erred in thinking that we had met someone we could work with. In your email of 15 December, the day after our first and only visit, you wrote: "It was my pleasure meeting and talking to you both. Welcome to Greenmount as valued customers." This reflected our reputation as independent long-term, long-distance European and round-the-world travellers by motorhome and bicycle.

We'll let you know when the article is published on the website. In its final form it will be under headings and in chronological order.

MR + MRS Williamson

Customer Name: -

6/12-month Price: -

Fob deposit: -

Total

Trading Name: - Bremholdings Ltd

Bank Sort Code: - 05-02-00

Account Number: - 29941283

Please include your full name and plot number. -53

E.Mail:- greenmountcaravanstorage@gmail.com

* quote: -www.cassoa.co.uk/insurance *

Undated, but given to us on 14 December 2023, we took this scrap of paper (measuring 4 inches by 4 inches) to be an invoice.

Your contract will
begin on the day that
you bring your m/home
Thanks
Brian Dixon

Please contact me with
your arrival time/date.

Undated, but given to us on 14 December 2023, we took this note scribbled on the reverse of the invoice to be a statement from Brian that the equally undated contract would begin when we brought in the motorhome - which we never did.

Unknown at the time, Margaret added the surname Dixon later.

22 January 2024

From Barry and Margaret Williamson to Brian Dixon

We have now exhausted what would normally be the first stage of a complaints procedure, which is to negotiate with the person who is the subject of the complaint. Since you don't have a complaints procedure, there is no formal second stage of independent resolution (we are used to dealing with Ombudsmen). Given this, as our second stage we are writing up our complaint ready to publish on one of our websites for consideration by third parties.

The complaint will include a chronological account of events from our meeting on 14 December 2023 to date. The CaSSOA contract and all the emails we have exchanged will be contained within the complaint, giving users easy and secure access to them. The complaint will be illustrated with images of your storage field and its contents, as well as scans of both sides of the scrap of paper you gave us when we visited (see copy below). Inter alia, your written words clearly define how and when the contract would begin – and not on 15 December as you claim. We actually visited you on 14 December and, to be clear and as we have noted elsewhere, it was Margaret who signed an incomplete contract. She is not the owner, nor has she legal title to the vehicle.

All this and much more will be made clear in the published complaint.

With a single link to our website, we can inform a wide range of interested parties of the complaint, including social and other media, relevant websites used by caravanners and motorhomers, reviews (we both have a good record in this sphere), CaSSOA, Trading Standards, our solicitor and, not least, other directors of your company who may not be aware of what is happening. Your latest email with its spurious claim that "You visited and signed the contract on 15th December 2023 which is agreed. This is the date the contract began" is wrong on both counts – date of meeting and date of contract. This is a useful contribution to our complaint as it unfolds. Who knows how it may end.

In our complaint you are identified only as the director of the recently formed company Bremholdings Ltd. As the person with significant control, you should now act in the interests and reputation of the company and "not act in the interests of any other parties including shareholders. Even sole director/shareholder companies must consider the implications by not putting their own interests above those of the company." (Companies Act 2006).

Sadly, we erred in thinking that we had met someone we could work with. In your email of 15 December, the day after our first and only visit, you wrote: "It was my pleasure meeting and talking to you both. Welcome to Greenmount as valued customers." This reflected our reputation as independent long-term, long-distance European and round-the-world travellers by motorhome and bicycle.

We'll let you know when the complaint is published on our website. In its final form it will appear under headings and in chronological order. Meanwhile, you may want to consider the attached incomplete first draft.

22 January 2024

From Brian Dixon to Barry Williamson

Just to be quite clear. I do not give permission for you to publish any of the emails or a note which has been amended without my consent.

Should you do so then I will consider that as an infringement of my privacy.

As I protected your right to data protection and privacy so you must also protect mine.

I'm sure that you are aware of the consequences of such an action as a breach of my privacy. As it happens as of today matters with regard to the storage space intended for you have developed onwards. This could significantly affect the situation. This needs discussion.

I suggest that you contact me directly. Not by email.

Your approach I find to be one of intimidation and dare I say blackmail.

This is not the professional, mature or conciliatory way to approach a matter which could be mutually concluded easily face to face.

I consider this to the 'second stage' of which you haven't asked me about, or given me the opportunity to respond.

Since I have shredded your contact information I cannot contact you directly, other than by email.

I don't intend to proceed in this manner, as now I'm concerned about my privacy in what are messages not written or intended for publication elsewhere, written in good faith to you privately.

You haven't sought nor have I given my permission for this.

My private mobile number is

0749820606

25 January 2024

From Barry and Margaret Williamson to Brian Dixon

You raise four new issues: privacy, stages in a complaints procedure, legality of a destroyed contract that had not begun, and blackmail/intimidation.

Privacy. We didn't make the payment of £445 to you; it was to Bremholdings Ltd of which you are a director and the one active person with significant control. The money should be held by that company and be publicly accounted for on an annual basis. It is ironic that you and your family can set up a company that limits your liabilities for less money than you have taken from us!

For a business, the advice to ensure privacy is as follows:

"The same basic rules which apply to ordinary business letters also apply to emails i.e. you need a standard footer stating your company name and other details, you must include your registered office address, a contact email address, registered number and country of registration.

"You may want to include a standard disclaimer which might state 'this email is confidential and intended for the use of the intended recipient only. If you have received this email in error, please inform us immediately and then delete it. Unless it specifically states otherwise, this email does not form part of a contract'."

Of course none of that advice has been followed by you and the correspondence has just been between 'Brian' and 'Barry and Margaret', with first name terms used knowingly by us, unwittingly by you. These have been personal chats with no status other than that of information. The notion of 'privacy' here is absurd. Your emails to us were not marked Private and/or Confidential, and you now expect us to phone you so that any conversation will be off the record.

In any case, the purpose of a complaints procedure is to involve third parties in the second and possible third stages, where resolution hasn't been possible at the first stage. Beyond that, the final outcome is often widely shared as information for future potential customers/clients and advice/warnings for other providers.

Complaints Procedures. The main point here is that the process is under the control of the customer, the complainant, from the beginning. They initiate and define the complaint; they decide which stage to use initially and by what means (meeting, letter, email or phone call); whether to accept a resolution at any stage; when to move on to the next stage; and how much time to take (this can be measured in months). For example, we could have taken our complaint directly to a second stage invoking third parties. We could have moved to a third stage directly by seeking the advice of a solicitor competent in contract law. A solicitor might recognise a malfeasance that could be considered by the police (fact, not threat). After all, we are talking about the taking of a not inconsiderable amount of money.

We have done you a favour by giving you an opportunity to resolve the complaint at a first stage before it goes any further. We now regard the first stage as over since you have wasted that opportunity and been obdurate throughout. There have been no signs of negotiation, and you have continually added to the scope of the complaint which now comes to 31 points (see attachment).

Contract. Your defence until your email of 22 January was completely dependent on a contract which, in your own words on the undated handwritten note (which we have), was to "begin on the day that you bring your m/home". In return for £445, this scrap of paper measuring just 4 inches square, was the only paper we were given. However, it was a clear statement of intent, though not written on behalf of the company and simply signed 'Brian'. Nor has it been amended by us in any way, apart from later writing on it the plot number and your surname, for our record, as these were not included. We strongly refute your assertion that we had changed its meaning in any way. You are clutching at straws. And we will never know the extent to which you added to or modified the legally binding but only partially completed contract before you destroyed it without notice.

The contract you produced was invalid, being undated and incorrectly signed. It did not contain a single word (among its 2,000) to support your retention of our money. Now that you have destroyed the partly-completed contract before it began (your choice: what were you trying to hide?) your defence has disappeared and you no longer have any basis on which to charge us for a plot for 3 months, plus undefined administrative costs.

Now you write "As it happens as of today matters with regard to the storage space intended for you have developed onwards. This could significantly affect the situation. I suggest that you contact me directly. Not by email." What on earth does this mean? In this alternative world of yours, do you think there could be a new contract (something that is agreed between two people) that cannot even be written down? Should we pay for a plot until someone else takes it? It's enough to raise suspicions that need further enquiry.

Blackmail. At last there are signs of a sense of humour! It is you who have taken money from us under false pretences and you who are using threats in order to keep it. This is reverse blackmail, blackmail in a looking glass! We have demanded nothing from you except the amount we are owed. Where has that £109 gone? Is it in the company accounts? How do you account for keeping it now that there is no contract? Sticking to the facts, we have done no more than point out to you the implications of your decision to keep hold of a significant sum of our money. It's obvious that you know nothing of contract law, company law, complaints procedures or the importance of customer relations. It is to be regretted that you don't want to learn or apologise.

Our many Google reviews have attracted over 900,000 views of accompanying photographs, to give an idea of scale. Would it be blackmail to give someone a 1-star review with a truthful summary of the reasons?

Final Comment. Losing your will or your stamina to deal with our complaint is no reason or excuse or mechanism by which you can continue to retain our money. We are committed to righting a serious wrong and we have the competence, time and stamina to do so. This process does not require your permission. Nor are you in a position to direct us in what we can do or cannot do.

25 January 2024

From Barry and Margaret Williamson to Brian Dixon

Here, as an attachment, are the 31 Elements of the Complaint.

31 January 2024

From Rachel Dixon to Barry and Margaret Williamson

I hope you are both well. I am in receipt of a letter from yourselves regarding a complaint about Greenmount Storage. Thank you for the points you have made, these have been taken on board.

Myself and the other directors are happy to arrange a meeting to discuss the matter with yourselves. Please could you let me know your availability over the next couple of weeks to do so? Alternatively, I believe you have been provided with our business number so please feel free to call to arrange an appropriate time to come and meet with us.

As you can see, this is my private email address. The contents of any email I send to you is intended for yourselves only. My email address and the contents of any email I send should not be reproduced or shared within the public domain.

I trust we can come to an amicable resolution.

31 January 2024

From Barry and Margaret Williamson to Rachel Dixon

Thank you for your email. We appreciate you taking time to reply. Yours is certainly a more reasonable voice than the one which, unfortunately, we have become accustomed to hearing.

However, it is now over two weeks since we received the far from amicable email (copied below) informing us that Bremholdings Ltd was retaining £144 of our money. Since then we have written six emails to 'Brian' who, we learn, is also the "1 active person with significant control", and received just two in reply, both belligerent and unyielding in tone. If 'Brian' were writing on behalf of the company, he would need to take a more considered approach and operate within that which is legally sound.

Although Bremholdings does not have a formal complaints procedure, this earlier exchange of emails exhausts for us the first stage of any complaints procedure and we are having to devise our own second stage. As we have already explained, any consumer complaints procedure is initiated and led by the consumer.

We do of course need our money to be returned in full, preferably with an apology. We are also morally and technically required to inform CaSSOA and other potential customers of the misuse and indeed abuse of their contract. Why would anyone want to repeat the ongoing experience to which we are still being subjected?

There is also an issue of what role the company (to whom we made the payment and which still holds part of it) plays, along with someone who signs himself 'Brian' while also claiming to be the storage owner. Are we dealing with a company, or are you hiding behind it? Is there an 'owner' in the CaSSOA definition of the word or is it just 'Brian' behaving as if it was his own personal money? Why pretend friendliness and the personal touch of someone called 'Brian' who didn't even give us his surname? Surely these roles need sorting out, or is the confusion deliberate? What a company needs above all else is trust, transparency and a duty of care.

The concept of a meeting presupposes that Bremholdings still wants to keep some of our money, when there is no case for retaining any of it. This is completely unacceptable and therefore there is no point to such a meeting, particularly if it were to be at the storage site. It is much simpler than this; to find out why and how just re-read this email.

5 February 2024

From Barry and Margaret Williamson to the Directors of Bremholdings Ltd

We have just published on one of our websites the first draft of an article that we have titled 'Malpractice at Greenmount Caravan and Motorhome Storage'. A separate report to CaSSOA concerning the misuse of their contract is nearing completion.

<http://www.magbazwords.com/greenmount-motorhome-storage.html>

This is also a good opportunity to underline our rejection of your proposals to discuss the many issues raised in this dispute either on the telephone or via a meeting, presumably to avoid your putting anything in writing! Not least, a meeting would entail a 30-mile round trip for us. Any such meeting would be based on your assumption that there is something to discuss; that there is some part of our money you can keep and some part of it you may be generous enough to allow us to have back. This, of course, we reject.