

# The Redsave Saga

(A Clever Way of how NOT to Shop Online)

(updated 4th Jan 2009)

## The Daily Mirror investigates

<http://blogs.mirror.co.uk/investigations/2008/07/redsave-online-discount-scheme.html>

<http://blogs.mirror.co.uk/investigations/2008/09/redsavecom-ordered-to-pay-refu.html>

[www.mirror.co.uk/news/top-stories/2008/10/02/investigate-we-re-reddy-for-a-rumble-115875-20765569/](http://www.mirror.co.uk/news/top-stories/2008/10/02/investigate-we-re-reddy-for-a-rumble-115875-20765569/)

<http://blogs.mirror.co.uk/investigations/2008/10/redsavecom-is-keeping-lawyers.html>

<http://blogs.mirror.co.uk/investigations/2009/01/newcomer-of-the-year.html>

### Original publication: 27<sup>th</sup> February 2008

Following our direct communiqué with Trading Standards in Poole, Dorset on 17<sup>th</sup> of February to actively investigate alleged infringements of The Companies Act 1985 by **Nettexmedia.com Limited** (trading as Redsave.com) we also requested they actively review and investigate alleged infringements of The Consumer Protection (Distance Selling) Regulations 2000.

In a reply from Trading Standards, we note that Redsave.com have now amended their website.

The main changes are:

- 1) The Redsave.com home page has today been CHANGED and now shows 'a Membership of £19.95 a month could result if a lower-priced item is purchased'.
- 2) The check-out page that we'd been pressing for now displays thus:  
1 x Free 30 Day RedSave Trial Pass Worth £19.95  
Free for 30 days then £19.95 per month, cancel anytime [More Info](#)
- 3) The top of Terms & Conditions now alert the purchaser to:  
CUSTOMERS PURCHASING GOODS AT THE 'REDSAVE' PRICE SHOULD PAY PARTICULAR ATTENTION TO SECTIONS 28 TO 36 BELOW
- 4) The final page where the credit/debit card details are input, now clearly displays again; 1 x Free 30 Day RedSave Trial Pass Worth £19.95  
Free for 30 days then £19.95 per month, cancel anytime [More Info](#)
- 5) ...and an inset of the T&C's which is quite visible.

### The Background

Complaints against Redsave.com had evidently been on going for well over a year. These apparently included late delivery or non-delivery of goods, poor quality of goods and poor or non-existent communication.

We were contacted by a former Redsave customer to look into the matter.

Prior to today's news, although we'd openly invited **Max Walker of Nettexmedia.com Limited** (trading as Redsave.com) on February 12<sup>th</sup> to provide a Press Statement commenting on **why** his company has received literally hundreds of complaints - most of which have been posted on various web Forums, we have regrettably received no such response.



**Max Walker & Rebecca Vowles**

Instead, we along with a number of former Redsave customer complainants were threatened with legal action for alleged libellous statements. Some even received outrageous monetary claims for legal expenses even before any court action or fee directives had been established.

In the spirit of Free Speech, these complainants felt they were being 'gagged' into submission. Whilst the company continued to rely upon an obscure T&C tick box, undaunted, the 'Redsave Action Group' was formed and a commercial solicitor was instructed to act for those former Redsave customers, who today continue to seek redress for being allegedly misled into a Membership subscription scheme.

**If there WAS and STILL is a genuine Membership scheme, one has to beg the question as to why NO membership reference number was generated on customer receipts or other documentation, and WHY Member customers were not emailed regularly with offers?**

**As consumer advocates we remain highly sceptical as to the motives behind such a Membership scheme that remains an 'opt-out' scheme instead of an 'opt-in' scheme – especially when a consumer might only wish to purchase a one-off item.**

**The main bulk of complaints surrounded the 'RedSave Shopping Pass' feature.**

This is where the on-line shopper who purchased an item could have unwittingly signed-up for a 'membership subscription' whereby, their credit or debit card was automatically debited £19.95 a month – apparently in perpetuity.

You are here > [Homepage](#) > [Gifts for Him](#) > Dragonfly RC Helicopter



**VERY LIMITED OFFER**


**Dragonfly RC Helicopter**  
**£29.99** [Add to cart](#)

RedSave Price | **Saving you £20.00**  
✓ [In Stock](#) | [What is the RedSave Price?](#)

---

RRP Price **£49.99** [Add to cart](#)  
✓ [In Stock](#) | [What is the RRP Price?](#)

**MASSIVE SAVING**  
[Click to Enlarge](#)

 Fast delivery is only **£3.95 per order**  
Orders dispatched within **24 hours**

At the chosen product page, save for 'What is the Redsave Price?' which did not appear relevant when one was buying a product, there was absolutely no indication that a 'Membership Subscription' could take place and that a revolving monthly debit of £19.95 would be payable if the buyer continued with their purchase by clicking the 'Add to Cart' button.

Payment methods: VISA, MasterCard, SWITCH, Maestro, SOLO, PayPal

[Click here to Checkout](#)

Delete	Product	Quantity	Item Price	Total Price
Delete	<a href="#">Dragonfly RC Helicopter</a> ✓ In Stock	1	£29.99	£29.99
Delete	Free 30 Day RedSave Trial Pass Worth £19.95 - <a href="#">More Info</a>			

**Order Subtotal: £29.99**

**Delivery Information**

Your order will be [dispatched within 24 hours](#) : £3.95

**Total Cost: £33.94**

[Click here to Checkout](#)

[or click here to continue shopping](#)

In the above example, once the buyer reached the checkout page **above** the product was priced at £29.95 with a delete option. Below the product it stated 'Free 30 day RedSave Trial Pass Worth £19.95', with a **delete** option.

Unfortunately, there was **NO VISIBLE WARNING** at the time on the above page indicating the so-called, 'RedSave Pass Subscription'. Should a buyer have proceeded without first clicking on the 'More Info' link (that was not even hyperlink underlined in the usual blue colour as was Redsave's other seemingly less important links), the buyer naturally saw the bargain price of £29.95 (plus postage) AND the 'Free 30 day RedSave Trial Pass Worth £19.95'. Their immediate and natural instinct was to 'Click here to Checkout' – only to discover a month or two later their credit or debit card had been debited by £19.95 – and continued monthly in perpetuity.

If the buyer had 'by chance' clicked on 'More Info' link he or she would have been taken to a page explaining the so-called 'Subscription' scheme.  
[www.redsave.com/pages/redsave\\_popup.asp](http://www.redsave.com/pages/redsave_popup.asp)

Although the above link stated a customer could cancel within the FREE 30 day period and their Subscription could be cancelled at anytime (even in the initial 30 free period), online and offline, and there was no commitment, by the time the customer had received their credit or debit card statement – usually 30 DAYS of **after** the transaction has occurred, £19.95 had already been debited from their account.

Payment methods: VISA, MasterCard, SWITCH, Maestro, SOLO, PayPal

[Click here to Checkout](#)

Delete	Product	Quantity	Item Price	Total Price
Delete	<a href="#">Dragonfly RC Helicopter</a> ✓ In Stock	1	£49.99	£49.99
Delete	Free 30 Day RedSave Trial Pass Worth £19.95 - <a href="#">More Info</a>			

**Order Subtotal: £49.99**

**Delivery Information**

Your order will be [dispatched within 24 hours](#) : £3.95

**Total Cost: £53.94**


[Click here to Checkout](#)

[or click here to continue shopping](#)

On the other hand, if the buyer had clicked on the 'Free 30 day RedSave Trial Pass Worth £19.95' **delete** option another price, in this case, of £49.99 (plus postage) appeared as illustrated above.

The implication of NOT clicking on the 'More Info' hidden link before proceeding to the Checkout, or the website providing a 'tick box' indicating the buyer had read the Terms and Conditions before proceeding further into the transaction was not correct protocol, and automatically put the buyer at a distinct disadvantage.

## Redsave's 'Complete Order' page & their Terms & Conditions



1 SIGN IN      2 BILLING & DELIVERY      3 PLACE PAYMENT


### Order Summary

RedSave.com is a 100% secure website. RedSave.com has SSL (Secure Sockets Layer) encryption to protect your information during your online transaction.

1 x 7 Inch Digital Photo Frame Silver      ✓ In Stock      Dispatched within 24 hours  
+ FREE 512Mb SD Card Worth £12.99

**Your card will be debited £43.94 (inc. £3.95 p&p)**

### Please enter your Credit/Debit Card Details

**We Accept the following cards** 

To complete and pay for your order please enter your Credit or Debit card details below. The page you are now on is 100% secure and your details are processed through our payment provider, PayPal.

\* **Card Holder's Name**   
Your card holder name above also acts as an [electronic signature](#) to complete your order contract.

\* **Card Number**  The long number along the center of your card

**Issue No.**  (Switch/Solo cards only)

\* **Card Type**

**Start Date**   (MM / YYYY) (Switch cards only)

\* **Expiry Date**   (MM / YYYY)

\* **Card Security Code**  This is the 3 digit number on the security strip of your card. [More info](#)

I agree to RedSave.com [Terms and Conditions](#)

**Click here to Complete Order**

The purchaser had to first create an account and then register their personal details, then go through 90% of the [buying process](#), before a tick box could be accessed on the credit/debit card details [final](#) order page **above** where one had to agree to the [Terms & Conditions](#) before the order could be completed. However, there was no inference or warning the purchaser **MUST** read the T&C's prior to completing their Order or any visible indication a Redsave Pass subscription of £19.95 a month might become payable after 30 days! The only item to be mentioned in the example above was the customer's card would be debited £43.94 – but again, **no VISIBLE mention** of a potential £19.95 per month (until cancelled) subscription.

## The Trust Factor

Because on-line purchasers 'naturally trust' websites such as Amazon, Play.com and other established on-line shopping sites, they **arbitrarily** ticked the T&C box as a matter of course based on the 'trust' factor inherited from dealing with reputable and well-known websites. Indeed, all other Terms & Conditions ([See example](#)) on these 'trusted' and well-established websites merely explain such things as statutory rights, delivery, returns, etc., but never a notion the purchaser could be entering into a contractual Membership subscription fee based program.

Because there was no visible warning during the purchase process, and no indication on the **product delivery note** that a Membership subscription **will** take place after 30 days, the purchaser was totally unaware a debit of £19.95 would continue to be paid until formally cancelled.

## Changes to the Redsave website

Prior to Redsave's website changes noted on 27/02/08, we are not here to judge Redsave's motives prior to these changes or for failing to provide an adequate and highly visible **Warning** that a monthly subscription was going to take place when a consumer purchased a 'discounted product' under their RedSave Pass Subscription scheme – we'll leave that up to the consumer to ascertain.

In addition, it's been noted that Redsave's 'TERMS & CONDITIONS' (T&C's) have been changed at least THREE times in the recent past.

We can only speculate; but it appears likely these amendments may have been made in order to comply with Trading Standards 'recommendations' such as customers being able to easily print the page ('durability'). However, prior to the sequential changes of the T&C's, consumers had absolutely no idea (unless they took the time to read the T&C's 12 pages) they were entering into a 'contract' that could cost them £19.95 a month in 'Redsave Pass' subscriptions fees.

**Those complainants, who are seeking a refund or decide to further action, might take these points on-board ([see screenshots below](#)).**

If the buyer had been made more aware much sooner in the transaction purchase cycle, instead of being **forced** to tick an **arbitrary** box and agreeing to perhaps reading a T&C document which is roughly 12 pages long and containing around 6,000 words (albeit there was a reference at the top to the relevant Redpass sections), then the purchaser would have had a clear opportunity to determine whether to plumb for the Redsave lower-priced item attached to a potential Membership subscription of £19.95 a month, or elect the full Recommended Retail Price (RRP).

It is therefore hardly surprising that buyers by the **hundreds** were (and many still are) evidently complaining (without doubt) to Redsave, Trading Standards, Rip-Off Britain, BBC Watchdog and on web Forums, when they discovered they've had £19.95 (or more) removed from their credit or debit card account 'unwittingly' and ended up paying far more for the product than was 'advertised'.

**We feel that Redsave's former method of transacting business was extremely sharp and totally misleading and has without doubt befuddled and annoyed hundreds of consumers – who may have legal redress prior to 27/02/08.**

OFT advice about Unfair terms used in contracts, etc: [Click here](#)

**Below are changes to the Redsave website that should be of interest to anyone who entered into a Resave Pass subscription PRIOR to 27/02/08.**

This is Google's cache of http://www.redsave.com/ as retrieved on 24 Feb 2008 10:03:50 GMT.  
Google's cache is the snapshot that we took of the page as we crawled the web.  
The page may have changed since that time. Click here for the current page without highlighting.  
This cached page may reference images which are no longer available. Click here for the cached text only.  
To link to or bookmark this page, use the following url: http://www.google.com/search?q=cache:jbXU0Vv2d2gJ:www.redsave.com/+Redsave&hl=en&ct=clink&cd=1

Google is neither affiliated with the authors of this page nor responsible for its content.

These search terms have been highlighted: **redsave**

Red Save  
The Clever Way to Shop Online

Black 7" Digital Photo Frame £39.99 + FREE 1Gb SD Card LIMITED OFFER Click Here...

Homepage | Your Account | RedSave Pass | Shopping Cart | Affiliates | Support & Contact | Help

Search:  Go

You are here > Homepage

**Welcome to the Redsave Gadget Shop**  
Redsave is one of the UK's leading gadget shops offering a huge selection of gifts and gadgets. If you're stuck for gift ideas, why not take a browse through our selection of gift and gadgets for some truly memorable present and gift ideas

**What's New**  
New Arrivals  
Mothers Day Gifts  
Deal Of The Day

**Essential Gadgets**  
Latest Gadgets  
Digital Photo Frames  
RC Helicopters

**Shopping Cart**  
There are 0 items in your shopping cart.  
View Your Cart

VISA MasterCard American Express

McAfee HACKER SAFE TESTED 29-FEB

**Mothers Day Gifts**

Initial Homepage prior to 27/02/08  
(note there is **no warning** about a possible Redsave Pass Subscription)

This is Google's cache of http://www.redsave.com/ as retrieved on 21 Mar 2008 03:11:28 GMT.  
Google's cache is the snapshot that we took of the page as we crawled the web.  
The page may have changed since that time. Click here for the current page without highlighting.  
This cached page may reference images which are no longer available. Click here for the cached text only.  
To link to or bookmark this page, use the following url: http://www.google.com/search?q=cache:jbXU0Vv2d2gJ:www.redsave.com/+redsave&hl=en&ct=clink&cd=1

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These search terms have been highlighted: **redsave**

Red Save  
The Clever Way to Shop Online

Ladbrokesbingo.com

Homepage | Your Account | RedSave Pass | Shopping Cart | Affiliates | Support & Contact | Help

Search:  Go

You are here > Homepage

**Welcome to the Redsave Gadget Shop**  
Redsave is one of the UK's leading gadget shops offering a huge selection of gifts and gadgets. If you're stuck for gift ideas, why not take a browse through our selection of gift and gadgets for some truly memorable present and gift ideas. If you choose to purchase all your gifts and gadgets at the low RedSave Pass Price option, you can take advantage of the free 30 day RedSave pass trial. After your initial 30 day free trial, your membership subscription will be billed at £19.95 per month until cancelled. You can cancel easily online at anytime, including within the free trial period, at no extra cost. Make huge savings on all your gifts and gadgets with RedSave.com, or simply purchase through our very competitive retail price option.

**What's New**  
New Arrivals  
Deal Of The Day

**Essential Gadgets**  
Latest Gadgets  
Digital Photo Frames  
RC Helicopters  
Remote Control  
USB Gadgets  
Audio & MP3  
Helpful Gadgets  
Watches & Clocks

**Electronics**

**Shopping Cart**  
There are 0 items in your shopping cart.  
View Your Cart

VISA MasterCard American Express

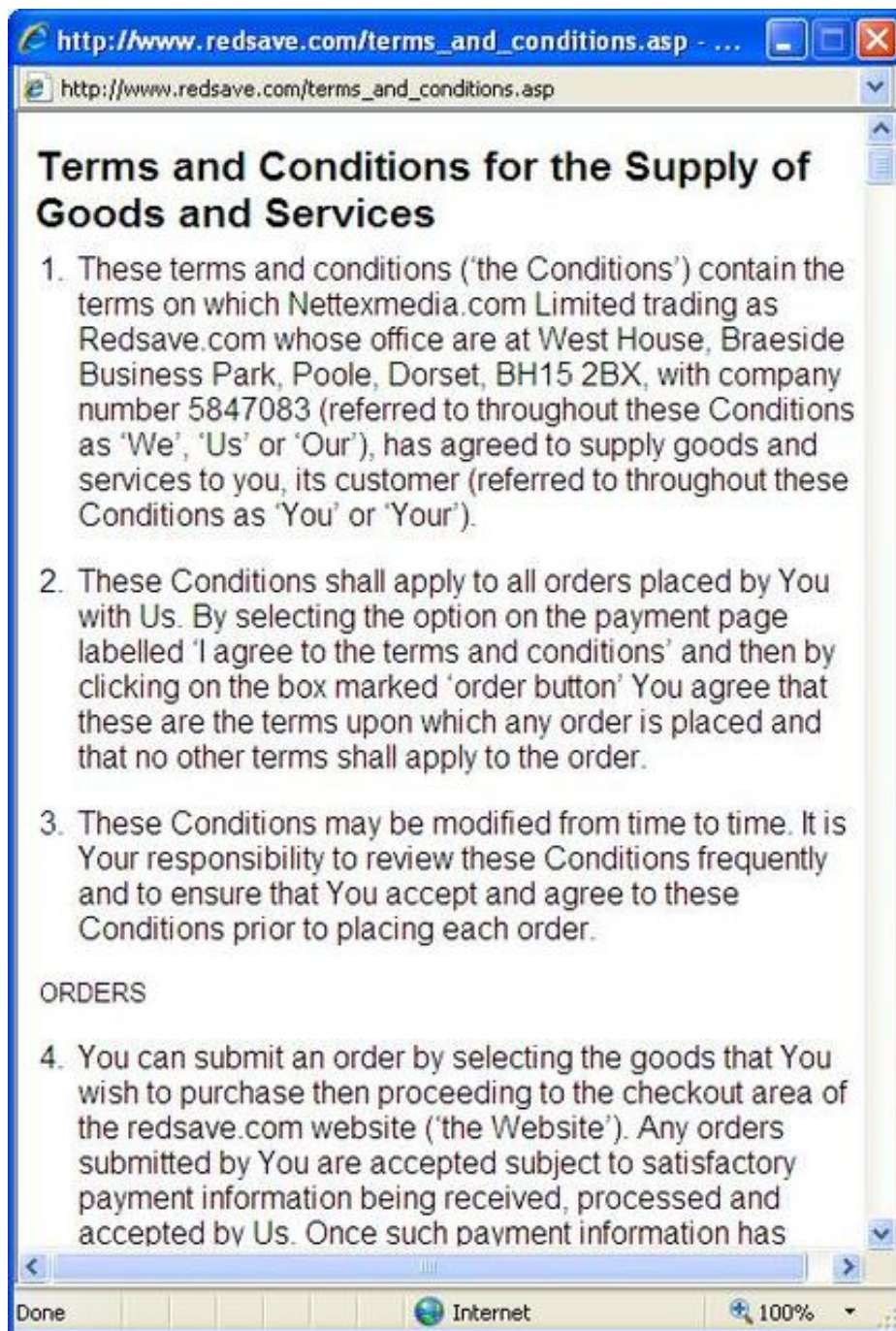
McAfee HACKER SAFE TESTED 24-MAR

Apple iPod Shuffles • Nano • Classic • Touch Click Here

Sony Ericsson V600i Only £29.99 RRP Price £148.00

**7" Black + Silver Digital Photo Frame + Free 1Gb SD card LIMITED OFFER**

Initial Homepage AFTER 27/02/08  
(note there is now a **warning** about a possible Redsave Pass Subscription)



Original T&C's version ONE –  
pre-2008

**NO WARNING**



### **T&C's version TWO**

Apparently amended in early January 2008  
(note that '*...attention to sections 28 to 36...*'  
and a **Print** button has now appeared)



[Print](#)

### Terms and Conditions for the Supply of Goods and Services

CUSTOMERS PURCHASING GOODS AT THE 'REDSAVE' PRICE SHOULD PAY PARTICULAR ATTENTION TO SECTIONS 28 TO 36 BELOW

1. These terms and conditions ('the Conditions') contain the terms on which Nettexmedia.com Limited trading as Redsave.com whose office are at West House, Braeside Business Park, Poole, Dorset, BH15 2BX, with company number 5847083 (referred to throughout these Conditions as 'We', 'Us' or 'Our'), has agreed to supply goods and services to you, its customer (referred to throughout these Conditions as 'You' or 'Your').
2. These Conditions shall apply to all orders placed by You with Us. By selecting the option on the payment page labelled 'I agree to the terms and conditions' and then by clicking on the box marked 'order button' You agree that these are the terms upon which any order is placed and that no other terms shall apply to the order.
3. These Conditions may be modified from time to time It is Your



[Home](#) | [Help](#) | [Terms & Conditions](#) ( updated 14/01/2008 )

### T&C's version THREE – posted 14/01/08

(note that '*...attention to sections 28 to 36...*' is now **larger** font)

[You are here](#) > [Homepage](#) > [Essential Gadgets](#) > Dragonfly RC Helicopter

## Dragonfly RC Helicopter

[Click to Enlarge](#)

RRP Price ✓ In Stock  
**£49.99** **Add to cart**

Red Save Price ✓ In Stock  
★ **£29.99** **Add to cart**  
Save £20.00

Delivery Information  
 This product will be dispatched within **24 hours**

READY FOR TAKE-OFF!

Then you

---

Write a RedSav

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This is a screenshot of one of the product pages – prior to 27/02/08

(note there is **no warning** about a possible Redsave Pass Subscription)



[Click here to Checkout](#)

Delete	Product	Quantity	Item Price	Total Price
Delete	3.5 Inch Digital Photo Frame Pink <span style="color: green;">✔</span> In Stock	1 <input type="button" value="v"/>	£ 19.99	£19.99
Delete	1 x Free 30 Day RedSave Trial Pass Worth £19.95 Free for 30 days then £19.95 per month, cancel anytime <a href="#">More Info</a>		FREE	FREE

**Order Subtotal: £19.99**

**Delivery Information**  
Your order will be **dispatched within 24 hours** : **£3.95**

**Total Cost: £23.94**

[Click here to Checkout](#)

[or click here to continue shopping](#)

**This is a screenshot of one of Redsave's product pages – AFTER 27/02/08**

(note, it states "...then £19.95 a month" but **no specific warning**, only a hyperlink to: [More Info](#) in BLACK)

From: [orders@redsave.com](mailto:orders@redsave.com)  
 To: [@hotmail.com](mailto:@hotmail.com)  
 Subject: RedSave.com - Order Confirmation  
 Date: 2006

Order Ref: redsave

Thanks your for your recent order with [Red Save.com](#)

The items you have ordered are below:

---

- 1 x Bar Butler Single Optic @ £7.99
- 1 x Free Membership @ £0.00
- 1 x Delivery @ £3.95

**Total Order = £11.94**

---

Please allow 3 - 7 business days for delivery of these items

You will receive an email from us once your items have been dispatched. You can login to your account using your unique email and password to track your items and contact of customer care team

Thanks again for your order

Happy Shopping

[RedSave.com](#)

**This is a screenshot of an email confirming an order in 2006**

(note, there is **no warning or mention** of a possible £19.95 a month Redsave Pass subscription payable should the customer neglect to Cancel their 'subscription' within 30 days or within the statutory period of 7 days)

Images are not displayed.

[Display images below](#) - [Always display images from orders@redsave.com](#)

Order Ref: redsave:

Thanks your for your recent order with [Red Save.com](#)

The items you have ordered are below:

Product	Quantity	Item Price	Total Price
7 Inch Digital Photo Frame Silver + FREE 512Mb SD Card Worth £12.99 Free 30 Day Subscription to the Red Save Pass, worth £19.95	1	£39.99	£39.99
	1	£0.00	£0.00
		Voucher Discount	0.00
		<b>Subtotal</b>	£39.99
		Delivery Charge	£3.95
		<b>Total Cost</b>	£43.94

Please allow 3 - 7 business days for delivery of these items

You will receive an email from us once your items have been dispatched. You can login to your account using your unique email and password to track your items and contact of customer care team

Thanks again for your order

Happy Shopping

[Red Save.com](#)

This email is from [Red Save.com](#), a part of [Nettixmedia.com](#) Limited (Company Number 05547022). [Nettixmedia.com](#) Limited, West House, Seaside Business Park, Seaside Avenue West, Poole, Dorset, BH15 2DX, VAT Registration Number: G2 5592254-0. You have received this message as part of our Order Confirmation Service, which was agreed to via the opt-in terms and conditions statement within our 'Create An Account' page. Terms and conditions accessed from [here](#). You can reach your RedSave.com Account [here](#). If you have received this message and are not the intended recipient, please inform the sender and delete this email.

[Red Save.com](#) - The Clever Way To Shop Online

**This is a screenshot of an email confirming an order, this time in 2007**

(again, there is **no warning or mention** of a possible £19.95 a month Redsave Pass subscription payable should the customer neglect to Cancel their 'subscription' within 30 days or within the statutory period of 7 days)

**It may behove any customer who transacted business with Redsave PRIOR to 27/02/08 and who is seeking a refund via Small Claims Court to point these 'anomalies' out to the Judge!**

### Redsave's Libel Claims against a number of their own customers

Very strangely, because hundreds of complaints regarding Redsave's methods of conducting business were posted on various web Forums for well over a year, together with so-called and **alleged** libellous comments made by disgruntled consumers, Redsave recently retaliated by instigating legal threats and monetary claims on-line via Northampton County Court upon their own customers - or for that matter anyone else who complained publicly about their business practices.

We not only found this disturbing, especially in a consumer led world in the 21<sup>st</sup> century, but found it an extraordinary tactic for any business to take.

The Bournemouth Echo finally managed to secure an interview with Redsave: [Read here](#)

However, in light of Trading Standards letter and directive to Nettixmedia.com Limited (trading as Redsave.com) requesting they amend their website to make their Membership subscription scheme clearer, which they now appear to have done, we hope Nettixmedia.com Limited will now take this opportunity to withdraw their Court claims upon their former customers and others. If not, they should carefully consider their website content 'ex post facto', the evidence accumulated thus so far, and the arguments that would certainly be raised in defence.

Indeed, those former customers who claim they were misled by entering unwittingly into a 'Membership subscription' scheme due to the lack of a clear and visible 'warning' (which is now made somewhat clearer since the amendments), might find some comfort not only by these latest changes to the Redsave website, but may also have a case to demand their subscription monies be refunded in full since the website amendments seem to indicate an 'admission' by Redsave that they were not complying correctly with the [Distance Selling Regulations](#) at the time or by subsequent directives made by Trading Standards in May 2008.

Those consumers seeking redress should consider a Small Claims Court action to recover their monies (see suggested **Complaints/Claims Procedure** below). Others complainants have been successful. **A recent case in point can be seen [Here](#)**

## **Suggested Complaint/Claims Procedure**

**Firstly, if your credit/debit card or bank account is STILL being debited by £19.95 per month, and you want to cancel your Redsave Pass subscription, you need to send Redsave a completed cancellation form that can be [downloaded here](#)**

Send the above **cancellation form** along with your complaint and claim (if applicable) below, **Recorded Delivery**.

Secondly, if you purchased any product at the lower 'Redsave Price' **prior** to Wednesday, February 27<sup>th</sup> 2008 and have a complaint regarding the £19.95 Membership 'Redpass' subscription that you unwittingly agreed to in the purchase process and have subsequently been paying, we suggest you send Redsave a letter by **Recorded Delivery**.

### **DO NOT SEND YOUR COMPLAINT BY EMAIL OR FAX**

We recommend you head your letter beginning with your name and address, the date, any relevant 'Redsave' reference number and the phrase: **WITHOUT PREJUDICE**

Explain in your letter that **prior** to Wednesday, February 27<sup>th</sup> 2008 their website evidently did not comply with the **The Consumer Protection (Distance Selling) Regulations 2000** and other trading matters, which was pointed out to them in a letter from Trading Standards in Poole, Dorset.

Go on to state, because there was evidently a lack of compliance and durability **prior** to Wednesday, February 27<sup>th</sup> 2008 to which their website was subsequently amended on the date aforementioned in order to comply with Trading Standards, these website amendments are a clear admission on the part of Redsave that their website was unclear and misleading (prior to 27/02/08) and you are now demanding a **full refund** of any and all Membership 'Redpass' subscription monies paid from the time your 'subscription' was debited from your credit/debit card and/or bank account (*state the amount*).

You should inform them that should they fail to refund your monies **in full within 30 days**, you will commence a Small Claims Court action against **Nettexmedia.com Limited** (trading as Redsave.com) in order to recover your monies, plus interest.

Send your letter **Recorded Delivery** to their address below:

Nettexmedia.com Limited,  
West House,  
Braeside Business Park,  
Sterte Avenue West,  
Poole,  
Dorset,  
BH15 2BX

### **Keep your Recorded Delivery receipt in a safe place**

#### **How to start a Small Claims Court action**

[How to commence a Small Claims Court action](#) (you do not require a solicitor)

[You can easily apply On-line to commence a Small Claims action - Click here](#)

[Money On-line Court Fees](#) (starting from just £25.00)

In the meantime, if you wish to be added to the list of complainants please email us at [Support](#) indicating the date your Redsave 'Redpass' subscription commenced, how much you have subsequently paid, the date of each payment and to whom it was credited to.

If you require legal assistance we will put you in direct contact with the 'Redsave Action Group' civil litigation solicitor, please email our [Support Department](#)

At the same time, you may wish to contact the bodies below and lodge your complaint formally by posting or emailing them a copy of your **Recorded Delivery** letter.

## [Redsave.com ordered to pay refund](#)

Great news for victims of "discount scheme" Redsave.com.

We told in July how shoppers who bought goods from the site were furious to find they'd apparently joined a discount club at £19.95 a month.

Redsave insisted that "the sign-up process is clear", but victims say they knew nothing about it until they spotted the regular deductions on their credit card statements.

Now John Craig of Carrickfergus, County Antrim, has successfully sued Dorset-based Redsave for taking £59.95 from his card, and he was also awarded £30 costs.

"They hoodwinked me and the judge deemed it unfair," said John.

A copy of the judgment is on its way to a firm of solicitors which is looking at recovering money taken by Redsave from 120 clients.

## [Trading Standards – Poole, Dorset](#)

Trading Standards Officer  
Environmental & Consumer Protection Services  
Unit 1, Newfields Business Park,  
2 Stinsford Road, Poole BH17 0NF  
Tel: 01202 633633

## [Consumer Direct](#)

## [The Office of Fair Trading](#)

Further Advice

## [Citizens Advice Bureau](#)

Trading Standards in Poole, Dorset have informed us they will continue to monitor complaints made about Redsave and will take *'appropriate action to ensure that legal requirements are addressed'*.

We will also continue to monitor the situation closely.

Support Team  
Rip-Off Britain  
Consumer Advocates  
[www.rip-off.co.uk](http://www.rip-off.co.uk)

**Redsave Media story:** [Firm Give Bad Image](#)

## **June & Oct 2008**

Redsave reprimanded by the Advertising Standards Authority  
[www.asa.org.uk/asa/adjudications/Public/TF\\_ADJ\\_44606.htm](http://www.asa.org.uk/asa/adjudications/Public/TF_ADJ_44606.htm)  
[www.asa.org.uk/asa/adjudications/Public/TF\\_ADJ\\_45069.htm](http://www.asa.org.uk/asa/adjudications/Public/TF_ADJ_45069.htm)

## **May 2008**

As we suggested, many ex-customers have been demanding their so-called 'Redsave Pass' subscription monies be refunded. In their demand they stated (correctly) that if Redsave did not comply within 30 days customers would take Nettexmedia.com Limited (trading as Redsave.com) to Small Claims Court.

To add to this extraordinary saga, below is the 'standard' reply all ex-customers requesting a refund of subscription monies (prior to 27/02/08) have been receiving – which, in our view is nothing less than blatant intimidation and scare tactics.

Rebecca Walker (aka. Rebecca Louise Vowles, Managing Director) is suggesting a Small Claims Court action against them (Redsave) would invoke costs of £5,000 upon the plaintiff. This is of course nonsense in the vast majority of Small Claims Court actions. If you are the claimant and you win your case, you will get the court fees back as well as the claim, and you can ask for certain expenses also. If you lose, you will not get the court fees back. But it is most unlikely that you will have to pay any other costs.

Ref:

[http://www.lawpack.co.uk/small\\_claims\\_what\\_you\\_have\\_to\\_pay.asp](http://www.lawpack.co.uk/small_claims_what_you_have_to_pay.asp)

[http://www.adviceguide.org.uk/index/your\\_rights/legal\\_system/small\\_claims.htm](http://www.adviceguide.org.uk/index/your_rights/legal_system/small_claims.htm)

Dear xxxx

Thank you for your letter which I received today after Customer services had passed to me.

Having studied your Electronic Customer History on your separate accounts, we note that during your initial purchase & subsequent purchase, you chose to opt into the RedSave shopping pass membership and following your free 30 day trial, chose not to cancel your shopping pass. You had agreed to our contractual Terms and Conditions and therefore

RedSave processed your monthly subscription fee of £19.95, until you cancelled your shopping pass membership. During your active pass, you continued to have the benefits of shopping at the low discounted RedSave prices.

Your Customer History confirms that your subscription has been correctly billed under our contractual Terms and Conditions and we cannot offer you any refund for your monthly shopping pass subscription.

You chose to cancel your RedSave pass on xx xx xx and no further access to the low RedSave price will be available. RedSave cancelled your monthly subscription immediately and no further fees will be charged to your closed RedSave pass account.

The RedSave website complies with The Distant Selling Regulations, with durable Terms and Conditions that are clearly defined within the website and can be read or printed at any stage of your initial shopping purchasing process.

We are disappointed that you were not entirely satisfied with RedSave.com, although you had saved money with your initial purchase and did have the opportunity to cancel your shopping pass, at anytime, even during the 30 day free trial period. We have taken note of your personal comments.

Finally, as you have suggested in your telephone conversation with Customer services today, you do have every right to issue your own Legal Proceedings in the Small Claims Court. However please take note that our company will Defend any action via our Corporate Solicitors, along with the evidence of your agreed Contractual Terms.

We estimate that our Legal Defence costs with trial and witnesses would be in the region of £5000.00 and these costs would be claimed against you personally in the event of successful Defence. We have now passed your file over to our Legal Team, following our instructions that once you have suggested imminent Legal Action, the Customer Services Managers can no longer assist with your enquiries.

Regards

Rebecca Walker (actually Vowles)

Customer Service Manager

RedSave.com