

Dear Ms Sloan,

Thank you for your enquiry to the Citizens Advice consumer service dated 20/09/2014. Your reference number for this case is AW 12326135 and it would be helpful if you could quote this in any future contact with our service regarding this issue.

We understand from your email that you have a dispute with a trader who appears to be failing to honour an agreed price you have paid for purchasing a lamp.

Please note because our aim is to offer impartial advice and information, we cannot act on anyone's behalf or offer an opinion, but we do try to outline a consumer's legal position, given the information provided and explain what options may be available to a consumer so they can try and resolve a civil dispute themselves.

Your rights and obligations

For any civil contract to be considered legally binding the elements of offer and acceptance must exist. In these circumstances you would have grounds to argue that when you went in to the trader's store and offered to purchase the goods for £38, by taking payment the trader has accepted this amount and a legally binding contract exists. If the trader is now unwilling to honour this, by asking for further payment from you, they could be held in breach of contract.

If the trader is unwilling to still sell you the goods for the originally agreed price and is just offering you a refund, you would not have to accept such a position and could pursue the trader for 'loss of bargain' if they refuse to provide the goods for what you consider is the agreed price.

When seeking 'loss of bargain' you would be looking for a refund of any amount already paid and to then recover any extra charges you might incur in buying the same product elsewhere. This is because no one can force anyone to perform an act they are not willing to perform, but they can pursue them for an amount of damages (money) that would reflect any costs they have incurred as a direct consequence of a breach of contract.

In practical terms this can be difficult, because you would be expected to demonstrate that you have found exactly the same product for the best possible price; however it could be used as a lever to negotiate with the trader, in order to try and reach an amicable compromise.

You can read more about contract law [here](#)

Criminal Offence:

As the trader's actions of potentially misleading consumers with incorrect pricing of the goods they sell could be considered a criminal offence under the Consumer Protection from Unfair Trading Regulations 2008, the information you have provided will be passed to the relevant Trading Standards Authority for further consideration.