

**Dr Ian Wade Jackson (claimant)**  
vs  
**UPS Ltd (first defendant)**  
**ControlAccount Ltd (first defendant)**  
in the ... County Court

**DRAFT PARTICULARS OF CLAIM**  
**2nd January 2024**

**1. Summary**

- 1.1. The first defendant (UPS), in its role as a parcel courier, has charged the claimant an incorrect amount of import VAT, and an unlawful “disbursement” fee.
- 1.2. The claimant asked UPS to explain the discrepancies. UPS did not respond. Instead, UPS levied a late payment fee.
- 1.3. The claimant once again contacted UPS to try to get clarification. Instead, UPS passed the alleged debt to ControlAccount for recovery.
- 1.4. UPS and ControlAccount have utterly ignored all of the claimant’s efforts to resolve these matters. Instead, they have, apparently entirely “on autopilot”, harassed the claimant with threatening letters, even after the claimant’s payment.

**2. Narrative**

- 2.1. In September 2023, the claimant was the consignee of a shipment worth EUR2,489.54 from \*\*\*\* in Germany. (Three parcels, UPS references 1Z\*\*\*\*\* 1Z\*\*\*\*\* 1Z\*\*\*\*\*)
- 2.2. (The shipment was misrouted by UPS to Denmark, and severely damaged by UPS in transit; it had to be returned and replaced by the supplier. These matters are not relevant to this claim, and are stated here for clarity and to avoid any confusion.)
- 2.3. UK import VAT was due. The claimant was told by UPS’s website that £400.03 was due, but UPS’s website did not provide a proper accounting of the amount.

- 2.4. The claimant tried to pay that amount via UPS's website. UPS's website refused the payment, claiming that the problem was with the payment card and referring the claimant to his bank. UPS's website failed identically for three separate payment cards issued by three completely different banks. So on 18th September the claimant telephoned UPS. UPS's agent declined to take payment on the telephone, saying that it was UPS's policy that the website must be used. The claimant spent 32 minutes on the phone while UPS's agent led the claimant through a variety of different approaches on UPS's website, to try to take the payment. Eventually the UPS agent admitted that there seemed to be a problem within UPS. The agent suggested paying the UPS delivery driver £400.03 cash on the door.
- 2.5. On 21st September during delivery of one of the parcels, the claimant's partner paid the UPS driver £400.03 in cash. The driver did not provide a receipt.
- 2.6. On 23rd September the claimant wrote to the UPS email helpdesk asking for a receipt. This message was acknowledged by a human agent, but UPS never made any substantive reply.
- 2.7. UPS sent to the claimant two documents each of which appears to be a combined invoice and statement of account. They are "Invoice no. \*\*\*\*41" dated 17th September 2023 and "Invoice no. \*\*\*\*90" dated 22nd September 2023. Despite these very different dates, the claimant received them in the same postal delivery, on or shortly before the 3rd of October.
- 2.8. Both of the documents state the shipment value as EUR2489.53 (which is almost correct, being wrong by only one cent), and the exchange rate as 0.85594400, and state a "freight exchange rate" of 0.86411229. Both of the documents acknowledge receipt of the £400.03 payment. Both of the documents levy a "disbursement fee" of £12.20.
- 2.9. However, the documents disagree on the UK import VAT due. The earlier-dated states the VAT as £387.83; later-dated as £427.67. Everything about the VAT calculation is identical in the two documents apart from the final figure. UPS's invoice/statement \*\*\*\*41 requested payment of the difference, £39.84.
- 2.10. 20% VAT on EUR2489.54 at 0.85594400 would be £426.18136515200 or (rounding to the nearest penny) £426.18. VAT on EUR2489.53 would be the amount after rounding.
- 2.11. On 3rd October the claimant wrote to UPS's email helpdesk asking for clarification of

these discrepancies. Specifically, the claimant pointed out that both documents quote exactly the same inputs to the VAT calculation, but come up with different answers; and that the claimant wasn't able to reproduce either of the answers. The claimant also questioned why there were two exchange rates. The claimant offered in the email to settle any discrepancy as soon as he could verify the amount. This message was received by a human agent at UPS, and passed to a different internal team, but UPS never made any substantive reply.

- 2.12. On or shortly before 26th November, UPS sent the claimant an invoice (no. \*\*\*\*98) dated 6th November (about three weeks earlier) for a late payment fee of £3.19. The invoice does not say what amount was not paid on time, and does not say how the late payment fee was calculated. There was no associated statement of account, but the document did contain the same UPS reference number for the claimant, 8GB\*\*\*\*.
- 2.13. Believing that the late payment charge related to the unexplained VAT, on 26th November the claimant wrote again to the UPS email helpdesk. The claimant referenced his previous enquires, and pointed out that he had had no substantive reply and no explanation from UPS of the VAT discrepancies. The claimant characterised the continued pursuit of the alleged debt, without any kind of explanation, as harassment, and demanded that it stop. The claimant offered to make good any discrepancy if UPS could explain how the discrepancy arose and how the sum demanded had been calculated. This message was received by a human agent, and passed to a different internal team, but UPS never made any substantive reply.
- 2.14. On or around the 5th of December, the claimant received a threatening letter dated 1st of December from ControlAccount demanding payment of an outstanding total of £43.74 allegedly owed to UPS. ControlAccount's letter explained in general terms that sometimes UPS must estimate the VAT, and that therefore a discrepancy can arise when the real VAT figure is available. ControlAccount's letter does not give any explanation or account for the figure of £43.74. (£39.84 plus £3.19 is £43.03.) UPS's behaviour and ControlAccount's letter seem to have been completely uninfluenced by any of the claimant's previous enquires.
- 2.15. In response, on the 11th of December, the claimant send a paper letter of claim (dated 9th December) to UPS and ControlAccount. The letter included a cheque for £39.84. The claimant's letter again complained that ControlAccount and UPS were engaged in harassment, and demanded that it stop. The claimant disputed the "disbursement fee". This letter was delivered to UPS and signed for on the 13th of December and delivered to

ControlAccount and signed for on the 14th of December; ControlAccount have cashed the claimant's cheque.

- 2.16. The claimant also sent a copy of the letter by email, as a PDF attachment, to the UPS email helpdesk. The email helpdesk did sort of respond, after much to-and-fro, but the responses are best characterised as useless.
- 2.17. ControlAccount sent a further threatening letter, dated the 18th of December. This arrived while the claimant was away, between 20th and 27th of December. The letter demands £58.74 and threatens litigation. Again, there was no explanation of how the amount was calculated.

### **3. Analysis - VAT and late payment fees**

- 3.1. The VAT due is £426.18 (based on UPS's quoted exchange rate). The claimant has overpaid by £1.49.
- 3.2. The claimant has acted reasonably throughout, constantly offering to pay the VAT if an explanation with a correct calculation were to be provided. The claimant paid the VAT discrepancy as soon as even a hint of an explanation was provided (belatedly, by UPS's debt collectors). UPS has no basis for charging any late payment fees.
- 3.3. The claimant claims return of £1.49 overpaid VAT.

### **4. Analysis - "disbursement fee"**

- 4.1. UPS has charged the claimant a fee of £12.20, described as a "disbursement fee".
- 4.2. The claimant paid this fee, since otherwise he wouldn't get his parcel.
- 4.3. UPS were paid by the consignor for the shipping, which necessarily involves dealing with customs and VAT. Therefore UPS *have* been paid for the work of VAT clearance and "disbursement", by the consignor. The fee amounts to UPS charging double.
- 4.4. UPS has no legal basis for charging this fee. There is no enactment, principle of common law, or contract, which supports this fee. The amount of the fee was arbitrarily and

unilaterally selected by UPS. UPS have been unjustly enriched by this fee.

- 4.5. Internet searches seem to suggest that levy of such fees by couriers is common. That does not necessarily mean it is lawful for UPS. The claimant's diligent internet searches have failed to find anyone who can explain their basis in English law. Presumably, UPS set the amount of the fee so that it is usually uneconomic to litigate to recover it.
- 4.6. The claimant claims return of the £12.20 "disbursement fee".

## **5. Analysis - harassment**

- 5.1. UPS and ControlAccount have unjustifiably and unexplainedly sent the claimant demands for money, and legal threats. This campaign of harassment appears to have been entirely automatic and gives every impression of being unstoppable.
- 5.2. There is no reasonable excuse for this course of conduct. Even if the claimant did owe some further VAT, UPS and ControlAccount didn't engage with the claimant's enquires about the amount, and continued to pursue the claimant even after the VAT had been (over)paid.
- 5.3. UPS and ControlAccount's behaviour is completely contrary to codes of practice about debt collection.
- 5.4. This behaviour constitutes harassment contrary to the Protection from Harassment Act 1997.
- 5.5. The claimant claims compensation for distress in the modest amount of £100.00.
- 5.6. The claimant claims an order forbidding the defendants from, without permission of the Court,
  1. Contacting the claimant about any alleged debts arising (directly or indirectly) from these matters ("any such debts"); or
  2. Making entries with credit reference agencies alleging that the claimant owes, or has failed to pay, any such debts.or such other order as the Court thinks just.

## **6. Costs**

- 6.1. UPS and ControlAccount's behaviour has been completely unreasonable. The claimant has attempted to avoid litigation, and attempted to communicate with UPS and ControlAccount. UPS and ControlAccount have simply ignored the claimant's communications. This litigation would have been avoided if UPS or ControlAccount had shown even a bare minimum of engagement.
- 6.2. Given that UPS and ControlAccount have behaved unreasonably, and, in accordance with CPR 27.14(2)(g): the claimant asks that he be awarded the full costs of this legal action, to be assessed on the summary basis.
- 6.3. Alternatively, the claimant claims the fixed costs of bringing the claim, £50 (from CPR 45.17 table 2), plus court fees and costs of attending any hearings.

## **7. Summary of claims**

- 7.1. The claimant claims £113.89, being:
  1. £1.49 overpaid VAT.
  2. £12.20 unlawful "disbursement fee".
  3. £100.00 compensation for distress due to harassment.
- 7.2. The claimant claims an injunction against further harassment, as set out in paragraph 5.6, or such other order as the Court thinks just.
- 7.3. The claimant claims costs of the action to be assessed on the summary basis, as per CPR 27.14(2)(g) (costs awards against a party who has behaved unreasonably). Alternatively, the claimant claims the fixed costs of the action, including the Fixed Commencement Costs and court fees, and costs of attending any hearing(s).

## **8. Statement of Truth**

- 8.1. I believe that the facts stated in these Particulars are true.