



(Disputes Tribunal Act 1988)
ORDER OF DISPUTES TRIBUNAL

District Court

[2023] NZDT 233

APPLICANT BL

APPLICANT QH

RESPONDENT T Ltd

The Tribunal orders:

T Limited is to pay QH and BL the sum of \$3,000.00 on or before 12 July 2023.

Reasons:

1. BL and QH engaged T Ltd to provide styling for their wedding. This included flowers, decorations, tableware, a Mandap, and seating. The price, including set up and pack down was \$3,000.00. They visited both the wedding venue and T Ltd studio and were shown mockups of the decorations and the Mandap. BL and QH paid in full and expected the styling team to do the set up between 8-11am on the day of the wedding. On the wedding day the styling team messaged to say they would be a few hours late. When the bridal party arrived at 2pm, only the Mandap was set up and nothing was decorated. While a few items were provided, but most were not as agreed. The venue was able to provide and set up some substitute decorations at the last minute.
2. BL and QH claim the sum of \$3,000.00 for a refund.
3. T Ltd did not attend the hearing or submit any defence to the claim. The absence of a party does not prevent the hearing from proceeding.

The issue to be determined is what amount, if any, BL and QH are entitled to.

4. If a party to a contract fails to fulfil its obligations under the contract, they are in breach of the contract. An innocent party who suffers a loss as a result of the breach may claim damages for their losses.
5. T Ltd did not provide most of what was contracted for. At the hearing QH presented a list of items agreed in the contract and explained what was actually provided. He submitted copies of the contract, correspondence, and several photographs to illustrate what was contracted for and what was provided. I accept the evidence and find that the majority of the contract was not fulfilled. While a Mandap was provided, it was not decorated as agreed. The seating was not as contracted, and inappropriate plastic stools were provided. The cutlery, table decorations and

other décor items were not provided either. I find that QH and BL are be entitled to damages for the items that were incorrect or not provided.

6. When it became apparent that T Ltd would not be able to fulfil the contract, the wedding party asked the venue for any items it had on site, that could be used to make the venue look less bare. The venue was able to provide some decorations, and these were set up immediately before the wedding. These did not create the look or atmosphere the couple had wanted for their wedding, but were an improvement on a bare, undecorated room.
7. QH and BL have been charged by the venue for these extra decorations, and as a result had to spent more than the \$3,000.00 they had contracted for with T Ltd. They are entitled to damages for the extra expense incurred on the day of the wedding. The extra expense they incurred is more than the value of the few items provided by T Ltd. However, as QH and BL have limited the claim to \$3,000.00, that is the total amount that may be ordered.

Conclusion

8. For these reasons T Ltd is to pay QH and BL the sum of \$3,000.00 by the date stated in the order.

Referee: K Rendall

Date: 21 June 2023



Information for Parties

Rehearings

You can apply for a rehearing if you believe that something prevented the proper decision from being made: for example, the relevant information was not available at the time.

If you wish to apply for a rehearing, you can apply online, download a form from the Disputes Tribunal website or obtain an application form from any Tribunal office. The application must be lodged within 20 working days of the decision having been made. If you are applying outside of the 20 working day timeframe, you must also fill out an Application for Rehearing Out of Time.

PLEASE NOTE: A rehearing will not be granted just because you disagree with the decision.

Grounds for Appeal

There are very limited grounds for appealing a decision of the Tribunal. Specifically, the Referee conducted the proceedings (or a Tribunal investigator carried out an enquiry) in a way that was unfair and prejudiced the result of the proceedings. This means you consider there was a breach of natural justice, as a result of procedural unfairness that affected the result of the proceedings.

PLEASE NOTE: Parties need to be aware they cannot appeal a Referee's finding of fact.

Where a Referee has made a decision on the issues raised as part of the Disputes Tribunal hearing there is no jurisdiction for the District Court to reach a finding different to that of the Referee.

A Notice of Appeal may be obtained from the Ministry of Justice, Disputes Tribunal website. The Notice must be filed at the District Court of which the Tribunal that made the decision is a division, within 20 working days of the decision having been made. There is a \$200 filing fee for an appeal.

You can only appeal outside of 20 working days if you have been granted an extension of time by a District Court Judge. To apply for an extension of time you must file an Interlocutory Application on Notice and a supporting affidavit, then serve it on the other parties. There is a fee for this application. District Court proceedings are more complex than Disputes Tribunal proceedings, and you may wish to seek legal advice.

The District Court may, on determination of the appeal, award such costs to either party as it sees fit.

Enforcement of Tribunal Decisions

If the Order or Agreed Settlement is not complied with, you can apply to the Collections Unit of the District Court to have the order enforced.

Application forms and information about the different civil enforcement options are available on the Ministry of Justice's civil debt page: <http://www.justice.govt.nz/fines/about-civil-debt/collect-civil-debt>

For Civil Enforcement enquiries, please phone 0800 233 222.

Help and Further Information

Further information and contact details are available on our website: <http://disputestribunal.govt.nz>.