clarke willmott

Strictly private and confidential
The Directors
KwikChex Limited
Exchange House
12-14 The Crescent
Taunton
TA1 4EB

Our ref: 00468559.1

3 April 2025

By Royal Mail Special Delivery by 9am
And Email: info@kwikchex.com

Private and Confidential – Not For Publication

Dear Directors,

Our Client: Seasons Holidays PLC
Preliminary Notification

1. This is our client's preliminary notification under the Practice Direction on Pre-Action Conduct **("PDPAC**") contained in the Civil Procedure rules. A copy of the PDPAC is enclosed at **Annex 1** of this letter.

2. As litigation is reasonably in contemplation between our client and you, you are obliged to keep and maintain all disclosable documents which are in your possession and control, whether in hard copy or electronic format. Any failure to do so is punishable as a contempt of court.

3. We strongly advise that you take independent legal advice in respect of the contents of this letter.

4. In summary:

    a. Our client is investigating the potentially defamatory comments published by you on your website in the article entitled *"Devastated – vulnerable investors express their dismay over the failed promises of Seasons Holidays*" ("**the Defamatory Statement")**
    b. As litigation is reasonably in contemplation, you should now take steps to preserve evidence as outlined below

Background

5. Our client is Seasons Holidays PLC **("SH"),** a company registered in England and Wales under company number 03283015 and whose registered address is Wynchgate House Woodlands Lane, Bradley Stoke, Bristol, BS32 4J. SH was incorporated on 25th November 1996 but has been trading since 1983.

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6. SH is a preeminent and highly respected and successful holiday company which specializes in resort development and management. It operates a number of holiday resorts throughout the UK and abroad, with a £50m turnover. Its business model is based on a 'membership' where individuals purchase a share in their holiday lodges for a period of time. At the end of their committed period, they are entitled to a share in the value of their lodge. Our client presently has in the region of 14,000 members. Throughout its history SH have striven to provide the best possible service and conducted its business in an ethical and customer-oriented fashion

7. You are a company registered in England and Wales under company number 07376192 and provide consumer investigation services.

Your Recent Article

8. Our client attaches a copy of the Defamatory Statement.

9. We note in particular that you allege that:

    a. our client takes an unfair advantage over "*vulnerable investors*" who are pressurized into attending face to face-to-face meetings by our client's" *coercive tactics*"

    b. *"hundreds of millions of financial detriment and extreme stress have been caused by misrepresentations, unethical sales practices, and in several cases, outright fraud*"

10. Contrary to the position portrayed in the Defamatory Statement, in fact, the true position is that our client:

    a. has an excellent and unblemished trading reputation as a trusted holiday company built over many years of satisfying their customers and providing value for money
    b. conducts all its negotiations in a fair and transparent manner.
    c. prides itself in making the cornerstone of its untarnished reputation the provision of holiday services using transparent and fair pricing.
    d. does not seek to prevent customers from terminating their contracts lawfully in the prescribed manner.
    e. does not and has never employed bullying or coercive tactics to gain a commercial advantage
    f. does not and has never responded to legitimate customer complaints in a spiteful and peevish way
    g. has never carried out corrupt and underhand business practices to unfairly undermine its customers and rip them off to gain an underserved commercial advantage
    h. has not made misrepresentations to secure a financial advantage
    i. has never employed "coercive tactics" with its customers
    j. has never committed fraud
    k. has on numerous occasions released vulnerable customers from their contractual obligations for compassionate reasons.

11. We consider the Defamatory Statement potentially demonstrates a coordinated campaign by you and others with the predominant purpose of causing financial damage and injury to our client's legitimate business interests and damage our client's trading reputation.

12. Our client remains willing to discuss and seek to resolve the issues mentioned in the Defamatory Statement with the individual customers with whom you have spoken, upon the disclosure of their names to us.

Our request for disclosure from you

13. In furtherance of the PDPAC and the duty for parties to cooperate, we invite you to provide full disclosure of all disclosable documents relevant to the contents of this letter and the issues arising from it.

14. CPR 1.3 requires a party to assist the court to further the overriding objective. This means that a litigant should act in a co-operative, proportionate and reasonable manner during the litigation process to minimise costs.

15. In relation to disclosure, a litigant has specific duties to:
    a. preserve relevant documents
    b. make a reasonable search for relevant documents
    c. co-operate in the disclosure process, and
    d. disclose relevant documents at an early stage.

16. In a matter such as this, relevant disclosable documents could include any letter, email, SMS, WhatsApp or other digital message between you and any third party in which you discuss the bringing of a claim against Seasons Holidays by any party or in which defamatory or derogatory statements are made in relation to Seasons Holidays.

Our client's loss.

17. If the cause of action under investigation is established, our client could potentially be entitled to damages, including aggravated damages and the loss of profit caused by your unlawful interference with its business interests.

18. In addition, our client may seek damages for the continuing impact on its future profits as a result of any conspiracy to injure and the consequential impact on its reputation.

Next Steps

19. We hereby give you notice of our client's intention to serve upon you without further notice a Letter of Claim under the Pre-action Protocol for Media and Communications Claims Paragraph 3.2. This will involve our client incurring substantial additional legal costs which it will seek to recover from you in any event.

20. We therefore invite you by:

    a. 4pm on 9th April 2025 to confirm that you have withdrawn the Defamatory Statements from your website and from all of your company literature and social media postings
    b. 4pm on 16th April 2025 to:
        i. confirm that the Defamatory Statement was false, has been withdrawn and provide a copy of that retraction.

ii. confirm that you have also notified all third parties to whom you have made similar defamatory statements about our client that these statements were false and have been withdrawn and provide a copy of that retraction.
iii. undertake not to repeat these or any other defamatory comments about our client using a form of words agreed by us.
iv. provide full disclosure of all similar defamatory comments made by you about our client since April 2024.
v. publish an apology on your website in a prominent position using a form of wording agreed by us,
vi. confirm the damages you are prepared to pay our client to compensate it for the damage to its reputation; and
vii. confirm that you will pay our client's financial losses arising from the Defamatory Statement including its lost profit and legal costs.

21. In the absence of such a response, all our client's rights remain expressly reserved, including the right to apply to the High Court for injunctive relief to prevent continued publication of defamatory statements by you and further damage to our client's reputation.

Disclosure of Documents

22. When responding we expect you to disclose any documents relevant to your response, including in particular details of all emails WhatsApp or SMS messages and statements made by you or third parties.

23. In addition, as litigation against you is reasonably contemplated, you are required to preserve all documents and evidence relevant to these intended proceedings including for example WhatsApp or SMS messages. You may not destroy, delete or remove any documents communications or records whether these are in your possession or control or otherwise and if you are subsequently unable to produce these documents in court proceedings this may amount to Contempt of Court.

24. In the meantime, all our client's rights remain strictly reserved.

Yours faithfully

Clarke Willmott LLP

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