

Our Ref: DEF/C/78312/192/DEF
Your Ref: P26163

CONTESTED DEFENCE/CC
LLOYDS CHAMBERS
19-21 SEAVIEW ROAD
WALLASEY
CH45 4TH
All calls may be recorded
and monitored
Tel : 0151 630 8075
Fax : 0151 630 8076
Fax :

MR CARPET LIMITED
32 RIVERSIDE ROAD
LONDON
SW17 0BA
FAO DAVID GUYAN

V.A.T. REG No: GB 319 8963 09
DX20063 WALLASEY
defence@thomashiggins.com

22/07/2015

Dear Sirs,

Re : MR CARPET LIMITED V MR DARREN TEASDALE
A/c: P26163
Case No. : B7AA14N6

We enclose a copy of the Defence filed by the Debtor at the Court. The Court has imposed a strict time limit within which we must inform the Court whether or not you wish to continue with this matter, failing which your claim will become stayed (frozen). Where the date is not attached, this will follow shortly under separate cover. Whilst you may disagree that the contents of the enclosed document actually amounts to a Defence to your Claim, unfortunately the Court have accepted and treated the enclosed as being a Defence. Therefore you must deal with the matter in some way. Should you decide to proceed to a Small Claims Hearing you will have your opportunity at the hearing to put forward your response/evidence in respect of your Claim.

Responding to the Defence and your instructions

If you would like to respond to any allegations which your debtor has raised in the Defence at this stage, particularly if you believe that by doing so this will help to resolve any outstanding issues, you can send your response and any supporting evidence directly to your debtor. We would ask that you provide us with a copy of your response advising which of the following options you prefer;

Options:

1. Negotiate a compromise (please note a compromise is an offer to accept a lesser sum than has been claimed).

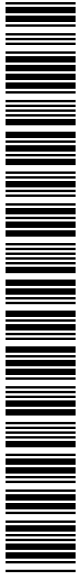
Where there is a dispute we are duty bound to advise you that there are other methods of attempting to resolve the matter, rather than litigating it through the Courts. These include mediation or some other alternative dispute resolution (ADR), arbitration or other formal processes. Indeed, there may be costs sanctions where a party unreasonably refuses to go through ADR. We enclose a leaflet that explains this process in more detail.

and/or

2. Proceed to a Small Claims Hearing (as the debt is under £10,000.00);

Small Claims is uncomplicated and informal and designed for litigants in person. The Court encourages the parties to act without representation and limits the costs you can recoup if you are successful. Please note; **with the exception of the issue costs shown upon the Claim Form and Hearing fee any additional costs incurred from hereon will NOT be recoverable.** Therefore you can;

- (i) Take over the file and deal with the hearing personally; or
- (ii) Pass the file to alternative Solicitors if you prefer to remain legally represented (please bear in mind the costs restrictions). A second letter (attached) explains the reasons why we will be unable to continue with this matter.



If you wish to be legally represented we can advise you of a commercial firm of Solicitors based local to ourselves being; the Keith Jones Partnership 0151 650 6830. However their costs are likely to be between £750 - £1850 + vat depending on the value of your Claim.

3. Close the file.

If you fail to respond by the reply date this matter will become stayed and the following charges will apply to apply to re-instate the case; a non-recoverable Court fee of £155.00 plus this firm's costs of £40.00 plus VAT. Additionally we must give the reason for not proceeding within the time period set originally. If the Judge feels the reason for the delay is unreasonable the application will fail.

Therefore, time is of the essence and we urge you to give us your instructions by return.

Enc:

**Defence
Reply Form
ADR leaflet**

Yours faithfully

Thomas Higgins Partnership

THE THOMAS HIGGINS PARTNERSHIP

NCO



Notice that Defence has been filed (CCBC)

Page 1 of 2

To the claimant/solicitor for the claimant

THE THOMAS HIGGINS PARTNERSHIP (1635)
LLOYDS CHAMBERS
19 - 21 SEAVIEW ROAD
WALLASEY
CH45 4TH

1635

Defences have been filed today under the following claim numbers. Defences submitted manually are attached; those submitted electronically are NOT attached: please retrieve copies from Money Claim Online (MCOL).

For each case listed, please inform this office whether or not you wish to proceed with the claim in writing to reach here by 22nd August 2015. You must also send a copy of your reply to the defendant.

If you disagree with the defendant and wish to proceed with your claim, this office will contact you and tell you what to do next. If the defendant lives in, or carries on business in another court's area, the claim may be transferred to that court.

If you do not notify this office by the above date, your claim will be stayed. The only action which you will be able to take will be to apply to a judge for an order lifting the stay, for which there is a fee payable.

Dated 20th July 2015



Claim Form

DEF

Claimant

MR CARPET LIMITED
32 RIVERSIDE ROAD
LONDON
SW17 0BA

Address for sending documents and payments (if different)

THE THOMAS HIGGINS PARTNERSHIP
LLOYDS CHAMBERS 19 SEAVIEW RD
WALLASEY, MERSEYSIDE
CH45 4TH

0151 514 2109
MJCB/78312/192

Defendant

MR DARREN TEASDALE
15 CLOCKHOUSE PLACE
OFF LYTTON GROVE
LONDON
SW15 2EL

2416

Particulars of Claim

The Claimant claims (1) debt of 191.5 arising from agreements for goods and services particulars of which appear in invoice(s) from March 2015 and (2) interest pursuant to S.69 of the County Court Act 1984
INTEREST PARTICULARS
Inv 040039 dated 29/03/15 due 01/05/15 amount 191.5 42 days@8% 1.68
And the Claimant claims continuing interest under S.69 County Courts Act 1984 @8% from the date hereof to the date of judgment or sooner payment at the daily rate of 0.04
And the Claimant claims sum of 193.18

The Claimant believes that the facts stated in this claim form are true and I am duly authorised by the claimant to sign this statement

signed Thomas Higgins

(Claimant)(Claimant's Solicitor)
XXXXXXXX

NICPC Claim form (04.14)

In the
COUNTY COURT BUSINESS CENTRE

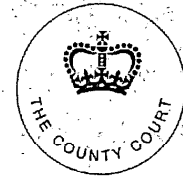
Claim No. **B7AA14N6**

Issue Date 15 JUN 2015

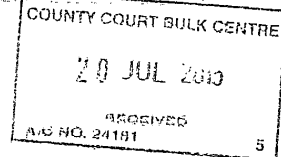
Court Address 1635

COUNTY COURT BUSINESS CENTRE
4TH FLOOR ST KATHARINE'S HOUSE
21-27 ST KATHARINE'S STREET
NORTHAMPTON
NN1 2LH

Court telephone number: 0300 123 1056



Defendant



Important Note

- You have a limited time in which to reply to this claim form
- Please read all the guidance notes on the back of this form - they set out the time limits and tell you what you can do about the claim
- You can respond to this claim online. Log on to www.moneyclaim.gov.uk
- You will need the claim number (see above) and the following password wD47QV9m

£

Amount claimed	193.18
Court fee	25.00
Solicitor's costs	50.00
Total amount	268.18



Defence and Counterclaim (specified amount)

- Fill in this form if you wish to dispute all or part of the claim and/or make a claim against the claimant (counterclaim).
- You have a limited number of days to complete and return this form to the court.
- Before completing this form, please read the notes for guidance attached to the claim form.
- Please ensure that all boxes at the top right of this form are completed. You can obtain the correct names and number from the claim form. The court cannot trace your case without this information.

How to fill in this form

- Complete sections 1 and 2. Tick the correct boxes and give the other details asked for.
- Set out your defence in section 3. If necessary continue on a separate piece of paper making sure that the claim number is clearly shown on it. In your defence you must state which allegations in the particulars of claim you deny and your reasons for doing so. **If you fail to deny an allegation it may be taken that you admit it.**
- If you dispute only some of the allegations you must
 - specify which you admit and which you deny; and
 - give your own version of events if different from the claimant's.

In the COUNTY COURT BUSINESS CENTRE
1635

Claim No.	B7AA14N6
Claimant (including ref.)	MR CARPET LIMITED MJCB/78312/192
Defendant	MR DARREN TEASDALE

- If you wish to make a claim against the claimant (a counterclaim) complete section 4.
- Complete and sign section 5 before sending this form to the court. Keep a copy of the claim form and this form.

You may be able to get free legal advice. Go online at www.gov.uk/legal-aid for further information.

1. How much of the claim do you dispute?

- I dispute the full amount claimed as shown on the claim form
or
 I admit the amount of £

If you dispute only part of the claim you must **either**:

- pay the amount admitted to the person named at the address for payment on the claim form (see How to Pay in the notes on the back of, or attached to, the claim form). Then send this defence to the court

or

- complete the admission form and this defence form and send them to court.

I paid the amount admitted on (date)

or

I enclose the completed form of admission

(go to section 2)

2. Do you dispute this claim because you have already paid it? Tick whichever applies

- No (go to section 3)
 Yes I paid £ to the claimant on (before the claim form was issued)

Give details of where and how you paid it in the box below (then go to section 5)

3. Defence

RETENTION DUE TO DEFECTS, 3 PAGES OF DEFENCE ATTACHED
ALSO INDIRECT COST INCURRED AS RESULT OF POOR FITTING
PLEASE SEE ATTACHED

Defence (continued)

Claim No.

4. If you wish to make a claim against the claimant (a counterclaim)

If your claim is for a specific sum of money, how much are you claiming? £

I enclose the counterclaim fee of £

My claim is for *(please specify nature of claim)*

- To start your counterclaim, you will have to pay a fee. Court staff will tell you how much you have to pay
- You may not be able to make a counterclaim where the claimant is the Crown (e.g. a Government Department). Ask at your local county court office for further information.

What are your reasons for making the counterclaim?
If you need to continue on a separate sheet put the claim number in the top right hand corner

RESERVE RIGHT TO ISSUE SEPERATE COUNTER CLAIMS. AS Mitigation offer made on costs. f

5. Signed

(To be signed by you or by your solicitor or litigation friend)

~~*(I believe)~~ ~~(The defendant believes)~~ that the facts stated in this form are true. *I am duly authorised by the defendant to sign this statement

**delete as appropriate*



Position or office held
(if signing on behalf of firm or company)

Defendant's date of birth, if an individual

Date

Give an address to which notices about this case can be sent to you

15 CLOCKHOUSE PLACE
LYTTON GROVE
PUTNEY
LONDON
Postcode *SW5 2EJ*

If applicable	
Telephone no.	<i>07768 281291</i>
Fax no.	
DX no.	
e-mail	

Defence (Claim No. B7AA14N6)

Mr Carpet [Jack Barton] visited the property in February 2015 to measure up and discuss underlay's at which point he was made aware of the "firm feel" I required underfoot – only texture differentiation, as Main living areas and kitchen – Solid oak flooring, Bathrooms Porcelain flooring, Bedrooms needed to be firm underfoot with texture carpet.

Carpet Deposit 50% Paid 14th March 2015

Carpet fitted on 26th March 2015

Mr Carpet advised fitting not satisfactory; ill fitting around 31st March 2015

Mr Carpet fitters returned on 7th May 2015 to make good the installation as the carpet in both bedrooms was not fitted properly and had a floaty feeling and was not firm under foot

Carpet was tightened in both the 2nd bedroom and Master Bedroom and about ½" along the sides was removed and the carpet tightened

The Carpet was firmer under foot in 2nd bedroom after this exercise

Carpet still feels floaty and not firm under foot in Master Bedroom – Mr Carpet was advised of this on and before 16th May 2015

On 16th May 2015 a further payment of £200 on a/c was made in "good faith" after the fitters had been to tighten the carpet and I advised [Jack Barton] I was holding the balance as retention until the remaining work was put right. I was not satisfied with the fitting of the carpet in the Master Bedroom.

Mr Carpet arranged an Inspection visit for [Nigel Symonds] to attend on 21st May 2015

Mr Carpet made an offer to replace underlay in both bedrooms, after a visit to the property to inspect the carpet by [Nigel Symonds] on 21st May 2015

The offer of £120 to be paid by DRT in cash to the fitters and different underlay to be supplied FOC by Mr Carpet

DRT responded advising he was happy with carpet as fitted in 2nd bedroom, This was stated to [Nigel Symonds] on the Visit to the property on 21st May 2015

Mr Carpet responded saying the revised offer was for DRT to pay £70 in cash to the fitters and Mr Carpet was to supply the replacement underlay

DRT asked Mr Carpet to confirm that: [email attached (A)]

- The underlay they advised as a replacement will resolve the problem I have that the carpet is floaty and does not give the feel and support discussed. As previously discussed with [Jack Barton] at point of purchase.
- What dates the fitters would be available to rectify this defect.

To avoid protracted dispute and further waste of Courts time DRT is prepared to offer to settle this matter at the amounts paid to date and use the retention to cover rectification costs and out of pocket expenses and not issue a counter claim for costs of lost holiday in full and final settlement of this action.

Mr Carpets would have to bear the unnecessary cost it has incurred in issuing the Court proceedings.

From: "Putney Branch (Mr Carpet)" <putneybranch@mr-carpet.co.uk>
Date: 3 June 2015 19:33:24 BST
To: "Darren Teasdale" <darren_teasdale@yahoo.com>
Cc: "Head Office" <headoffice@mr-carpet.co.uk>
Subject: RE: Carpet inspection / Outstanding balance for P26163

Dear Darren,

After receiving your latest email I have spoken with my Head Office and they have instructed me to inform you that due to your continued refusal to settle, the now long overdue balance payment from the original installation, they are withdrawing their offer to replace the underlay free of charge with immediate effect & they will be placing the matter in the hands of our solicitors to recover your debt without entering into any further correspondence with you.

As this matter will now been passed over to our legal representatives, other than to settle the outstanding balance, please do not contact me (or any other Putney branch staff member) to discuss this any further as the matter it is now out of our hands.

I'm very sorry that we was unable to settle this matter amicably between us, as I do feel that given the circumstances our offer to replace the underlay free of charge was a fair & reasonable.

Kind regards
Nigel

From: Darren Teasdale [mailto:darren_teasdale@yahoo.com]
Sent: 03 June 2015 15:23
To: Putney Branch (Mr Carpet)
Subject: Re: Carpet inspection / Outstanding balance for P26163

Hi Nigel

Could you confirm that the underlay you advise as a replacement will resolve the problem I have that the carpet is floaty and does not give the feel and support we discussed. As previously discussed with Jack.

That I want to feel a firm carpet underfoot and feel the carpet texture.

Could you also confirm dates the fitters would be available to rectify this defect.

I appreciate the offer of shared costs. I feel a figure of £50 would be more appropriate.

Would the fitters be supplying me with a receipt?

Kind regards
Darren Teasdale
Mob: 07768 281 291

Sent from iPhone

To: Putney Branch (Mr Carpet)

Subject: Re: Carpet inspection / Outstanding balance for P26163

Hi Nigel.

Is this for the replacement of the underlay in both rooms or just the main bedroom.

What is the fitters hourly rate?

What type of underlay is being fitted and will that make the carpet firmer under foot?

Kind regards

Darren Teasdale

Mob: 07768 281 291

Sent from iPhone

Subject: Carpet Rectification works at 15 Clockhouse Place - Instructions to proceed

From: Darren Teasdale (darren_teadale@yahoo.com)

To: info@wimbledonfloors.co.uk;

Date: Friday, July 17, 2015 11:57 AM

Dear Sir

Further to your visit on 14/07/15 I am happy to proceed with the works as advised to rectify the Carpet in the Master Bedroom for the sum of £100 as agreed

Please would you advise of dates when you will be available to carry out said works.

I look forward to hearing from you in the near future

Thank you for your assistance in this matter

Kind regards

D

Darren Teasdale
Mobile : +44(0)7768 281 291



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Prolong The Lifespan Of Your Carpet

Carpets can be a very large and expensive investment, and if you do not take care of them you could find yourself having to shell out large amounts of cash to replace them prematurely. Just like any of the other furnishings in your home, your carpets need a little maintenance to keep them protected against any potential wear and tear or damage.

You might be surprised to learn just how many years of life can be knocked off your carpet by neglecting its maintenance. However, it really is just common sense. Imagine if you didn't maintain your car or other possessions, you might now understand how a lack of maintenance can lead to a reduced lifespan.

It is important, especially if you have invested heavily into your carpets, that you consider setting up a regular carpet maintenance program to keep its value and effectiveness. A simple carpet cleaning schedule can add years to the life of your carpets, saving you a lot of money in the long term.

If you are establishing a maintenance program, it is strongly recommended that you find a carpet cleaner that specialises in steam (otherwise known as hot water extraction) cleaning. The reason for this is that other methods of professional carpet cleaning do not efficiently clean your carpets and can cause long term damage. Steam cleaning is the only method of carpet cleaning to be recommended by all industry bodies including such as the Institute of Inspection, Cleaning and Restoration Certification (IICRC) and National Carpet Cleaners Association (NCCA), and all carpet manufacturers.



The projected lifespan of a carpet that is never cleaned is 3 years. If you are the sort of person that fits in professional steam cleaning now and again, when the carpet is dirty you can expect your carpet to last around 7 years. Carpets that are cleaned in line with an established schedule can last up to 11 years or more.

Consider the number of rooms in your home, the number of rooms that have carpet, and how much each room cost to carpet.

For arguments sake, we will use the example of 5 carpeted rooms, each costing approximately £250. That's a total of £1250 to carpet your home, over a 15 year period, if you do not ever obtain professional carpet cleaning, you can expect to replace your carpets 5 times, at a total cost of £6250, whereas on a cleaning schedule, you would only replace these carpets once in 15 years – a saving of £5000!

Perhaps now you will understand why it is so worthwhile to ask a professional carpet cleaning company to set up a regular maintenance programme to clean and care for your carpets.

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