

Mr D Teasdale
15 Clockhouse Place
London
SW15 2EL

25th July 2015

Dear Mr Teasdale

Re: Carpet order P26163 – 14th March 2015 – Installed on 26th March 2015

I am writing in response to your defence submitted to Thomas Higgins and would like to point out we strongly dispute your claim that either the carpets or materials were defective and we also dispute strongly that you always said you required a firm feeling underfoot.

We stock six different types of underlay and the underlay you selected is the underlay that has the softest underfoot feel of all the underlays we stocked. You will see from the documents enclosed you selected the underlay after they were bought to your home. Had you stated from the start your requirement for a firm underlay we would never have provided samples or quoted for "luxury feel" underlays as part of the options on the estimate.

I can also confirm that we were only made aware you were unhappy with the carpets during a telephone conversation on the 8th April (this conversation was initiated by Jack requesting the outstanding balance) which was nearly 2 weeks after the original installation. This was also after we had left an earlier answer phone message requesting the overdue balance on 1st April. We left a message on the 9th April with a proposed date for the fitter to return and stretch the carpets as requested but we received no further contact from you until your letter dated 15th April. In this letter you did state if the carpets were stretched you would then pay the balance. **Prior to the 8th April we had received no contact from you regarding the installation.**

We sent a fitter to site on 7th May 2015 (the earliest mutually convenient date that we could provide a fitter to site at 8am as requested by you). Who stretched the carpets but I again dispute your claim he removed ½" along all edges but he did stretch and remove a very narrow strip from one end. This procedure is not unheard of during the installation of carpets.

I have listed the documents we will be producing as evidence if you wish to proceed with your claim. I should point out that we will pursue this balance in court if necessary and prolonging this matter will no doubt increase costs which we also reserve the right to recover.

I think it is also important to remind you that when Nigel Symonds inspected the installation on 21st May 2015 and informed you that the carpets were fitted correctly and there were no material or fitting defects (**he also took photos of the installation at this time which we will produce in court if required**) but observed that you were probably dissatisfied with the feel underfoot due to your choice of underlay and offered a free replacement of the materials if you made a contribution for the associated labour costs. He also offered to carry out this work at a reduced figure if you paid the fitter direct and he pointed out that the fitter was unable to accept a debit or credit card for his service.

Documents enclosed

Doc 1 – Estimators instruction sheet – See highlighted note re taking carpet and Underlay samples to site **for you to select the underlay preferred after walking on the samples**. The estimator was Jack Barton.

Doc 2 - Estimate dated 5th February 2015 – See highlighted note re options to change underlay from 42oz felt (firm underlay) to a PU foam underlay or a **luxury** PU foam underlay. Estimate was prepared by Jack Barton after his site visit.

Doc 3 – Order confirmation dated 14th March 2015 which was sent after your visit to our showroom to place your order on 14th March 2015. The order was placed with Nigel Symonds (Putney branch manager) who discussed the options on the estimate and at no point then did you mention that you wanted a “firm feel” and you selected the Luxury PU foam underlay which was the dearer option of the 3 underlay choices estimated.

Doc 4 – Mr Symonds email dated 26th May verifying his findings during his site visit on 21st May 2015. This email also contained the conditions of our offer to supply a different underlay free of charge for the materials required (the existing underlay could not be re used by us again as this would be damaged removing it from your floor as it is fixed with staples and will make holes in the underlay when uplifting hence we asked for a contribution to the labour costs as we had provided the underlay you selected and had no legal liability to offer an alternative.)

Doc 5 - your email dated 3rd June (8 days after our email of the 26th May) where there was no mention of the balance being paid as per the terms of our offer.

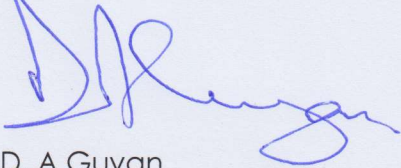
It was at this point that we felt this was a further delaying tactic and we were unwilling to spend more management time dealing with a totally unjustified complaint but we would now have to consider this as a bad debt and take action to recover the debt.

After sending an overdue statement from our head office on the 29th May we instructed Thomas Higgins to send a 7 day letter on 4th June 2015. This letter advised additional costs would be incurred if the matter proceeded further. We heard nothing in response to the statement or the 7 day later so we instructed Thomas Higgins to issue court proceedings on the 15th June (11 days later) and received no further contact until we were advised you had submitted a defence to the courts after receiving the summons. This defence was dated by you as the 16th June but not received by Thomas Higgins until after this date.

I would also like to point out that while you provided a copy of your email to Wimbledon floors dated 17th July it does not detail the work they would be carrying out. I also note that there is no report of their findings relating to the installation and further more I was not aware of Wimbledon Floors as a competitor in the carpet industry. We have never found ourselves quoting against them despite Mr Carpet Ltd having 4 branches in SW London and actively trading since 1983. I did look up their website and while they mention they can supply carpets their website is dedicated to wood flooring. I therefore question their expertise when it comes to carpet installations and any court would need an experts report to substantiate your claims.

In conclusion in light of the above facts we still require the balance of £191.50 plus the court costs we have incurred since the 7day letter advising you of intention to recover the bad debt of £75.00 plus interest totalling £268.18. Only a payment of this figure will halt further proceedings. Please note this is not negotiable as you have a perfect carpet expertly fitted and we have made a more than generous offer to rectify your mistake in your underlay selection which you declined to accept in a timely manner. This good will offer has now been withdrawn. I think it is also important to point out the contribution we were requesting was less then the figure in your email to Wimbledon flooring for the costs (I presume) to replace the underlay.

Yours faithfully



D. A Guyan
Managing Director Mr Carpet Ltd

Teasdale at 15 Clockhouse Place

Date of Measure: Thu, 29 Jan 15

At: 10-11am

Site Address:

15 Clockhouse Place

Customer Address:

15 Clockhouse Place

LONDON

SW15 2EL

LONDON

SW15 2EL

Mobile
07768-281291

Home

Office

Email:
darren_teadale@yahoo.com

Areas to be done and Description of Measure

2 Bedrooms for Reed '848'. Approx 8' x 9' & 12' x 10' (6.40 x 4.00m reserved on PR3461)

CANCELLED
(too small)

7.00 x 5.00m - PR 3472

Instructions and Estimators comments

Quote 42oz felt + foam options.

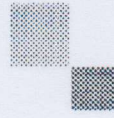
MustRead

TAKE CARPET & UNDERLAY LARGE SAMPLES

Doc 2: - Estimate.

Fit 24/3 - (PM)

Mike



mrcarpets

DESIGNS FOR FLOORS

Mr Darren Teasdale
15 Clockhouse Place
London
SW15 2EL

70 Lower Richmond Road
Putney, London
SW15 1LL
Tel Nr: 020-8789-3133
Fax Nr: 020-8780-2140

5th February 2015

Quotation

2 Bedrooms

To supply Reed 'Clearance', 100% Synthetic carpeting,
5 metre wide, Colour: 848 @ £9.00m² (Originally £20.00m²),

Luxury
PU Foam

42oz Felt underlay & Paperfelt Interliner to be laid beneath,

Fitting to same, re-using existing gripperod fixings,

Existing doorbar to Bathroom & wooden thresholds to Hallway to remain,

Move furniture as necessary (**customer to remove all small items & personal belongings from areas, empty chests of drawers & clear any units that will need to be moved**),

Price for uplift & disposal of existing materials shown separately below.

Normal Retail Price	£ 1,054.30
Less Promotional Discount	-£ 385.30
Discount Price (Valid to end of current month)	£ 669.00 ✓

OPTIONS

Add uplift & dispose of existing carpets & underlay	+ £60.00 ✓
Change underlay to PU Foam	+ £24.00 X
Change underlay to Luxury PU Foam	+ £54.00 ✓

All prices include VAT @ 20%

Total = £783.00

Please Note

Our fitters do not trim doors, therefore please ensure that all doors have sufficient clearance for your chosen carpet & underlay prior to the installation.

Payment terms

50% Deposit payable with order & balance due on or before 1st day of installation (or 1 month after order placed if the fitting is delayed at customer's request).

Order subject to terms & conditions printed overleaf.

£391.50
Paid by Visa
on 14/3/15

DOC 3: - ORDER CONFIRMATION.

Mike

26/3 - 2nd Call

Approx 1-3pm

Ring on Way

Re-structure

7/5 - 1st Call

By 8am

ADVISED COST
IN VOICEMAIL

ORDER P26163

Mr Darren Teasdale
15 Clockhouse Place

LONDON
SW15 2EL

Home: N/P
Mobile: 07768-281291

Customer's ref: None

Delivery Address:

15 Clockhouse Place
Off Lytton Grove
LONDON
SW15 2EL

Office: N/P
Fax:

Order Date: 14/03/2015

Order Confirmation

Subject to Terms And Conditions overleaf - please check all details and advise of any discrepancies immediately.

2 Bedrooms

To supply Reed 'Clearance', 100% Synthetic carpeting, 5 metre wide, Colour: 848

Luxury PU foam underlay & Paperfelt Interliner to be laid beneath,

Fitting to same, re-using existing gripperod fixings,

Existing doorbar to Bathroom & wooden thresholds to Hallway to remain,

Move furniture as necessary (**customer to remove all small items & personal belongings from areas, empty chests of drawers & clear any units that will need to be moved**),

uplift & dispose of existing carpets & underlay

Please Note

The fitters do not trim doors, therefore please ensure all doors are trimmed to the correct height prior to the installation.

Fitting Date

Thursday 26th March 2015 (PM)

£391.50 Deposit paid by VISA on 14/3/15

£391.50 Balance payment due on or before 1st day of installation or 1 month after order placed if the installation is delayed at the customer's request.

LEFT VOICEMAIL - 12:54 - 1/4/15 + 16:00 - 9/4
8/4 BEEN AWAY, OUT & ABOUT - NEEDS STRETCHING - (EARLY MORN?) - CALL BACK TO ADVISE TIME/DATE
LEFT VOICEMAIL 14:20 - 17/4 - TO BOOK IN DATE ON RETURN CALL

Net Order Value	652.50
VAT at 20%	130.50
Total Order Value	£783.00

Putney Branch (Mr Carpet)

From: Putney Branch (Mr Carpet) [putneybranch@mr-carpet.co.uk]
Sent: 26 May 2015 20:19
To: 'Darren Teasdale'
Cc: 'Head Office'
Subject: RE: Carpet inspection / Outstanding balance for P26163

Hi Darren,

Further to our meeting last Thursday I have now had a chance to discuss your order with my MD at some length and would like to confirm the following:-

1. The carpet & underlay installed by us on 26th March are the correct quality & colour that you ordered and they match those detailed in both our quotation dated 5th Feb & our Order Confirmation dated 14th March.
2. In my professional opinion of some 33 years, I believe the carpets to be fitted extremely well & following the successfully re-stretching carried out on 7th May I believe them to be adequately stretched fitted tightly around the edges.
3. Regarding your dislike of the 'soft feel' of the 'Luxury PU Foam' underlay that has been installed, I have spoken with 'Jack' & his recollection is that this was your preferred choice from the range of samples he presented to you when he met with you at your home on 29th January and it was also the underlay that you specified when placing your order from the options offered in our quotation.

In light of the above I cannot agree that there are any grounds for you to continue to hold back the remainder of the final payment that was due upon completion of the installation on 26th March & I therefore respectfully request that you settle the outstanding balance of £191.50 without further delay.

However, as the underlay you selected does not provide you with the desired feel that you would ideally prefer, as a gesture of goodwill and 'WITHOUT PREJUDICE' we would be prepared to send the fitters back to lift the carpets & replace the Luxury PU Foam underlay with 42oz Felt providing that you pay the additional labour cost. In order to keep this additional labour cost to a minimum we would have no objection to you paying the fitters directly & if this were the case we estimate the additional cost would be in the region of £120.00. This offer is conditional on the final payment being received without further delay and we would require your acceptance to pay the additional labour charge directly to the fitters upon completion in writing before a re-fitting date could be scheduled. If you would prefer to have Luxifelt crumb rubber / combination underlay installed instead of the 42oz felt underlay we would ask you to pay the difference in price between these 2 underlay which for the 2 bedrooms would work out at an additional £64.80 (This amount would be payable to Mr Carpet Ltd in advance of the re-fitting).

I confirm that this is our final offer and I hope this will enable us to settle this matter amicably between us.

Kind regards
Nigel

Mr Carpet Ltd
70 Lower Richmond Road
Putney
SW15 1LL
T: 020 8789 3133
F: 020 8780 2140
E: putneybranch@mr-carpet.co.uk

Winners 2013 - Interiors Monthly - Best Carpet Retailer 3+ Stores

26/05/2015