

Mr Horrie
1 Shrewsbury Avenue
London
SW14 8JZ

28th November 2011

Without Prejudice

Dear Mr Horrie

Reference: Carpet ordered from our East Sheen Branch – Order no: S27867

I have been in conversation with the three members of my staff who had dealings with you yesterday over the installation of carpets to your bedroom, stairs & landing. I have been informed by Richard Clough (Sheen branch manager) that you have instructed him not to charge the balance of £799 to your credit card despite the works being completed and the balance falling due yesterday as per the terms of our contract. Your instruction now makes you in breach of our contract. We did complete all the works to your satisfaction as I have been informed by Charlie who was the fitter who completed the work in your home yesterday.

I must say that however we ended up in this situation we found ourselves in yesterday I cannot tolerate the rudeness my staff had to suffer while trying to resolve the issue that only came to light after the removal of existing flooring and as a responsible employer I cannot tolerate bullying regardless of the cause of the situation even from a paying customer. My staff are after all human beings and should be treated accordingly. They have all worked for me for many years and I have never had a situation like this where they are all refusing to return to a home or talk to a customer.

I have instructed all my staff at our East Sheen branch to not enter into any conversations re this order and if you enter our branch for any reason I have asked them to ask you politely to leave. So to avoid any further embarrassment I suggest you only communicate with me re the payment of your balance.

For the record Mr Carpet does not accept any responsibility for the fact that only after removing the existing underlay did we realise the sub floor could be improved and we offered you the option of repairing the sub floor to increase the life of the carpet prior to fitting of the carpets. We subsequently carried out an additional £95.00 worth of remedial works not included in our order confirmation to repair faults to your sub floor. This was completed at great inconvenience to other customers yesterday as we had to bring Charlie from another job to carry out the additional work after your threats to cancel your order if we did not complete the work yesterday. I have to say if I had spoken to Richard at this point I would have told everybody to leave site until the customer calmed down and acted reasonably. Richard being the professional he is he tried to resolve the issue despite your unreasonable response to the problem

Before I define the options I am going to make to you to resolve this matter swiftly without further embarrassment I do need to just remind you of the following points. Despite your claims to the contrary:

- Mr Carpet was unaware that there was a problem with the sub floor until the old underlay was uplifted. This was not brought to our attention when we measured the room neither was our advice sought at any time prior to our arrival to site and as the occupant of the house you would have a better knowledge of your floors than us.
- At the time of estimating no products had been selected. Some carpet styles are more prone to showing imperfections in the sub floor than others.
- You undertook the removal of the furniture and uplift of the old carpets and despite us removing the existing underlay (which is also chargeable due to costs of disposal) and this was not part of our contract.

- When we were aware of a problem with your sub floor we brought it to your attention which is the professional approach to the problem.
- Any materials purchased by yourselves to repair the sub floor were as a result of your actions and not based on an instruction from Mr Carpet.
- You stated to our fitter Alan that we fitted the wood floors to your home. Mr Carpet has no record of you purchasing wood from Mr Carpet and therefore this statement was untrue.

In conclusion to avoid any further prolonged discussions I am prepared to make you the following offers to settle.

- 1) If I personally receive by email to my email address davidguyan@mr-carpet.co.uk your permission to charge your credit card the balance overdue of £799.00 by 5pm on Monday 30th November I will accept this payment in full and final settlement of labour & materials supplied and fitted to your home yesterday.
- 2) If this permission is not forthcoming in writing by 5pm Monday 30th November then I shall invoice you the additional costs of £95.00 to supply & fit hardboard to your home and £15.00 for the removal and disposal of the underlay as additional works to our order confirmation dated 24th October 2015 as per our terms and conditions on the reverse of our order (see term 3.9 re interruption or extension of contract) making a revised balance of £909.00. This to be paid in full by cleared funds no later than 5pm on Friday 4th December 2015 therefore avoiding legal action.
- 3) If neither of the above options are acceptable to you then on Monday 7th December I shall instruct my solicitor to start proceedings to recover the £909.00 due plus any costs incurred and reserve the right to add interest from 27th November 2015 until the balance is paid.

I am not prepared to enter into any further discussions or negotiations in this matter as your unreasonable attitude has caused enough disruption to my business already. I am sure you will be unhappy at my stance in this letter but in 33 years of trading in SW London I have never encountered a situation that has resulted in my staff refusing to go back into a customer's house. Can I also assure you that I will proceed with options 2 & 3 without hesitation or further contact if we do not receive full payment of our balance of £799 or any amount is deducted for any reason whatsoever.

Finally just in case you are minded to try to order carpets from Mr Carpet at any of our branches in the future I would like to point out that our system is set to decline any orders in the future.

Yours Sincerely



David Guyan (Managing Director)