

Mr & Mrs Austin Frost
26 Holmesdale Avenue
London SW14 7BQ

Mr Richard Clough
Mr Carpet
299 Upper Richmond Road West
East Sheen
London
SW14 8QS - VIA RECORDED DELIVERY

19th April 2016

Dear Richard,

Further to the carpet installation undertaken by Mr Carpet in our home on 5th and 6th April 2016, and our meeting on 9th April 2016, we are writing to outline issues surrounding the fitting.

The brief given to Mr Carpet prior to ordering was that following damage to our existing carpet we needed replacement carpet. I advised that as my husband and I intended to sell our property in due course we required neutral coloured carpet to appeal to potential buyers.

We selected the carpet colour from a sample swatch binder held in your store. The binder was brought into our home and the colour swatch examined by us in all rooms, under day, night and decorative conditions in advance of the order.

On 16th March 2016 we confirmed our preferred colour choice, Your Ref: ULLS-15, a warm light brown neutral. The carpet was to be fitted in four rooms; the ground floor Lounge, the first floor Master / Box bedrooms and our office. The order was confirmed by telephone and referenced on your Order Confirmation (S28278) in the amount of £1,805.00 which was posted to us that day.

Following the installation, we found that the colour of the carpet fitted in the first floor rooms was consistent with what was ordered. Unfortunately, we found the colour of the carpet fitted in the ground floor Lounge to be lighter than what we confirmed. As such, the carpet presents as salmon pink in contrast to the warm light brown neutral we ordered. We therefore find the Lounge carpet mismatched to the carpet installed on the first floor, and out of line with our stated colour preference in appealing to potential buyers.

I immediately raised this issue with you on 7th April, the morning after the final fitting. At this time you contacted the manufacturer and had a swatch sent to us for comparison between the ground and first floor carpets. Though not the colour swatch we originally ordered from, we nevertheless undertook the comparison and it did not change our point of view. On this basis, we confirmed an appointment for you to look at the carpet.

During your visit on 9th April, and in your follow-up e-mail of that day, you expressed that the difference in colour tone was likely caused by synthetic carpet conditions, light conditions and the gold paint on our Lounge walls. We disagree, as we carefully examined the original colour swatch in all light and decorative conditions prior to ordering. Furthermore, under bright sunlit conditions, the carpets installed on the first floor still present as the warm light brown neutral we ordered and not salmon pink.

In your e-mail you state that "Upon my inspection I presented the colour swatch that you had chosen from to see if there was another similar tone but it was very clear that the carpet you chose is the same as the carpet fitted." In my observation, the sample binder you produced appeared to be half the size of the binder we originally selected from. Moreover, it appeared to be lacking the similar neutral swatches on offer during our colour selection process. You also assert that it was very clear that the carpet we chose is the same as the carpet fitted. While it may be clear to you, unfortunately it is not clear to us.

In your e-mail you present three photographs of the swatch sent to us post installation set against the carpets. You assert that I can see there is no difference in tone. However, the swatch you present is not the swatch we ordered from. We maintain that the colour of the Lounge carpet is a few shades lighter than that ordered and installed on the first floor. We believe that visual comparison of the Lounge and first floor carpets gives a more accurate picture than that of the photos you sent.

During your visit we offered you a full business week to get an inspector in to look at the carpets. You replied that you were unable to do so within that timeframe. Reluctantly, we also gave you the opportunity to replace the Lounge carpet. We did so despite the fact that it would break the intended colour match between the ground and first floor carpets, and cause us further inconvenience. You confirmed that Mr Carpet is not prepared to replace the Lounge carpet as you find our complaint unfounded. This was reiterated in your follow-up e-mail of that day.

We therefore hold Mr Carpet in breach of contract and formally exercise our right to a replacement under the Consumer Rights Act 2015. Specifically, we request a replacement of the carpet fitted in the ground floor Lounge. We request the replacement on the following bases:

- 1) The colour of the Lounge carpet is not as described. It does not adequately match the original sample swatch from which we ordered, nor the majority of the installation
- 2) The difference in colour tone of the Lounge carpet renders its appearance to be of unsatisfactory quality to what was ordered
- 3) The colour of the Lounge carpet does not meet our stated colour preference in appealing to potential buyers as conveyed to Mr Carpet in the initial brief, thus rendering the carpet unfit for purpose

As we cannot now guarantee a colour match between the ground and first floor carpets as ordered, we request that the Lounge carpet be replaced with carpet of similar price and quality, and in the style and colour of our choice. We also request that the replacement fitting be undertaken within thirty days, at our preferred time and date, and at no additional cost or further inconvenience to us.

We look forward to receiving confirmation that Mr Carpet will replace the Lounge carpet under the terms stated above in satisfactory settlement of our claim within seven days of the date of this letter.

Regards,

Connie Frost