

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

29th April 2016

Mr David Guyan
Managing Director
Mr Carpet
c/o 299 Upper Richmond Road West
London SW14 8QS - VIA RECORDED DELIVERY

Ref: Order Confirmation (S28278)

Dear David,

We write in response to your letter dated 25th April 2016.

Throughout your letter you claim that we have acknowledged that the carpet fitted in our Lounge is as described and ordered. We write to clarify that we have made no such acknowledgement.

You base your claim on the fact that we found the colour of the first floor carpets consistent with what was ordered. According to you, this constitutes "conclusive proof that the Lounge Carpet is as ordered because the Lounge carpet was cut from the same roll as the bedrooms." Mr Carpet has produced no conclusive evidence that the carpets fitted were cut from the same roll. Moreover, Mr Carpet takes no account of the fact that an off-cut from another roll, or a stock remnant may have been fitted in the Lounge, thereby explaining the colour difference.

We are perplexed by your comment that you find yourself "in an unpleasant situation, after our threat of legal action." We remind you that we rightfully resorted to legal action under the Consumer Rights Act 2015. We did so after Mr Carpet refused a replacement as you found our complaint unfounded. Yet given the opportunity to mutually resolve the matter, you found yourselves unable to get an inspector in for an independent assessment.

As such, we are bewildered by your remark that you are "very disappointed" that we took the only approach left to us by Mr Carpet in attempting to resolve this matter, and that you will not be replacing the carpet.

We are equally confounded by your statement that had we taken a different approach, Mr Carpet "would of course have taken your customer loyalty into account and may have found a financial compromise for the replacement of the lounge carpet, with an alternate range or colour, that would be satisfactory to both parties."

We agree that our customer loyalty should have been considered in this matter prior to the action we have been forced to take. Particularly since, as you say, we have given Mr Carpet multiple orders since 1998. Unfortunately, despite ample opportunity for the show of goodwill you refer to, Mr Carpet has offered nothing in reward for our customer loyalty as is clear from the correspondence.

In closing, we reiterate that we hold Mr Carpet in breach of contract on the bases set out in our letter of 19th April 2016. We therefore remind you of our statutory right to a replacement within the thirty day mandate set out under the Consumer Rights Act 2015 in satisfactory settlement of our claim.

Regards,

Connie Frost