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Mr & Mrs Frost
26 Holmesdale Avenue
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4th May 2016

Dear Mrs Frost

Re: Carpets fitted on order No: S28278 Ullswater Twist ULLS-15.

I am in receipt of your letter dated 29th April and I respond as follows

The only reason we have not "conclusively proved" to you that the carpet delivered is as supplied is because every effort we have made to prove it has been disputed. It is therefore impossible to prove something if all our proof is disputed without merit. I will defend our position in this matter as we have supplied and fitted carpets that match the sample you selected from and therefore we are not in breach of contract and you haven't proved to me the contrary.

The facts are as follows:

- Your selection of the carpets were made after you took a sample from our showroom home to your house and subsequently ordered the Ullswater ULLS-15.
- After installation Richard Clough called to your home with the sample swatch which you had made your selection from which matches the carpets installed as per the terms & conditions in our estimate. You claimed it was not the sample book from which you made your selection from but it is the only sample book we had of this range.
- Richard asked if he could take a piece of carpet from a hidden area in one of the rooms you are satisfied with the colour into the lounge to make a direct comparison with the lounge carpet. You refused his offer to do this.
- Richard then took a small cutting of the same make and colour of carpet from our sample cuttings. This sample was from a different batch to the carpet installed and from the sample swatch you selected from. He did this to be able to compare the upstairs rooms with the downstairs rooms. He photographed the same piece of carpet in every area and while I do not dispute the carpet looked different in the photos in different areas so did the cutting and again the cutting matched all of the areas it was placed in based on the lighting & decoration in these areas. This fact has been ignored in your letter dated 29th April.
- We have stated that the lounge carpet has been cut from the same batch as the bedroom carpet, you do not dispute that the bedroom carpets match the sample as ordered. You state we have not proved this but I can assure you I have an invoice from our supplier that can prove this fact but as it has our trade prices on the invoice I am not willing to send you a copy of this invoice but I can assure you that it exists. You have now claimed that "Mr Carpet takes no account that an off-cut from another roll, or a stock remnant may have been fitted in the lounge, thereby explaining the colour difference" This colour carpet is not a stock carpet and therefore could not be an off-cut in stock. We have a very strict process for handling goods in and out of our warehouse as

hundreds of cuts of carpet are processed every week. Human error can occur so I have checked on our system when we may have had other orders for this carpet and colour. We had a roll of Ullswater ULLS-15 for another branch order but that was not delivered until 7th April which was the day after your carpet installation was completed. The only other orders we have had for this exact carpet and colour were delivered and fitted in October 2013 & December 2014 one of which is larger than your lounge and one of which was too small to fit your lounge.

In conclusion the only reason there is any visible difference in the lounge carpet to the bedrooms is 100% attributable to the differences in lighting and or decoration in these areas. You can claim we are in breach of contract but you can't prove it where we can prove we have provided what was ordered to a third party should it prove necessary to do so. Of course as you say independent tests can be made to conclusively prove or disprove this fact by testing the carpets but these will be very expensive and a waste of time and money but if you wish to instigate this process and incur those costs you are at liberty to do so but I am not prepared to pay for them in the circumstances.

With regard to your customer loyalty I again confirm that I am sorry your are unhappy with your purchase but it is not due to non performance on Mr Carpets part and we cannot afford as a business to give away carpets due to a customer being dissatisfied with the selection they have made. I will however make you one final offer to resolve this matter. If you wish to select another carpet for your lounge we will calculate the cost of the carpet and the installation and discount the total by 25% as a gesture of good will. This offer is made WITHOUT PREJUDICE on the following basis.

1. No admission of liability has been made by Mr Carpet Ltd and we stand by our claim that we have supplied and fitted carpet as per your order.
2. No further correspondence is entered into between ourselves relating to this matter other than to confirm your replacement order.
3. The cost of the replacement less the 25% discount is paid in full when placing the order.

If you still dispute the facts we have stated above or the offer of a discounted replacement carpet is not acceptable to you then I see no purpose in entering into a protracted discussion as I feel we have made our position perfectly clear. I cannot stop you taking this matter further if you are minded to do so but I can assure you we will defend this matter as we can prove all we have said. Mr Carpet has a policy of paying for any mistakes any member of our staff makes and as I have demonstrated I am even willing to supply a replacement carpet at a loss (which we will be doing if we reduce the cost by 25%) even though we have acted in good faith. We will however not just take the cheapest cost option i.e. replacing a carpet if a customer insists on pressing an unreasonable claim on us without foundation.

Yours truly,

David Guyan
Managing Director