

## David Guyan

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**From:** Andy O'Sullivan [[andyosullivan@mr-carpet.co.uk](mailto:andyosullivan@mr-carpet.co.uk)]  
**Sent:** 22 January 2019 09:06  
**To:** [davidguyan@mr-carpet.co.uk](mailto:davidguyan@mr-carpet.co.uk)  
**Subject:** FW: Order S29167 Fitted April 2017

FYI ONLY

Andy O'Sullivan  
293-299 Upper Richmond Road West  
East Sheen  
London  
SW14 8QS  
T: 020 8876 9126  
W:[www.mr-carpet.co.uk](http://www.mr-carpet.co.uk)

## Carpeting Facts and Characteristics

### Fading on Wool Carpets

Carpets made from wool can and do fade in use. The degree of fade can vary, depending on the colour chosen and the local conditions to which the carpet is subjected.

Fading can be caused by exposure to ultra violet light which is found in daylight, but accelerated when sunlight shines directly onto the carpet. This has the effect of lightening or 'bleaching' the colour just as exposure to sunlight will lighten human hair. Wool is after all animal hair.

### Soiling

Soiling is usually the result of a local condition to which the carpet has been subjected to or lack of maintenance programme. There are several types of soiling which are quite common.

**Spillages** – Liquids, such as soft drinks, cordials or any drink which contains sugar, particularly hot drinks, are likely to leave a stain. In such instances, professional help should be sought.

**Dust** – Dust can soil carpets in various ways. Apart from the obvious soiled edges, at gaping skirting boards for instance; dark lines appearing on the surface might suggest airborne dust settling. Dust can also soil carpeting through poorly fitting skirting boards. If a substantial gap is left between the sub-floor and the skirting board, dust can travel through this gap and soil carpeting from underneath. Whereas surface dust/soiling can be hoovered and cleaned, soiling from underneath through skirting boards cannot be hoovered/cleaned.

We will advise you on our site visit if incorrectly fitted skirting boards can be a potential concern for soiling in any new carpeting. ***(We can only offer this advice if either there is no carpeting down, so we can physically see the gaps in skirting OR if the currently laid carpeting has soiling visible)*** From this assessment we will then advise you to seek the aid of a separate contractor to resolve any further issues.

### Flattening

Flattening will occur as a result of traffic which eventually flattens the pile, particularly in the main areas of use. All pile fabrics will flatten to a greater or lesser degree dependant on the amount of traffic to which it is subjected and the construction. Regular hoovering once a week is recommended to ensure the effects of flattening do not take on a permanent state in the carpeting.

### Shading

Shading occurs because the pile of the carpet has become crushed, flattened or brushed in a different direction to the natural pile direction of the carpet. Whilst in situ, this causes light reflection at differing angles resulting in the creation of light and dark patches in the carpet. This will occur on all pile fabrics but can be more noticeable on plain carpeting, such as velvet and twist pile carpets, and less noticeable on carpets with a heavy pattern or mottled/heather effect.

### Indentations

When a carpet is subjected to a heavy point load, such as under the legs of furniture, it is

unreasonable to expect the carpeting not to indent. Usually, the longer the load is in place, the longer will be the time for the pile to recover. It must be remembered that it is not only the pile of the carpet that becomes indented. The underlay will also indent and the backing of the carpet may also distort into the indentation in the underlay. The use of cups below furniture legs can spread the loads and the net result is a larger area of less deeply indented carpet. Often, normal maintenance (vacuum cleaning) will speed up the recovery, but with so many factors involved (weight of item, time the item was there, carpet thickness, underlay density) the carpet could potentially have permanent indentations.

### Shedding

All cut pile carpets will lose short fibre, which is created during production when spun yarn is cut for tuft formation. These fibres fall onto the surface of the pile and appear as 'fluff'. This is generally resolved by regular hoovering in the initial installation period and will clear up.

### Sampling

Any sampling supplied by either Mr Carpet LTD or direct from the manufacturer will be supplied in good faith that you, the consumer, understand and agree that the sample provided might not be an exact match of the colour you will receive when your carpet is fitting. Carpet colour can vary between different dye batches, but will always be within 'commercial tolerance'.

## **TERMS AND CONDITIONS OF TRADING**

## 1 Definitions

- 1.1 "The Company" means Mr Carpet Limited (and/or licensed Franchises operating under the name of Mr Carpet).
- 1.2 "The Customer" means the customer as stated overleaf.
- 1.3 "The Materials" means the materials described overleaf, whether in detail or by reference to a previous specification.
- 1.4 "The Site" means the customer's premises (or other delivery address as shown overleaf).
- 1.5 "The Contract" means the contract for the sale of goods and services by the Company to the Customer.
- 1.6 "Head Office" means the offices of the central administration of the Company, not necessarily the registered offices.
- 1.7 "Working days" means MONDAY to FRIDAY inclusive.

## 2 General

- 2.1 Unless otherwise agreed in writing by Head Office these terms and conditions shall apply to all orders placed with the Company by the Customer.
- 2.2 These conditions shall be incorporated in the Contract to the exclusion of any terms or conditions stipulated or referred to by the Customer.
- 2.3 No variation or amendments of this Contract shall be binding on the Company unless confirmed in writing by Head Office.

## 3 Acceptance

- 3.1 A Contract price given by the Company is open for acceptance by the Customer for 28 days. Queries regarding quantities of materials, methods of fitting, position of joins etc. must be resolved before acceptance thereof.
- 3.2 All prices quoted by the Company are inclusive of Value Added Tax (charged at the rate applicable at the date of invoice), unless otherwise stated.
- 3.3 Where measurements are provided by the Customer and are not subject to prior confirmation and checking on Site by the Company the Customer is liable for any errors resulting from incorrect measurements. If requested by the Customer to carry out any additional or remedial work necessitated by the Customer's incorrect measurements the Company reserve the right to charge for any additional materials, fares, travelling time and time spent on Site in addition to the Contract price.
- 3.4 To facilitate quick and efficient fitting all areas must be cleared of furniture, effects and old carpets unless a separate charge has been agreed and included in the Contract price. If this is not done the Company reserves the right to make a charge for this service in addition to the Contract price.
- 3.5 The Company will not accept responsibility for damage to pipes or cables under the floor or consequential damage to property or fittings unless the location of the pipes and cables are clearly marked for the fitter to see.
- 3.6 The Company does not provide a door trimming or easing service, but by request of the Customer a subcontractor can be organised on behalf of the Customer.
- 3.7 A firm, level floor is essential to obtain maximum wear. Subsequent complaints about the carpets resulting from inadequate floor quality cannot be upheld.
- 3.8 Slight variations in widths of carpets and smooth-flooring cannot be avoided but tolerances are within British Standards Institute stipulated tolerances.
- 3.9 Unless otherwise stated the Contract price is for one visit to the Site only. If this Contract is interrupted or extended due to change of specifications and/or instructions by the Customer or it is found that additional remedial work is necessary by the Company or there is interference by other trades which delay the Contract additional fares, travelling time and time spent on Site will be charged in addition to the Contract price.
- 3.10 Any times quoted for delivery are estimates only and time will not be of the essence of the Contract. Delay will not render the Company liable to any claims for damages, direct or indirect.

## 4 Matching, Shading and Berber Effect

4.1 We draw your attention to the difficulty of producing an exact match of shades and pattern repeats with different widths of carpet and smooth-flooring of any quality which are required to be laid together. As it is not possible for us to give, or to obtain from the manufacturer, a guarantee of perfect matching we regret that orders are accepted on the understanding that the nearest obtainable match is provided. Naturally every effort will be made to supply as satisfactory a match as possible.

4.2 All pile carpets (especially plains and Berbers) are liable to shading, that is to show light and dark patches arising from unequal crushing of the surface. Shading is an inherent characteristic and this tendency is not detrimental to the carpet and is not due to any manufacturing defect. The Company cannot therefore accept any responsibility for the effect.

4.4 All manufacturers of Berber carpets produced from wool or containing wool use a random blend of colour. This can cause a lined effect in the carpets which may not be noticed in sample form.

## 5 Cancellation/Changes

5.1 Cancellation or change cannot be accepted without written agreement by both parties.

5.2 Cancellations are considered only when materials have not already been cut. Where materials have been ordered specially from the manufacturer/supplier cancellation will only be accepted after it has been ascertained that materials are not in transit, and that the manufacturer will accept cancellation.

5.3 If the Company agrees to the return of any materials ordered by the Customer, the Customer shall be liable to pay the Company a restocking charge of 20% of the nett sale price of the goods.

5.4 Changes to the Contract cannot be accepted within **3 working days** of the appointment for delivery/fitting.

5.5 Cancellations or deferment by the Company will not render the Company liable to any claims for compensation for damages, direct or indirect.

## 6 Delivery/Fitting

6.1 Where delivery only or delivery and fitting of Materials is included in the Contract price a date (or dates, where appropriate) will be agreed between the Company and the Customer. Every effort will be made by the Company to accommodate the Customer's preferences and wishes.

6.2 It is not possible to quote an exact time on the agreed day for delivery or fitting. An indication can be given by the Company to the Customer according to other work booked on the same day, once known but must be seen by the Customer as a guideline only.

6.3 Should the Customer wish to change an appointment once made for delivery or fitting the Customer must contact the branch of the Company where the order was placed **at the latest before Noon - 2 working days** prior to the appointment day.

6.4 The requirement for 2 working days notice means that changes to **MONDAY** bookings must be made before Noon on the **preceding THURSDAY** and changes to **TUESDAY** bookings must be made before Noon on the **preceding FRIDAY**.

## 7 Deposits and Payments

### 7.1.A Non-Account Customers – delivery to own house

For Orders under £500; **FULL PAYMENT** will be due upon acceptance of the Contract price.

For Orders over £500; **50% deposit** will be due upon acceptance of the Contract price and balance due **48 HRS before the 1<sup>st</sup> day of installation or 1 Calendar Month** after the order is placed if the fitting is delayed **at the Customer's request**.

### 7.1.B Non-Account Customers – delivery to Third Party address

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### 7.1.C Account Customers

**FULL PAYMENT** will be due 30 days after installation or 1 Calendar Month after the order is placed if the fitting is delayed **at the Customer's request**.

7.2 Time for payment shall be the essence of the Contract. Without prejudice to the rights of the Company, if the Customer fails to pay the Contract price by the due date the Customer shall pay interest on any overdue amount from the date on which

payment was due to that on which it was made (whether before or after judgment) on a daily basis at a rate of 2 1/2 % per month, and reimburse the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

7.3 The Materials shall remain the property of the Company until the whole of the Contract price has been paid. The Customer shall be responsible for the safe custody, loss or damage to the Materials whilst they are on the customer's premises (or other delivery address as shown overleaf).

7.4 Notices of any faults or defects in workmanship or materials must be sent to the Company in writing within 14 days of delivery/fitting and the Company must be given the opportunity to inspect such defects otherwise the Company will not be responsible in respect thereof. The Company will not be liable in any event for defects beyond the Company's control.

7.5 A Customer shall not be entitled to delay or withhold payment in full or in part for any reason whatsoever.

7.6 Where materials are available but at the customer's request, have not been fitted (or fitting has commenced but not completed) within 28 days of acceptance of the Contract price the balance becomes immediately payable in full.

7.7 A charge of £15 plus Value Added Tax (at the rate applicable at the time) will be made in respect of any Customer's cheque referred to drawer or returned to the Company by the Customer's bank.

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**From:** Andy O'Sullivan [<mailto:andyosullivan@mr-carpet.co.uk>]

**Sent:** 22 January 2019 09:05

**To:** 'Sarah Porter'

**Cc:** '[sheenbranch@mr-carpet.co.uk](mailto:sheenbranch@mr-carpet.co.uk)'

**Subject:** RE: Order S29167 Fitted April 2017

Morning Sarah

Thank you for your e mail of which I note your comments therein, the report was sent to you so you had the full analysis by Tony Clark who is an independent carpet inspector; Best Carpets from Holland as well as our selves were also copied

As you quite rightly point out your purchase was with Mr Carpet, hence why we involved the suppliers initially as they produced the carpet, and then an actual site visit was carried out, we will now as you request visit site and discuss with you on site our opinion of the carpets installed in April 2017

My colleague who normally carries out on site inspections is away this week, so I will write back to you next week with a suggested appointment date, are there any particular days in the week that work best between 09.00am to 5.00pm, please do let me know so I can do my best to accommodate your daily diary

In the meantime,

Kind regards

Andy

Andy O'Sullivan  
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**From:** Sarah Porter [<mailto:sarah.victoria.porter@googlemail.com>]  
**Sent:** 18 January 2019 10:42  
**To:** Andy O'Sullivan  
**Subject:** Re: Order S29167 Fitted April 2017

Dear Andy

Thank you for your email. I am afraid there has been some misunderstanding in your email saying that you are unable to assist us further. The problem we have is with the carpet product that we purchased from Mr Carpet and it is ongoing.

We were sold a 100% wool carpet from Mr Carpet that in a short space of time became covered in bobbles that has only got worse over time, and only come off if cut with nail scissors. A wool carpet of this nature does not normally require this treatment and we cannot trim tens of square metres of carpet by hand on an ongoing basis. (Please note that at the same time as Mr Carpet supplied and fitted the loft carpet we had a similar carpet fitted on the first floor that has worn as expected and looks totally different so we know that the loft carpet is not wearing in a normal way).

I'm not sure why the report from Best Way Carpets was sent to us. I can find no information to clarify that they were the manufacturers of the product we have purchased and I have no idea who the man was who came to 'inspect' the carpet was as at no point did he provide any identification. The report attached does not reflect the situation in our house. The 'complaint' is that the bobbles are in both bedrooms in all areas that are walked on; and given that they are low traffic areas it is shocking how severe the problem is. Please also note that vacuuming has been done with a Miele brush on the hoover since your suggestion that it would solve the problem, but it makes no difference to the bobbles stuck on the carpet (as they are stuck with fibres - this is not fluff that can be hoovered up) and in fact there is concern that it makes the problem worse.

The issue we have is with the product sold by Mr Carpet that is not up to standard. Please come and see the carpet for yourself to see the severity of the situation and determine the best way to find a solution.

I look forward to hearing from you.

Kind regards

Sarah Porter

22/01/2019

15 Willoughby Road, KT2 6LN  
07950 336050

On Tue, Jan 8, 2019 at 3:12 PM Andy O'Sullivan <[andyosullivan@mr-carpet.co.uk](mailto:andyosullivan@mr-carpet.co.uk)> wrote:

Hi Sarah

Following the inspection of your carpets fitted to the two bedrooms , I have attached a copy of the report received for your perusal , as you will read the independent inspector namely Tony Clark does not consider the matter to be a manufacturing fault and he has made some suggestions to assist you with the maintenance of this wool carpet

Consequently I am unable to assist you any further with this matter

Kind regards

Andy