

## David Guyan

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**From:** Richard Clough [[richardclough@mr-carpet.co.uk](mailto:richardclough@mr-carpet.co.uk)]  
**Sent:** 26 February 2019 08:41  
**To:** 'David Guyan'  
**Subject:** FW: S30476 Watts balance due today

Hi Dave

Just so that you are kept in the loop I have had a rant reply from Sara Watts (see below),

There is no need to reply at this point but just wanted to make you aware that the problems are ongoing,

Rich  
Richard Clough  
293-299 Upper Richmond Road West  
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**From:** Sara Watts [<mailto:sarawittywatts@gmail.com>]  
**Sent:** 25 February 2019 17:49  
**To:** Richard Clough  
**Subject:** Re: S30476 Watts balance due today

As you can probably guess from my lack of contact i have been far too busy to bother replying to your ridiculous email, in which on the one hand you admit liability for the outstanding issues as a result of your incompetent workmen, and on the other accuse me of being confrontational!! It would be funny if it weren't so serious.

When did standing up for one's consumer rights by questioning the appalling service provided by a business, that one has paid a lot of money for, become known as 'confrontational'?? In which case, I imagine you must get quite a lot of confrontation from dissatisfied customers. Don't forget it is your business which is responsible for creating the issues in the first place!

You have actually acknowledged the errors right from the start, along with the dreadful carpet-fitting by the first incompetent person you sent round which then had to be re-done by someone else, although as we know not all the problems have yet been resolved. I would like to point out that while John, who measured up for the original quote, claims he told me about the choice of where to stop the runner, there is no mention of it in the paperwork he submitted to me.

I note that you don't find the situation upsetting enough to offer me any sort of compensation either for the catalogue of errors right from the start or the poor execution of the job in question, not to mention the amount of my time that was wasted by the job taking 2 or 3 times longer than it should have, as i was advised. I work in a consulting capacity from home and i should be compensated for any loss of earnings that resulted in the shambles on the day and afterwards.

I am still deciding whether to let anyone else from your business into my house as i have absolutely no faith in any of their ability. Or whether to ask someone whose work i know to be capable, efficient, tidy, polite and, more importantly, professional, to carry out the remaining tasks left by the previous shoddy workmanship. I will be in touch regarding the upshot of any further action i wish to take.

Sara Watts

26/02/2019

On Fri, Feb 15, 2019 at 1:39 PM Richard Clough <[richardclough@mr-carpet.co.uk](mailto:richardclough@mr-carpet.co.uk)> wrote:

Dear Mrs Watts

Further to our Andy & my visit today I am just writing to confirm that the manor issues that you have brought to our attention today can easily be rectified and as discussed on site we are more than willing to send Kevin back at your request to attend these issues at a mutually convenient time.

I have attached a list of the issues and the instructions that will be given to Kevin when he attends site for your reference. We will instruct Kevin not to make any comments relating to this installation when he visits site and will only be carrying out the work as agreed with you on our last visit that are listed in the attached report.

Unfortunately due to the confrontational approach you have taken regarding these issues, and your threat of legal action we are unwilling to discuss this matter further other than in writing to avoid any misunderstandings or misquotes under the current circumstances.

We do find this deeply upsetting as it is our desire to rectify any issues you have but your demands for compensation are making it very difficult to resolve these minor issues swiftly and amicably.

Richard Clough  
Branch Manager

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**From:** Sara Watts [mailto:[sarawittywatts@gmail.com](mailto:sarawittywatts@gmail.com)]  
**Sent:** 07 February 2019 17:25  
**To:** Richard Clough  
**Subject:** Re: S30476 Watts balance due today

Friday the 15th between 9.30/10.00 would suit me best.

On Thu, 7 Feb 2019, 08:37 Richard Clough <[richardclough@mr-carpet.co.uk](mailto:richardclough@mr-carpet.co.uk)> wrote:

Hi Mrs Watts

I'm afraid we are unable to attend site until next Thursday 14<sup>th</sup> February between 4-4:30pm or Friday 15<sup>th</sup> February between 9:30-10am,

Please confirm today if either of these dates work and I will book an appointment for us to visit you,

Regards

Richard

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293-299 Upper Richmond Road West  
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**From:** Sara Watts [mailto:[sarawittywatts@gmail.com](mailto:sarawittywatts@gmail.com)]

**Sent:** 06 February 2019 19:11

**To:** Richard Clough

**Subject:** Re: S30476 Watts balance due today

Richard

Could we re-fix a date for you to come round to look at the things we have discussed that i'm not happy about. I could do some time on Friday or Mon or Tues of next week.

Regards,

Sara Watts

On Tue, Jan 29, 2019 at 6:28 PM Richard Clough <[richardclough@mr-carpet.co.uk](mailto:richardclough@mr-carpet.co.uk)> wrote:

Hi Mrs Watts

As I said in my previous email I do understand your frustration and as you requested we would like to come out to your home and inspect the job.

A mistake occurred in the beginning that has had a knock on effect throughout the installation process. Alan has fitted for Mr Carpet for over 20 years and is a very experienced fitter so I can only apologise for the mistake. I know that he will also be disappointed as he like all of us take pride in what we do and customer satisfaction is always a priority. We would like to resolve this matter by having the opportunity to put right any issues, leaving you satisfied and being able to enjoy your new carpeting

I will await your response regarding Thursday between 3-3:30pm as we are keen to resolve matters as promptly as possible as we are unable to attend on Friday.

I'm afraid that we can not offer any compensation to you but as a gesture of good will we will give you an additional 10% off of the bottom line of your next order should you want us to provide you with a quotation for your bedrooms as previously mentioned. Once we have resolved your issues I will send you a discount voucher.

Kind Regards

Richard

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## 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

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.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:** Sara Watts [mailto:[sarawittywatts@gmail.com](mailto:sarawittywatts@gmail.com)]

**Sent:** 29 January 2019 16:55

**To:** Richard Clough

**Subject:** Re: S30476 Watts balance due today

Dear Richard

Thank you for your reply - which doesn't really address my concerns as a customer or recognise the need to compensate me for the problems that you refer to (let alone the ones you don't acknowledge).

I am perfectly well aware of the what lay behind the runner issue and that no one could have known until they went to fit it. However, you don't seem to be facing up to your responsibility in that it was one of your staff who you sent to take the template and it was his utter incompetence that left us in the soup. What is the point of having a template done if it's not right on the day? And if you only have one job to do and you get it very wrong then you're clearly in the wrong job.

How you deal with your staff is your business. It's how you deal with your customers as a result of shoddy workmanship under your brand's name that is my business. If i had walked into a dry cleaner's and asked them to come and measure up/lay some carpet i might have expected there to be a few problems. But your business is in carpet fitting and therefore your staff should not be making such incredibly basic mistakes that the customer ends up paying for.

Fitting a runner is a specialised technique as i know from having others done in the past. It is clear after yesterday that your workmen need to learn the skill. I suspect the reason a couple of nails are showing along with some of the old tread is because the new runner hasn't been laid on top of where the old one sat. I have also noticed today in my continuation of the awful clean-up process that a corner of one of the top runner pieces is slightly frayed. It just gets worse and worse.

If only the template business was the sole problem, but i have already listed the other issues that went wrong. I expect some sort of financial compensation at the very least - for the sheer incompetence, mistakes, unprofessional manner from your staff (with the exception of Kevin), the appalling mess they left for me to clear up, the distress, inconvenience and disruption the whole day caused me, quite unnecessarily. I would have thought that your reputation as a local business would be uppermost in your thoughts. As things stand, i am extremely unlikely

to recommend you to anyone in the area let alone use your services again myself. How you deal with customers when things go so wrong should be as important to you as getting business in the first place.

I'm not sure if the time you suggest on Thursday will work for me - i will confirm as soon as i know. Otherwise i could do some time on Friday.

Yours sincerely,

Sara Watts

On Tue, Jan 29, 2019 at 12:54 PM Richard Clough <[richardclough@mr-carpet.co.uk](mailto:richardclough@mr-carpet.co.uk)> wrote:

Good Afternoon Mrs Watts

Thank you for your email and I note the comments therein.

I am sorry for problems that occurred, the prolonged installation and for the way in which you feel our fitters behaved in your home yesterday. I was away from the business and Andy has left me a report of the days issues.

The initial problem had occurred by Alan incorrectly templating your stairs last week of which nobody could have been aware of until we arrived yesterday to install the carpets. I have spoken to the fitter Charlie and he admitted that this had caused him some confusion as it is not what he was expecting but could not offer a solution. Andy then sent Kevin over who took the carpets away to our outworker and returned with the reshaped runner and completed the installation. I do appreciate that this was a great inconvenience to you however it was not possible to resolve this any quicker and would hope that the actions taken by us demonstrates the lengths that we went to in order to resolve the matter.

I take on board your comments and I will speak to both the original estimator about the options that we discuss with customers whilst carrying out site measures and also to our fitters in the way that they conduct themselves whilst on site.

Concerning the additional things that you are unhappy with Andy and I will come and visit you later this week and walk the job with you. Does this Thursday between 3-3:30pm work for you?

Regards

Richard

Richard Clough  
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**From:** Sara Watts [mailto:[sarawittywatts@gmail.com](mailto:sarawittywatts@gmail.com)]

**Sent:** 28 January 2019 22:09

**To:** Richard Clough

**Subject:** Re: S30476 Watts balance due today

8Dear Richard

To say that today was traumatic is rather an understatement and i would like to put in writing how disappointed and upset i have been by the level of workmanship supplied by your shop.

I opened the door to Charlie this morning, who was clearly quite a cocky young man, with

his sidekick, Michael. They were disorganised and between them must have made about a dozen trips to their van because they kept forgetting things. Listening to them it was clear they had forgotten to bring some things completely and i had to supply them with an extension lead at one point. There was a lot of 'banter' and one of them let out a loud yawn every 2 minutes - obviously a heavy weekend. Didn't instil me with a lot of confidence.

Having told me breezily the job would take a couple of hours, i was surprised when three and a half hours later there was clearly a problem which turned out to be the fact that Alan, whose sole job a week earlier had been to measure up for a template on the runner, had spectacularly failed in this one task. The carpet which had been cut according to his template didn't fit. Following a long phone conversation with the shop, Kevin turned up and the two young lads downed tools and left, no apology, no plan, nothing (Kevin witnessed all this). Just a lot of shouting about mistakes happen and that life is stressful! To which i replied that i had had cancer - now THAT'S stressful.

Kevin returned at 3.00 to try and make good a bodged job. Aside from the template business, there was a huge dip from the level of the bathroom on to the landing which hadn't been there before (still not right) and the finish on the turn of the bottom stair of the top flight was dreadful.

Kevin, who was nothing but polite and helpful, finally left around 5.00. However, i am still not happy with a few things -

1. There are old nails visible at the side of the runner in one or two places. Having previously ascertained that the new runner was exactly the same width as the old one (50cms) i don't understand why these nails that weren't visible before are now.
2. There is a very small gap where the runner does not meet the stair near the top.
3. The taping looks slightly 'buckled' to me and doesn't sit entirely flat as it does in all the photos.

I would obviously appreciate you popping over later in the week to have a look at these things for yourself.

It's a shame that my experience reduced me to tears at one point, when i chose to give a local company my business over someone like John Lewis whom i have used before. I have been having things like this done in various flats and houses for well over 30 years and i'm afraid it doesn't rate very highly. I laid aside the day for the fitting in the morning and the clearing up in the afternoon. As it turned out, the fitting was on and off all day and it took me nearly two hours just to clear up the main mess. There is still a lot to do. Often, in my experience, workmen bring their own hoover to just do an initial clean at the end.

I am obviously not happy with any of the above, not to mention the initial oversight to ask whether i wanted the runner all the way to the top or not (as we discussed last Friday). It all represents a poor service and one that i expect some sort of financial compensation for. The mistakes, the shoddy workmanship, the attitude of everyone (with the exception of Kevin) involved, the lack of respect for me as a customer who has paid a lot of money for the carpet even with the discount, the inconvenience and waste of my time together with the stress the whole day caused all need to be taken into account.

I still have 3 rooms which at some point i would like to re-carpet - at the moment Mr Carpet stands very little chance of winning my future custom which is a shame as up until now i have always found dealing with you and Adam a pleasure. However, instead of being delighted with an improvement in my house i am left feeling upset and exasperated with

how things turned out and with things still to sort.

I look forward to hearing from you,

Yours sincerely,

Sara Watts

On Fri, Jan 25, 2019 at 9:31 AM Richard Clough <[richardclough@mr-carpet.co.uk](mailto:richardclough@mr-carpet.co.uk)> wrote:

Morning Mrs Watts

I am e mailing to remind you to make your balance payment of £594.50 which is due today as previously advised and in line with our terms and conditions,

Fitting is scheduled for Monday 28<sup>th</sup> January with our fitters ETA of between 8am to 9am that day

I look forward to hearing from you, in the meantime,

Kind regards

Richard

Richard Clough  
293-299 Upper Richmond Road West  
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## [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's 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

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