



29th September 2021

Mr A. D. Butler,
Ultralux Window Systems Ltd
84 High Street,
Whitton,
TW2 7LS

Dear Mr Butler,

Many thanks for your letter of 27 September, in response to my correspondence of 25 August and 16 September.

I appreciate what you're saying about Victorian Sliders Windows being award-winning. However, this once again begs the question of why they were neither mentioned nor offered instead of, or in addition to Roseview's Charisma Rose when we first met, especially if they are such high quality, as you maintain, and the 2020 winners of The National Fenestration Awards had been announced more than six weeks before. Coupled with the facts that Keith was far from complimentary about their quality when he visited us, the retainer is still broken (we haven't dared to use those on the other windows to minimise further risk) and the hardware is only guaranteed for two years, with an undisclosed call-out charge (which could well be invoiced at a heart-stoppingly large amount) applicable after the first 12 months (now 7 months and 4 days, in our case), I'm sorry to say that I will not be accepting your offer of a £4,000.00 discount to keep the existing windows.

Instead, we would like to accept your offer of £12,650.00 to replace the Victorian Sliders with Charisma Rose windows, to be carried out by Kew Windows, as specified previously. When the money has been transferred to my bank account, I will place the order with Kew Windows, informing them that you will be collecting the Victorian Sliders windows and arranging for them to be left outside the rear of our property, with due diligence. We will notify you when the windows are being removed, so that collection can be arranged. While I'm sure that Kew Windows will take every care and attention with the Victorian Sliders windows, according to your industry standards, this will be done on the understanding that we cannot and will not be held responsible for any loss or damage during removal or storage before pickup.

I also appreciate what you're saying regarding Denis's work and, had we been told before work commenced that additional preparation work would be necessary and extra charges would be payable for it, agreed a figure and been given the option of whether or not to

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accept these terms and proceed, I would have had no problem with this. However, it was presented to us as a fait accompli, after much of the work had been completed and putting us in a very tight situation in front of Denis himself. If the words 'We will pass on Denis's invoice to you' had not been used, I would not have agreed to it and work would have ceased there and then. As I agreed, albeit when taken by surprise and under emotional duress, to pay Denis's invoice, I will pay the amount of £1602.60 including VAT, as you suggest. As this is a separate matter from the windows, while still part of contract no 6846, I will pay this separately, so please amend invoice no ULT.0683 accordingly and it will be paid after the money for the windows has cleared in my bank account. As the majority of this amount covers Denis's time and labour, please confirm that Denis is, and was at the time of working for us, VAT registered and include his VAT registration number on the invoice, in addition to that of Ultralux Window Systems Ltd.

I look forward to hearing from you and getting things moving with Kew Windows as soon as possible, so that this matter can be resolved once and for all.

Yours sincerely,

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cc. Linda Thorndyke