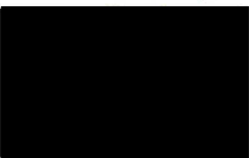


10th August 2021

Mr A. D. Butler,



Dear Mr Butler,

Having received no response to my letter of 22 June or subsequent email, sent and read on 12 July, I am sending this to your correspondence address, rather than Ultralux's shop, in the hope that this may inspire better results.

Your silence regarding the supposed Charisma Rose windows that you offered and we agreed, only confirms that my assumptions regarding the poor quality and lack of safety features of the sash windows that were actually installed at my property must be correct, and therefore further action will be necessary to get them replaced as soon as possible.

As further action now looks to be inevitable, it is time to get the other aspects of our dealings out into the open, to give you the opportunity to respond, should you so choose.

Prior to your visit, you emailed us the brochure for Roseview Windows' Rose Collection, which included the Charisma Rose option, to which you referred frequently by name in our initial meeting. I have, however, covered these points fully in my letter of 22 June, and as nothing has changed, I will not repeat myself or dwell.

One aspect of that initial meeting that impressed us was the fact that, when looking at our windowsills and surrounds, with their peeling paint, you said 'We'll paint those for you'. This was appealing, and something that none of your competitors mentioned. I have to say, however, that when you mentioned this, I was envisaging one of your fitters' mates or apprentices just slapping a coat of cheap emulsion onto the surfaces. This is why I volunteered to get and pay for the paint myself – which you gratefully accepted – so that it might be of a better quality and last a little longer than just after they had left. I was wrong about the painting being a quick job, but more about that later.

You talked much about your late Mother, both in the initial meeting and during subsequent visits, which showed your human side and increased our trust in you. I don't know how she would be reacting to this situation – whether egging you on, encouraging you to go further

or spinning in her grave (proverbially or otherwise) – but it has made me think a great deal about how my own Mother, who passed away in September 2020, would be advising me to deal with things. She always instilled firm moral values into me while she was alive, telling me to do the right thing and stand up for what is right. She had two favourite sayings: “To thine own self be true” and “Do unto others as you would be done by”, which I have always stood by.

During that initial meeting, we liked and trusted you immensely. Subsequently, we met several of your competitors and, when we looked at the varying quotes we were offered for the same job, the one put forward by Ultralux was the second most expensive and substantially more than the two cheaper ones. We had a problem here, as the industry in which we both work was shut down overnight by the British government, due to the pandemic, and, being freelancers, we were entitled either to very small grants on which to live or nothing. We have therefore had to be more careful with money since March 2020 and economise wherever possible, so we sent you an email to explain the situation. Contrary to what you might think, this was not done to gain pity or to try and negotiate a cheaper price, but merely because we liked you and we wanted to let you know why we were not able to accept your quote. Four hours later, we received a reply, in which your tone had completely changed, from caring salesman to (it appeared) sore loser, with no empathy whatsoever, just some ‘Free advice’ (these emails are enclosed). Normally, I would have pressed delete and moved on immediately, but, as I say, we liked and had confidence in you... and the carrot of repainting the window sills and frames was also still dangling. After doing careful sums, we realised we could just afford the price you quoted, so emailed you to confirm the terms and brands which you had discussed at the meeting. We received a swift reply, which stated that everything was correct and had a complete turnaround in tone, that of triumphant winner and positively gushing, so pleased to get our business. We thought we had made the right choice.

To reiterate, despite your quote being substantially more expensive than several of your competitors, Ultralux Window Systems Ltd was offered the contract to replace the windows in our home because of three factors...

1. The offer and agreement of Charisma Rose sliding sash windows being fitted. This did not happen and was never mentioned again, and has been repeatedly ignored, even when raised.
2. The window sills and surrounds being repainted as part of the deal. I will expand later on the unexpected extra charge for ‘repairing and making good’ only being mentioned as the work was nearing completion.
3. We liked you and you had gained our confidence and trust. I say no more.

As all points had been agreed by both parties, Cliff came to measure up on Saturday 27 February 2021, the windows were ordered and work started on fitting on Monday 29 March, first the patio door and casement bathroom and toilet windows – well, the toilet window could not be fitted and had to be reordered, due to being wrongly measured by some 200mm (you came to remeasure this yourself on 13 April).

Apart from this human error, there was only one problem thus far. The PVCu patio door that was installed is too tall and therefore too heavy for the tracks, making it extremely flimsy when closing (as both of your fitters informed us when fitting and testing it). A good salesman, who cared more about customer satisfaction than increased profits, would have warned us about these pitfalls and advised us to go back to aluminium, but this did not happen. I was also told on several occasions that you would look into Platinum NRG's claim that the patio door contains two shoot-bolts, to ensure 'Unparalleled security', which both your fitters have confirmed that ours does not. I heard nothing more from you about this, so these claims have been reported to official channels. I'm assuming, of course, that the said patio door and other casement windows were indeed manufactured by Platinum NRG and are not cheaper alternatives with lower specifications, as was the case with the sash windows.

Denis started work on preparing the window sills and surrounds on Tuesday 27 April and the sash windows were fitted from Tuesday 11 May, after waiting for Matt to return to work. All appeared to go well, until Wednesday 26 May, when we had a knock at the door, saw you standing there and were taken totally by surprise and caught off guard. You told us that as 'The fitting has been completed' and 'You are happy with your windows' (this was before my conversations with Roseview Windows), invoice ULT.0623 should be paid, which indeed it was, in full, shortly after our conversation. You then dropped another bombshell...

Our impromptu doorstep meeting, in which you told us, in front of Denis, that preparation had taken longer than envisaged and therefore extra money would have to be paid, so you would 'Pass on Denis's invoice to us', came on the afternoon of the eighth day of Denis's work with us, one month after he had started. This was very well timed, as the preparation was virtually complete (bar the small amount of work that needed to be done on scaffolding). It could be said that other 'Businesses you can trust' would have doubtless chosen to mention this extra charge before the work took place, or at least the extent of the work that would be involved before work had commenced, rather than when it was virtually finished. Denis's years of experience in the building and decorating trades would have given him (and you) a pretty good idea of what would be involved just by looking at and prodding the ledges concerned. Said trustworthy businesses would have also quoted or agreed a price for this extra job in advance and checked whether or not the homeowner wished to proceed, rather than informing them that there would be further costs after the work had actually been completed, before submitting a vague and unitemised four figure invoice.

Indeed I did not receive Denis's invoice, passed on as you stated, but Ultralux's invoice, number ULT.0683, dated 16 June 2021 (enclosed). The itemisation of this invoice is vague, to say the least, only stating '10 days making good Concrete Surround, labour and scaffolding', for which the cost was £2,666.00, plus VAT at £533.20, totalling £3,199.20.

While Denis worked at our property on 15 assorted days over a seven week period, the total amount of hours he actually did over those days, for both preparation and painting (which I monitored meticulously and have clearly stated and carefully itemised on the enclosed sheet) amount to 86 hours and 20 minutes. Most employers would classify this as less than

4.

11 working days (especially as breaks are included in this figure and have been paid accordingly). I won't mention the time that Denis spent making good the work left incomplete, or shoddily done, by your fitters and apprentice.

I would therefore suggest – more than fairly, if I might say – that we pay for those eight days plus the following day (27/05/21) as the preparation days, which amount to 54 hours 50 minutes (rounded up to 55 hours, as a gesture of goodwill). With each of these hours paid at one eighth of Denis's daily rate of £180.00 per day (assuming, of course, that he does not charge you more for his services than he would to us, if working privately), this works out at £1,237.50, plus Denis's VAT, if applicable.

The cost of the scaffolding tower, as verified by Beavers Plant Hire, is also included on the sheet. I will pay 50% of the total cost, including VAT and delivery, as it was used for painting at least half the time. I won't mention the first day of hire, when Denis and Arlind left at 10:00, after it was erected, to go to another job in Kew and did not return until the next day.

Lastly, I have put a figure of £50.00 down for materials, as Denis used his cement and filler to repair some windowsills and frames. I appreciate that £10.00 VAT should also be added to this figure, if Denis is liable to charge it. To reiterate, I provided and paid for the exterior paint and epoxy resin filler which Denis used.

Denis is an excellent worker, who takes enormous pride in what he does and strives for customer satisfaction. He deserves to be paid for the work he did, and I am happy to do this at the fair and correct rate, as I am a man of my word. If you would therefore care to amend invoice ULT.0683 to the appropriate figure stated on the enclosed sheet, it will be paid. If you would prefer to justify your original invoice, I will listen and consider.

One final question for you to ponder... if someone treated you, or any member of your family, in the same way you have treated us throughout this process, how would you react?

I look forward to hearing from you, in the hope that we can settle these matters without the need for further action and all receive what we are due. If I don't hear from you within one week of receipt of this letter, action will be started.

Yours sincerely,

[REDACTED]

PS. "You can only pull the wool over so many people's eyes before somebody throws a sheep at you"

Free advice