17th August 2021

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

Dear Mr Butler,

Many thanks for your letter of 13 August, in response to mine.

I take on board what you say regarding the wrong windows being ordered and fitted. I also realise that the term E&OE appears at the bottom of much of your correspondence – including, indeed, your letter of the 13th – though it has to be said that ordering and fitting a whole set of wrong windows is a pretty big error to omit, by anyone's standards. It also begs two questions: firstly, if the quality of Victorian Sliders windows is that high, why were they not mentioned or offered before and during your initial meeting, instead of, or in addition to Charisma Rose? Had this been the case, I might have taken them as offered, knowing very little about replacement windows and despite the less than glowing reviews online (after all, we liked and trusted you). Secondly, why weren't your records checked back in June, after I wrote to you to flag this up, instead of ignoring my letter and email with a lengthy silence? While food for thought, these questions are both rhetorical and don't require answering.

As for the patio door, there is not much that can be done apart from replacement, as the height of the door will always be too heavy for the tracks it is on, causing the door to be flimsy when being closed. This has been verified by both your fitters. As for the lack of shoot bolts, the locking system we have is exactly the same as described with said shoot bolts, rather than upgraded. The claim is still on their website, but this is out of my hands now and is being investigated by the proper channels.

I am in receipt of your guarantee, sent on 23 June and dated 4 May 2021. I'm not sure of the significance of this date, as only the patio door and two casement windows had been fitted by then, as the fitting of the remaining windows took place between 11 and 17 May. I understand that the frames and double glazed glass are guaranteed for 10 years, while the hardware is guaranteed for two years and does not cover wilful or accidental damage, which somewhat limits the grounds for claiming. I also see there is also an unspecified call-out charge applicable after the first 12 months, and realise, from my past experience, that this may be invoiced at hundreds or even thousands of pounds.

While we don't really want to go through more upheaval and mess having a second set of windows fitted so soon, all things considered, we have no option but to have the current windows replaced with Charisma Rose and I have been in touch with Richard Burrows at Roseview to discuss possibilities for this.

By far the best option would be for you to transfer £12,650.00, the cost of the 11 corresponding Charisma Rose windows to my bank account, so that we can order from Roseview's recommended fitter, Kew Windows. There are a couple of advantages in doing this... they are trained to fit Roseview Windows, have universal five-star online reviews and, from meeting their representative, a few days after we met to you, I can vouch that they would be excellent people to work with, a view corroborated by everyone I have spoken to at Rosewood. Lastly, I am sure they would remove the virtually pristine windows we already have (with the possible exception of the middle bedroom window, the restrainers of which remain taped up) with every care, so that they can be delivered to, or picked up by you and recycled to a less discerning customer than I am, which will enable you to recoup some of the lost profits.

While Kew Windows would be our preferred option, it may be possible for your staff to fit them, though we would insist on Matt to do the whole job, as he was by far the best of your fitting staff that we encountered. Either way, this would need to be agreed in writing and, needless to say, I would be in constant touch with Richard Burrows and his team at Rosewood, to ensure that everything proceeds satisfactorily and no errors or omissions occur this time.

As for the situation regarding Denis's invoice, we can leave this until later, should you so wish, although the facts and figures will not change as far as I am concerned, as they are all correct and, indeed, erring on the generous side. As I said previously, I am more than happy to pay Denis for the extra work that he did, but I am not willing to pay vastly inflated prices, especially as nothing was agreed, or even mentioned beforehand, until the said work was virtually complete.

I look forward to hearing from you with your thoughts on the points above.

Yours sincerely,