



25<sup>th</sup> 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 23 August.

I am glad you accept that the windows should be fitted by another company, which I think, under these circumstances, is by far the best option for us all. I understand from Kew Windows that, in line with common practice in your industry, they will dispose of the old windows responsibly. I am assuming that they will deliver our current windows to your premises, but that would be down to you to negotiate this, together with any price for said delivery, with them before, or after, the windows are removed. Any delivery charges incurred or agreed with the above would be payable by you to Kew Windows directly and would not as part of our agreement. While I assume that every due care and attention will be taken by Kew Windows, I will also not accept any responsibility for any loss or damage to the Victorian Sliders windows, which are currently in my premises, which may occur during the removal, transit or delivery processes.

Thank you also for your clarification regarding Roseview Windows. I'm sure you order and install them and only wish that you had done so, as we supposedly agreed, back in May. This would have saved us much wasted time, angst and upheaval over the past, and coming few months. Doing this would have certainly made Ultralux Window Systems Ltd live up more to their website claims in our eyes. Longer wait times really do not concern me – as some things are well worth waiting for – though when something goes wrong after it has been used only twice, that concerns me very deeply.

Thank you for your offer of a full and final settlement, though I'm sorry to say I am unable to accept, as, despite your feeling of full justification, I still dispute the amount of your invoice for £3,199.20.

Your vaguely worded and unitemised invoice (ULT.0683) only tells me that I am being required to pay for "10 days making good Concrete Surround, labour and scaffolding". Assuming that I have been charged 100% of the scaffolding hire delivery costs and VAT

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(£115.20), if it was not deemed to have been used in any way for the painting, for which I had already been charged. I would query whether your VAT has, in fact, been charged on top of the VAT already paid on the hire and delivery charges, such is the vagueness of your invoice. I would also be interested to know how the 10 days have been broken down. There are two ways of looking at it:

1. All the time Denis spent working at my property (86 hours 20 minutes), with the exception of 6 hours 20 minutes, based on a standard 8 hour working day (including breaks, paid at full-time). These 6 hours 20 minutes would have needed to cover all the painting, as well as making good the work left incomplete, or shoddily done, by your fitters and apprentice. This would be considered speedy, even by someone of Denis's experience, especially bearing in mind the high quality of his workmanship.
2. 10 out of the 15 days, or part days, which ranged anywhere between 2 hours 00 minutes to 7 hours 50 minutes. The mean daily average (including breaks, paid at 100%) is 5 hours 46 minutes, for a daily fee of £308.40, including VAT (1/10 of total amount, minus 100% of scaffolding)... and all for an additional service which was never offered, agreed, or even mentioned until the work had virtually been completed.

As I have said previously, what I agreed to pay was what you asked for, when you said, and I quote 'We will pass on Denis's invoice to you'. Had, however, you been more open and transparent, using words to the effect of 'We will invoice you for this extra work, plus Ultralux's surcharges, after it has all been completed, at an undisclosed amount that we see fit', I would not have agreed, even being put on the spot, and would have ensured the work was stopped there and then. We were not, however, afforded this honesty during your impromptu visit, but as the chief representative, and indeed face of a "Local company you can trust", I took you at your word.

While Denis undoubtedly works as part of Ultralux's construction team, he does not 'Work for Ultralux', as, from conversations we had while he was working on our property, it appears that he is, or certainly was when working with us, a freelance sub-contractor, employed by Ultralux on a job-by-job basis. There are major differences in both of these, as HMRC will concur.

I have also consulted several reputable builders, regarding the legitimacy of these additional costs, and all have stated categorically that preparation work should always be included in a repaint job, so no further monies should be payable. Therefore, in the same way that you can justify your invoice of £3,199.20, I can justify paying £0.00... and that's offering you far more reasoning than you have ever shown to me.

Perhaps, as you wisely said in your previous letter, we should settle the replacement windows first, with you refunding the full amount of £12,650.00, so the windows can be ordered and installed, with the current windows being returned to you, subject to the conditions above. We can then try to settle this disputed additional amount amicably and I

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will pay whatever is agreed. If all else fails, you could, of course, summon me to the Small Claims Court, where both sides of the argument could be brought out into the open, under oath, and be judged fairly. I would have no problem whatsoever with this and would be happy to face you and resolve the matter on neutral territory.

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

Yours sincerely,

**[REDACTED]**

**E & O.E**