

Mr and Mrs Roynon-Jones ( the customer )  
Les Buissonets  
Rue de la Hougette  
St Clements  
JE2 6LD

May 24 2022

CP Interiors ( the supplier )  
Rue de Pres Trading Estate  
St Saviour  
Jersey  
JE2 7QN

Dear Sirs

### SHUTTERS IN KITCHEN WITHOUT PREJUDICE

We have taken advice from BCR law on this matter. It has been suggested in the first instance we write to you formerly to address our concerns which hitherto have not been resolved.

The items referred above were quoted at a price of £1905 on date 4.8.2020 order ref SO 10138. At this time, the relevant opening did not exist as sliding doors to floor had not replaced the existing window. Nevertheless, notwithstanding this variable, measurements were made by the supplier, and an order taken. It is contended by the supplier that this risk factor was alerted to the purchaser although there is no written record of same. It is contended that the supplier in accelerating the purchase order cycle should have been aware of this as a variable factor and made appropriate allowance or given advice that it would be prudent to wait for the actual opening to be available and then place the order based on an actual opening size.

The dimensions now available indicate that the opening as measured based on the presumptions when the old window existed (an identical window still exists in the same room which we can utilise as the benchmark ) would have been a depth of 2 metres whereas the depth of the lintel to floor as transpired, presumably because on the fitting of the new window, the opening had to be made good and replastered was 198 cm, a difference of 2cm.

Accordingly, the shutters had to be reduced in height by 2cm and the bottom batten depth was reduced from its original width of 9cm to 7cm.

It is contended by the supplier that in the customer agreeing to shave the bottom battens to allow the shutters to open and close as intended this would weaken the shutter and there was a risk that they would no longer function. This is certainly true, the weight imposed on the inside shutter is such that the shutter is no longer rectangular, in drooping with weight, the shutters no longer adhere to the supporting magnets as intended and the whole structure appears weak and ready to fall apart.

We understand that the supplier may have offered to resupply the shutters at cost which is some way acknowledges their responsibility.

Notwithstanding all these arguments concerning the size of the opening and the weakening of the shutters they are a convenient basis to fob off the customer to try to disguise the fact that the shutters as supplied are not and were never " fit for purpose " .



This contention lies on two significant pieces of evidence.

#### 1. EXPERT OPINION OF KAROL GROMADA

To attempt to resolve the problem the customer approached Karol Gromada, a professional building contractor with experience in fitting shutters, to redesign the shutter to create greater rigidity and support. This redesign proved impossible because of the way the hinges and shutters articulate. Unprompted Karol observed that the shutters as designed and specified were never fit for purpose. The weight of the shutters, attached to each other, across an opening of 1.5 metres would always create massive leverage out of proportion to the hinge design and batten specification. He observed that, in his opinion, they should have been fitted to be supported from the top at all times.

#### 2. BATTEN SPECIFICATION

The supplier has also fitted shutters to three other window openings in the house, all of which function as intended with appropriate rigidity and strength. Attention is drawn to the shutters fitted in the upstairs bedroom, an opening of 173cm, in contrast to the opening of the kitchen shutters being 290cm.

The bedroom opening is 40% less, therefore it has to accommodate less leverage stress on the hinges and shutters than the wider opening in the kitchen.

However, the bedroom shutters are much stronger and feature a batten width at the top of 12cm and at the bottom of 13 cm. In contrast the kitchen shutters have a top batten width of 9cm, and a bottom batten width as originally fitted of 9cm. In total the batten width provided on the Kitchen shutters is 28% less than the bedroom shutters, whereas the opening size would suggest that additional strength and rigidity would be required for the larger opening. Proportionately the batten width on the kitchen shutters should have been 20cm and 21cm ! We know the physics of all this are not exactly linear, but the point is made mathematically that the design of the shutters was not correct for the purpose for which they were intended in the first instance.

Had the kitchen shutters been fitted with the batten widths identical to the bedroom shutters the adjustments required to accommodate the altered dimensions would have taken 2cm off the bottom batten  $13 - 2 = 11$ cm still a **greater** depth therefore strength than was originally specified 9cm .

It is convenient excuse to blame the customer but in this instance the batten depth being inadequate at the outset has rendered them not fit for purpose . That is where the mistake and negligence occurred.

We are irritated that there has been such a sorry tale and seek redress in the supplier acknowledging that the specification and design was wrong for this window opening in the same way that their design for the bedroom shutters was correct.

The alternatives are to go to petty debts court which will immediately be referred to mediation for which this letter and the associated evidence including written expert evidence will be provided.

Before proceeding further, we would welcome your commentary as to why weaker ( thinner ) battens were specified in the larger window opening .

Why the thinning of the battens has been continuously blamed on us for the reason the shutter do not work, whereas you specified thinner weaker battens that were required apparently in the first place?

Are there any means of engineering a suitable solution?

Yours Faithfully

A handwritten signature in black ink, appearing to read 'R. & S. Roynon-Jones', written in a cursive style.

Robert And Susan Roynon-Jones



ORDER CONFIRMATION

04 - 08 - 2020

Mrs. Susie Roynon-jones
Buissonnets
Rue De La Hougette
St. Clements
JE2 6LD

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REF : ACW SO10138

CUSTOMER REFERENCE:

Dear Mrs. Susie Roynon-jones

As requested, we have pleasure in confirming your order.

Table with 3 columns: Description, Qty, Price. Includes items for Bedroom and Kitchen Doors, and a summary row for SubTotal, Total, GST 5%, Credits, and Balance.

Thank you for placing your order with CP Interiors and should you require any further information, please do not hesitate to contact us.

Yours sincerely

Adrian Colston-Weeks
DIRECTOR



Tel: (01223) 708141

www.cpinteriors.co.uk

Unit 101, Free Trading Estate, St Salvage, Jersey, JE1 1QW

Blinds | Curtains | Awnings | Shutters | Furnishings | Interior Design | Project Management

ಲಿಟಿಲ್ ಸ್ಟುಡೆಂಟ್ ಆಸ್ಟೆಂ ವಿಂಥ 9 CM

RECEIVED

25 MAY 2022

For RAKEN BEDROOM SPOTERS = 12 CM

RECEIVED

25 MAY 2022