
**Welton House
La Grande Route de Faldouet
St Martin
Jersey
JE3 6UD**

1st August 2021

**CP Interiors
FAO Jacqueline Jepson
Rude des Pres Trading Estate
St Saviour
Jersey
JE2 7QP**

By E-Mail Only

Copies to: Pinel Advocates & Somfy Customer Services

Dear Ms Jepson

Work undertaken at Welton House

It was with disappointment that I received your letter of 27 July 2021 relating to two outstanding invoices numbered SO10372 & SO11609.

By way of background, we have had many years of good service from the agent of the installer of our pinoleum Orangerie Blinds, Grants Blinds (“**Grants**”), one of the preferred partners of Vale Garden Houses, the firm that constructed our Orangerie. Grants have diligently serviced the blinds on a regular basis and attended to any issues with our system from the UK. They have never failed to fix any problems that have arisen between services on their first visit to look at them. Unfortunately, due to Covid, Grants have not been able to visit Jersey so, as such, following the development of an issue with the system, we had to find an alternative service professional. We visited the Somy website and found that your company was listed as a “Somfy Expert”. As a result of your accreditation, I instructed your company in good faith to deal with the problem. Unfortunately, it is now nearly 12 months since we contacted you and, as my wife and I have explained to your colleagues on numerous occasions, they are still not working. It is simply not good enough.

Your second invoice, includes charges for work that was not adequately done that was charged for in your first invoice. It does not seem reasonable for me to pay for work that ought to have been undertaken properly the first time again.

Unfortunately, I have been left with the impression that your company does not have the expertise to properly service our Somfy products. I note that your invoices include wording such as “still not working” and “Steve went to have a look to see if he can make it work”. Such narratives and the standard of work carried out to date do not instill confidence in me and I find

the suggestion that it is somehow appropriate to charge me over £1,000.00 and leave us with a system that still hasn't been properly programmed is unacceptable. By way of example, some blinds don't close and one motor continues to run endlessly until it is stopped manually. I am sure that programming such systems may not always be straight forward but Grants never appeared to have any trouble with it. It would, in my view, be better to decline as instruction rather than to "have a go and fail".

I am sending a copy of this letter to Somfy's customer service department in the hope that they can assist. Given your threat of litigation, I am also sending a copy to Pinel Advocates should their assistance be required but do not propose to instruct them to act at this stage.

If you are able to attend Welton House in a timely manner and to fix the programming issues that would be very helpful. Following completion of the programming, I would be willing to pay:

- For the work pursuant to the 1st invoice (£453.88); and
- Work relating to the supply and fitting of the new receiver detailed on the second invoice (£72.30 +GST & £55.00 +GST = £127.30. + GST = £133.67),

(together such sums are the "**Due Amount**").

If you are not able to fix the system then I will ask Grants if they can send someone to help now that they may be able to travel again and, failing that, ask Somfy to nominate another contractor. Once they have assessed what needs to be done to make the system operate properly (just programming in my opinion) we will then be in a better position to assess the adequacy of your work undertaken to date.

In the meantime, to show good faith, I am very happy to pay a sum equivalent to the Due Amount to your lawyers' client account pending the outcome of our discussions. If you would like me to do this, please let me know the name of your lawyer and I will arrange the transfer, either directly or via my lawyer.

I would like to deal with this issue in a fair and timely manner so would be pleased to attend community mediation with you or one of your representatives at the first available opportunity.

Yours sincerely

John A. Yetman

John Albert Yetman