

01/04/2023

DEFENCE OF 2ND DEFENANT – COMPLETE JOINERY NW LTD

Claim No. K9QZ515T

Claimant – Mr George Johnston

First defendant - B&Q

Second defendant – Complete joinery nw ltd.

Please find enclosed the amended defence of complete joinery nw ltd.

1. The contract to carry out the works referred to in the claim form and particulars of the claim was between the claimant and the first defendant. For that reason, the claim against the second defendant should be discontinued as they are not relevant party.
2. All works carried out were done correctly and to the correct standards and regulations and so the claim should be discontinued against the second defendant.
3. In the event the claim against the second defendant proceeds, particulars of claim are as follows;
 - A. The work referred to was carried out in line with British standards and to high standard of work, not just cosmetically ok.
 - B. With regards to the wall that the claimant is claiming for that shouldn't have been tiled. On the claimant's original survey, he ordered an aqua panelling board. A conversation took place between the first and second defendant regarding not having time to fit aqua panelling therefore a contact change was made between the claimant and the first defendant for all walls and flooring to be tiled. The claimant signed a new contract and paid additional cost. The claimant was fully aware of the change in the contract. Therefore, the aqua panelling was not delivered as it was not part of the new contract agreement.
 - C. The instruction from the first defendant in relation to remove the original flooring and relay with new flooring. We installed 18mm marine plywood. The claimant has stated that according to British standards this should be 12mm and 6 mm but the 18mm marine ply fitted is sufficient according to the British standards document "BS 1088 In materials, BS 1088 is the British Standard specification for marine plywood that applies to plywood produced with untreated tropical hardwood veneers that have a set level of resistance to fungal attack. The plies are bonded with Weather Boil Proof (WBP) glue."

In relation to the claimant referring to the gaps left along the edges not being sealed- this is to allow for the 5-10mm expansion, and also was not able to go tight up to the walls due to the old boards been cut out after the walls.

In relation to the claimant referring to british standards regarding tiling waterproofing also known as tanking, this is not a service defendant 1 offers