



coyle white devine
clear thinking - plain speaking

McCrorys Removals
12 Carnarvon Grove
Gedling Village
Nottingham
NG4 3HF

By email: mccrorys@zoho.com and
info@mccrorys.co.uk

Your ref:
Our ref: DNS/kaw/NAT001/157
Direct Dial: 08450 948 502
Direct Fax: 08450 945 995
Email: david.sheahan@cwd-law.com
Date: 10 December 2013

Dear Sirs

Our client: The National Guild of Removers & Storers Ltd

Thank you for your email dated 5 December 2013.

Given that your application is listed for a hearing on 11 December, we do not propose to address every single issue you have raised in your correspondence. That said, we would make the following comments and observations:

1. You state that our letter was unreceived on 5 December 2013 as you do not use the email address mccrorys@zoho.com, and therefore did not receive our correspondence by email. With respect, it appears that we have previously exchanged emails with you using this particular email address, even as recently as October 2013. We also attach a copy of the delivery receipt provided from our server.

We have repeatedly requested information which you have repeatedly failed and refused to provide. Whilst we note that you now claim not to have received our correspondence, the fact remains that you still refused to provide information to which we are clearly entitled. Your stance in relation to those requests simply demonstrates the intransigent and unreasonable manner in which you have addressed this matter (as well as other matters relating to our client).

2. With respect, the invoice dated 15 July 2013 was sent to you by our client that very same day. You will also appreciate that the court proceedings were not issued until August 2013.
3. Your reference to your contractual liability being a "penalty" is ill-founded.
4. The material enclosed with the witness statement in response to your application was not required to be provided. Our client issued its claim and you failed to file or serve a Defence. Accordingly, our client obtained Judgment in Default. Had the matter proceeded further, our client would have been obliged to serve its evidence in due course; which would have included these documents. We would simply reiterate that in circumstances where Judgment in Default was obtained, there was simply no requirement to provide any of that information beforehand.
5. Your allegations in relation to Best Rate Deals are also ill-founded. You, as well as other members of our client's organisation, were informed that their details may be provided to Best Rate Deals and they were given the option to "opt out". Clearly, you failed to give our client notice that you wished to opt out of the Best Rate Deals advertisement, in much the same way that you failed to give notice that you no longer wished to continue in membership after the expiry of the free trial period!

For the avoidance of any doubt, the Best Rate Deals website is an entirely separate entity to that of our client. As we have said above, your allegations simply demonstrate your fundamental misunderstanding of the fact as well as the misguided and unreasonable approach you have taken to our client.

6. Your allegation of misselling is also ill-founded. The terms of the free trial offer and membership were clearly spelt out not only in the rules but also in the frequently asked questions which you also signed.

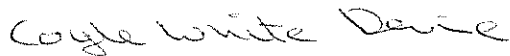
We note that your "Defence" essentially relates to an allegation that the claim over and above the sum of £3,834 is a penalty. You are wrong. In any event, our client is clearly entitled to judgment for the sum which you do not dispute.

Notwithstanding that your Defence contains a number of untrue allegations, it also makes reference to without prejudice communications. If the Judgment in Default is set aside, your Defence will need to be substantially amended, not only to comply with the relevant Practice Directions but also, to remove all references to without prejudice correspondence.

As to your request that our client agrees to set aside the Judgment in Default, in circumstances where our client has now been put to the time and expense of having to address your application (not least in light of your refusal to provide any details of the same), it is not minded to agree. That said, it might be minded to agree in circumstances where you agree to pay the costs of the application, to be assessed by the Court, if not agreed.

We look forward to hearing from you.

Yours faithfully



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Enc

David Sheahan

From: Microsoft Outlook
To: mccrorys@zoho.com
Sent: 03 December 2013 16:16
Subject: Relayed: The National Guild of Removers & Storers Ltd v McCrorys

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

mccrorys@zoho.com (mccrorys@zoho.com)

Subject: The National Guild of Removers & Storers Ltd v McCrorys