

Raymond and my company agreed a 3part work schedule which are as follows:

- 1). Driveway tidy and seal £410.00-Complete
- 2). Remove small wall, 3ft of soil to install a slab and chipping pathway with the goal of widening the drive, paint and repair wall on other side of drive £2500.00 -complete
- 3). Remove rear fence and replace like for like £560.00-Complete.

Total works to the value of £3470.00- Complete 21/06/2025. Payment for the above work received in full.

(Invoice provided as above, can be submitted as evidence, should this be required).

(Images of the completed work, matching the works listed in the invoice are available on request).

Mr Humphries issue is separate to the original works. When the wall was removed, Mr Humphries failed to advise that his driveway was originally installed by a company who did not follow the correct installation process, missing 3 important stages with ground preparation, causing the driveway to fracture when the requested wall removal took place.

Mr Humphries advised that the stone resin driveway was in fact installed previously by travellers, who were unregulated, at a discounted rate. He also advised that he had made several attempts to contact them for a resolution, to no avail. We also established that the driveway installation prior to the resin, was also installed by travellers, only this installation was block paving and was also incorrectly installed.

Mr Humpries failed to advise this prior to the wall removal, which itself was the only (inappropriate) structural support to the edge of the driveway, which consequently failed. Should this information have been disclosed, we would have strongly advised against the driveway extension plan and removal of the wall.

Whilst I cannot be held accountable for the substandard workmanship of an unregulated company, I did agree to explore a potential solution.

With the above in mind, we agreed to stabilise the area using cement, to ensure the fractured driveway did not worsen, whilst we explored potential solutions. The amount of £200.00 was paid by Mr Humpries for this process.

Following an investigation into the matter, we were advised by resin installation experts that the product used on the driveway was not suitable, it was not UV protected and therefore not suitable for external use. This also meant that there was no possible way

to match the area in need of repair with the rest of the drive. We were also advised by that same resin installation expert that it was not possible to patch resin driveways in this manner, as the edges will not bond and will ultimately fracture again.

I personally spent 3 days at Mr. Humpries request on this matter, pushing back other projects and losing other jobs in the process. When I finally advised that it was not possible and that the driveway needed to be replaced in full, Mr. Humpries became rude, unprofessional and refused to cover the cost we verbally agreed earlier for my investigation works (see counterclaim).

At no point did we discuss a final solution, at no point did we agree a cost for the solution and no works were ever agreed or carried out of this nature, beyond the initial stabilisation at the cost of £200 to prevent the drive from failing further. No invoice was provided for any additional work, as is my standard practice, and no agreement was made.

I am unable to determine where the claim of £1223.33 has materialised from as ALL of the original quoted works have been completed and paid for by Mr Humpries, therefore, I refute this claim.

(Photographic evidence can be provided illustrating all of the completed works in line with the invoice and the sums paid for said works).

(Whatsapp thread can be provided in evidence of the details of my defence as set out above).