Formal Complaint Letter

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25 November 2026

Complaints Manager**Brindlemere Appliances Ltd**
Unit 5, Quarry Park, Wexcombe, ZZ12 9QR

By Royal Mail Signed For (ZZ 0000 1234 5GB) and by email to complaints@brindlemere.example

Your order number: BA-204417
Your complaint reference: CS-88120

FORMAL COMPLAINT: rejection of a faulty Larkholm LX9 washing machine and request for a refund, order BA-204417

Dear Complaints Manager

I am making a formal complaint about the Larkholm LX9 washing machine (the "Machine") that I bought from **Brindlemere Appliances Ltd** ("you") on 2 July 2026. The Machine is faulty. You have already repaired it once and it is still faulty.

By this letter I exercise my final right to reject the Machine under the Consumer Rights Act 2015 (the "Act"). I ask you to refund the £674.00 I paid, to compensate me for losses of £69.00, and to collect the Machine at your cost. The total is **£743.00**. Please reply in writing by **9 December 2026**.

1. Purchase details

1.1 I bought the Machine at your Wexcombe store on 2 July 2026. I bought it for use in my own home, and not for any trade or business. I am therefore a consumer, and you are a trader, for the purposes of section 2 of the Act.

1.2 The contract price was:

- The Machine: **£649.00**
- Delivery to my home: **£25.00**
- **Total paid: £674.00**

1.3 I paid the whole sum on 2 July 2026 with my credit card ending 4417. Your receipt is number R-0719-553.

1.4 Before I bought, I told your sales adviser, Rowan Tate, that I needed a machine for a family of four that would wash and spin about six full loads a week. The adviser recommended the Machine for that use, and I relied on the recommendation.

1.5 Your shelf label and your receipt described the Machine as "9 kg capacity, full-load wash and 1400 rpm spin".

1.6 You delivered the Machine to my home on **8 July 2026**. I connected it the same day as the

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manufacturer's manual instructs, and the first wash finished normally. I have used it only for ordinary household washing since then, within the loads and programmes stated in the manual.

2. What went wrong

2.1 The events, in date order, are:

- **8 July 2026**: the Machine was delivered and connected.
- **14 September 2026**: the Machine stopped during the spin stage with error code E21. It left water in the drum and leaked onto the kitchen floor. I ran the drain programme from the manual and cleaned the filter. The same error appeared on the next two washes.
- **15 September 2026**: I telephoned your customer service line, reported the fault and stopped using the Machine. You gave me reference CS-88120 and arranged a repair visit.
- **24 September 2026**: your engineer replaced the drain pump. He ran a short test programme and told me that the Machine was repaired.
- **19 October 2026**: the Machine stopped during the spin stage again with the same error code E21, and again left water in the drum and on the floor. I photographed the display and the water. I have not used the Machine since.

2.2 The present position is that the Machine cannot complete a wash and spin programme, leaks when it stops, and cannot be used. It is unplugged, with its water supply turned off.

2.3 I have not altered, repaired or misused the Machine, and nobody other than your engineer has opened it.

3. Previous attempts to resolve

3.1 I have given you the chance to put this right. On 15 September 2026 I asked you to repair the Machine, and I agreed to the visit on 24 September 2026. The same fault came back on 19 October 2026, 25 days after that repair.

3.2 On 20 October 2026 I telephoned and told you that the repair had failed. I asked for a refund.

3.3 On 23 October 2026 you replied by email. You refused a refund because the purchase was outside your "28-day returns policy", and you told me to contact the manufacturer.

3.4 On 2 November 2026 I replied by email. I explained that my rights are against you as the seller, and I asked you to reconsider.

3.5 On 11 November 2026 you offered a second repair visit, with no date earlier than 14 December 2026. I declined by email on 13 November 2026, because one repair had already failed and I wanted my money back.

3.6 You have not answered that email. This letter is my formal complaint. Please deal with it at the final stage of your complaints procedure.

4. Legal basis

4.1 **Satisfactory quality.** Section 9 of the Act treats our contract as including a term that the quality of the Machine is satisfactory. Quality includes fitness for the usual purposes of a washing machine, freedom from minor defects, safety and durability. A reasonable person would not regard a new machine at £649.00 as satisfactory when it fails and leaks within ten weeks of delivery.

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4.2 **Fitness for a particular purpose.** Section 10 requires the Machine to be reasonably fit for the purpose I made known to your adviser before I bought it. It is not, because it cannot finish a wash of any size.

4.3 **Description.** Section 11 requires the Machine to match its description. A machine that cannot complete a spin does not do what your description says.

4.4 **The fault is taken to have been present on delivery.** The fault appeared on 14 September 2026 and again on 19 October 2026. Both dates are within six months beginning with the day of delivery, 8 July 2026. Under section 19(14) and (15) the Machine must therefore be taken not to have conformed to the contract on that day, unless you establish that it did, or that this is incompatible with the nature of the goods or of the fault. You have sent me no evidence of either.

4.5 **Your returns policy does not change this.** Under section 31 a term is not binding on me to the extent that it would exclude or restrict your liability under these provisions. A 28-day returns policy cannot shorten the rights that the Act gives me.

4.6 **Your responsibility as seller.** I bought the Machine from you, and the rights in this letter arise under my contract with you. Any manufacturer's guarantee is additional. I do not have to claim under it first.

5. Rejection and remedy required

5.1 Section 19(3) gives me the right to repair or replacement and, where that has not put matters right, the right to a price reduction or the final right to reject. Section 24(5)(a) lets me choose between those last two rights when goods do not conform to the contract after one repair. One repair has been carried out, on 24 September 2026, and the Machine still does not conform.

5.2 **I choose the final right to reject. I reject the Machine and treat the contract as at an end.** This letter is the clear indication of rejection that section 20 requires. I do not accept a further repair, a replacement, a credit note or a voucher in its place.

5.3 I therefore require you to:

- (a) confirm in writing that you accept my rejection and that I am entitled to a refund;
- (b) refund **£674.00** in full;
- (c) pay **£69.00** for the losses set out in section 6 below; and
- (d) collect the Machine at your cost, as set out in section 7 below.

5.4 No deduction for use may be made. The Machine was delivered on 8 July 2026, so I am exercising the final right to reject within the first six months, and the Machine is not a motor vehicle (section 24(10)).

5.5 If, contrary to this letter, it is found that I was not entitled to reject the Machine, I claim in the alternative an appropriate reduction of the price, or damages for breach of contract. I do not seek to recover twice for the same loss.

6. Losses and calculation of the sum

6.1 The sum I claim is calculated as follows:

- Price of the Machine: **£649.00**
- Delivery charge: **£25.00**

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Refund of the sum paid: £674.00

- Launderette, six visits at £11.50 each, on 19 September, 24 and 31 October, and 7, 14 and 21 November 2026: **£69.00**
- **Total claimed at 25 November 2026: £743.00**

6.2 The launderette charges are a direct result of the fault. I went once in the week before your repair, and once a week from the Saturday after the fault came back. I chose the nearest launderette and paid its standard price. Receipts are enclosed.

6.3 I claim these losses as damages in addition to rejection, as section 19(10) of the Act allows. The refund does not include them, so I do not recover twice.

6.4 If the delivery charge is not refunded as part of the sum I paid, I claim it as damages, because I have had no benefit from delivery of a machine I have had to reject.

6.5 I will continue to need a launderette until I have the money to replace the Machine. I reserve the right to add reasonable further costs, with receipts, after the date of this letter. I will keep them as low as I reasonably can.

7. Collection of the goods and refund method

7.1 The Machine is at my address above and is available for you to collect. It is complete, with its manual, hoses and transit bolts. I can be at home on Tuesdays and Thursdays between 8 am and 6 pm, and Saturday mornings. Please give me at least two working days' notice of the date and a two-hour arrival period.

7.2 Under section 20(8) you must bear the reasonable costs of returning the Machine. I will not pay for collection, carriage, inspection or restocking. I have not agreed to return the Machine in any other way.

7.3 Please make the refund to the same credit card ending 4417 that I used to pay, as section 20(16) requires. I do not agree to any other method for the refund. The Act does not allow you to charge a fee for it.

7.4 The refund must be given without undue delay and in any event within 14 days beginning with the day on which you agree that I am entitled to it (section 20(15)). That period runs from your agreement, not from collection or from any inspection by the manufacturer.

7.5 Please pay the £69.00 for my losses by bank transfer. I will send my account details when you confirm payment.

7.6 I will take reasonable care of the Machine until it is collected. If you have not collected it within 28 days after you pay the refund, I will write to you again before I take any other step.

8. Evidence and documents requested

8.1 I enclose copies of the documents that support this complaint. They are listed at the end of this letter. I am keeping the originals, the photographs and the video in their original form.

8.2 Please send me, with your reply, copies of:

- (a) your engineer's report and the job record for the visit on 24 September 2026;
- (b) your notes of my calls on 15 September 2026 and 20 October 2026, and any recordings;

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(c) any test result or report that you rely on to say that the Machine conformed to the contract on delivery; and

- (d) your complaints procedure and the terms on which you rely.

8.3 Please keep all records about order BA-204417 until this complaint is resolved.

8.4 You may inspect the Machine at my home at a time we agree, provided that this does not delay your reply. An inspection is not an agreement to a further repair.

9. Response deadline and required reply

9.1 Please reply in writing by **9 December 2026**, 14 days from the date of this letter. I regard that as a reasonable time for a straightforward complaint with all the documents attached.

9.2 Your reply should:

- (a) say whether you accept that I have rejected the Machine and am entitled to the refund;
- (b) give the date on which the refund and the £69.00 will be paid;
- (c) propose a collection date;
- (d) if you dispute any part, say which part, why, and on what evidence; and
- (e) say whether it is your final response.

9.3 When you tell me the outcome, please also tell me about any alternative dispute resolution ("ADR") or other arrangement that is available if I am dissatisfied. Section 308 of the Digital Markets, Competition and Consumers Act 2024 requires this of you for any ADR or other arrangement that the section covers. Please give the provider's name and contact details.

9.4 If you need more time, please tell me before 9 December 2026 why you need it and the date of your reply. An acknowledgement alone is not a reply.

10. ADR and ombudsman

10.1 I would like to settle this without a court claim. If we cannot agree directly, I am willing to consider ADR, such as mediation, with a provider that is accredited, or exempt from accreditation, under the Digital Markets, Competition and Consumers Act 2024.

10.2 Please say in your reply whether you will take part, who would provide it, and what it would cost each of us. If you do not wish to take part, please give your reasons.

10.3 My willingness to use ADR does not withdraw my rejection of the Machine, and I do not agree to delay a refund that is due.

11. Next steps and reservation of rights

11.1 If I do not have a satisfactory reply by 9 December 2026, I intend to take one or more of these steps:

- (a) claim against my credit card provider under section 75 of the Consumer Credit Act 1974, under which the provider is jointly and severally liable with you for a breach of contract. The cash price of the Machine is £649.00, which is more than £100 and not more than £30,000;
- (b) report the matter to the Citizens Advice consumer service, which can refer it to Trading Standards;

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(c) refer the dispute to any ADR provider available to me; and

- (d) send you a letter before claim and then, if necessary, make a claim in the County Court in England and Wales. A claim of £743.00 falls within the normal £10,000 limit of the small claims track.

11.2 If I make a court claim, I will ask for the court fee, where recoverable, and for interest under section 69 of the County Courts Act 1984 at the rate the court thinks fit.

11.3 I reserve all my rights and remedies. Nothing in this letter, and no delay on my part, waives any of them. I will not accept a part payment as full settlement unless I say so in writing.

11.4 The facts in this letter are true to the best of my knowledge and belief. I have set out the basis of my complaint, the facts, what I want and how the money is calculated, so that you can answer it fully.

12. Contact and communication preferences

12.1 Please write to me by email at morgan.ellery@example.com, or by post at the address above. If you telephone, please confirm what was said in writing the same day, so that we both have a record.

12.2 I have a hearing impairment. Please do not rely on a telephone call alone, and please send important information in writing.

12.3 Please use my personal data only to deal with this complaint and the refund. Please do not pass my details to the manufacturer or anyone else without asking me first, unless the law requires it.

I look forward to your reply by 9 December 2026.

Yours faithfully

Signed: *Morgan Ellery*

Morgan Ellery

Enclosures (copies)

1. Receipt R-0719-553 and order confirmation BA-204417, dated 2 July 2026
2. Delivery note dated 8 July 2026
3. Photograph of the shelf label with your description of the Machine
4. Card statement showing payment of £674.00 (other entries removed)
5. My call log for 15 September 2026 and 20 October 2026
6. Engineer's visit slip dated 24 September 2026
7. Photographs and video still images of the error code and the leak, 14 September 2026 and 19 October 2026
8. Your emails of 23 October 2026 and 11 November 2026
9. My emails of 2 and 13 November 2026
10. Six launderette receipts, total £69.00

Optional replacement wording (not part of the letter above)

Use the passage that fits your facts in place of sections 4 and 5. Change the subject line, the opening,

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sections 1 to 3 and 6, every reference to the Machine, its repair or its rejection in sections 8 to 11 (including 9.2(a) and (c), 10.3 and 11.1(a)), and the enclosures to match your facts. For passage A, delete section 7. For passage B, delete the repair history if there was none, and note that the six-month presumption in section 19(14) does not apply to the short-term right to reject. Delete this page before you send the letter.

A. Poor service

"On 5 October 2026 you agreed to retile the bathroom floor at my home for £480.00. The work was not done with reasonable care and skill, because eleven tiles are loose and the grout has cracked along two walls. Section 49 of the Consumer Rights Act 2015 treats our contract as including a term that you must perform the service with reasonable care and skill. Under section 57 your terms cannot exclude that liability.

I require you to perform the service again, under section 55 of the Act, so that it conforms to the contract. You must do this within a reasonable time, without significant inconvenience to me, and at your own cost, including labour and materials. Please start by 16 December 2026.

If repeat performance is impossible, or you do not do it within a reasonable time and without significant inconvenience, I will require a price reduction under section 56. Where appropriate the reduction may be the full price. Any refund is due without undue delay and within 14 days beginning with the day on which you agree that I am entitled to it. I reserve my right to damages."

B. Faulty goods in the first 30 days

"The goods were delivered on 12 November 2026 and they are faulty because the door does not lock and no programme will start. They do not conform to the contract under section 9 of the Consumer Rights Act 2015. I am within the 30-day period in section 22. I exercise my short-term right to reject the goods under section 20, and I treat the contract as at an end. Please refund the full price to the card I used, without undue delay and in any event within 14 days beginning with the day on which you agree that I am entitled to a refund. The goods are available for you to collect."

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