

Re: Subject: Urgent – Faulty Sofa Delivery & Return Request

From: Msofas LTD (support@msofas.co.uk)

To: re_wired@ymail.com

Date: Tuesday 12 August 2025 at 10:20 BST

Good morning,

Thank you very much for your message and for accepting the partial refund of £426.90. The refund will be processed to your original payment method within 14 days.

Please also note that by accepting our offer, you waive any further warranty or guarantee on this product.

Thank you.

Kind Regards

Justyna

Msofas LTD - www.msofas.co.uk

0 800 020 9555

0 7400 555 299

0 1422 400215

On Sat, 9 Aug 2025 at 13:40, Rewired Rewired <re_wired@ymail.com> wrote:

Subject: Re: Urgent – Faulty Sofa Delivery & Return Request (Claim Ref: MSOFA000000031816)

Dear Magdalena,

Thank you kindly for your last response and for outlining the final resolution options regarding my Violet Corner Sofa Bed.

Please accept my sincere apologies for the delay in replying. This was never my intention. I've recently regained access to my systems today, which has finally allowed me to respond. The delay was due to a series of serious and distressing events that have impacted my ability to communicate, including police-related incidents and technical setbacks. A partial overview of what occurred can be found here: [My ASP Page](#) . I hope this helps provide some context.

My ASP Page

After reviewing your offer, I would like to kindly accept **Option 3**: the partial refund of £426.90 while retaining the sofa, as final settlement. I acknowledge the reduced value and condition, and I understand that no further claims will be accepted once this option is agreed.

Please confirm the next steps for processing the refund. I appreciate your patience and understanding throughout this matter.

Warm regards, **Simon Paul Cordell** Email: re_wired@ymail.com Address: 109 Burncroft Avenue, London EN3 7JQ

On Friday 1 August 2025 at 14:38:54 BST, Msosas LTD <support@msosas.co.uk> wrote:

Formal Compensation & Resolution Offer - Claim Ref MSOFA000000031816

Date: 01 August 2025

To: Mr. Simon Paul Cordell
109 Burncroft Avenue
London EN3 7JQ
United Kingdom
Email: re_wired@ymail.com

Dear Mr. Cordell,

Thank you for your correspondence and the detailed documents you submitted, including the updated formal claim dated

31 July 2025 regarding your Violet Corner Sofa Bed (Claim Ref: MSOFA000000031816).

We regret that this matter has caused you such distress and inconvenience. After full consideration of your case and discussions with our management and manufacturer, we would like to present you with three final resolution options:

Resolution Options - Final Offer

Option 1 - Collection and FULL Refund

We will arrange the collection of the sofa at no cost to you. Upon safe return to our warehouse, a full refund of £1,422.99 will be issued to your original method of payment immediately after collection.

Option 2 - Exchange

We will replace your current Violet Corner Sofa Bed with a new unit of the same model. The exchange will be scheduled once confirmed and available from the manufacturer.

Option 3 - Partial Refund, Sofa Retained

You may retain the existing sofa and accept a 30% refund of the purchase price (£426.90) as final settlement, acknowledging the reduced value and condition. No further claims will be accepted once this option is agreed.

Next Steps

Please confirm your preferred option in writing no later than 14 August 2025.

If we do not receive a response by that date, we will consider the matter closed, and no further action or communication will be taken in relation to this claim.

We aim to bring this matter to a fair and final conclusion. Kindly note that this offer is made without prejudice and as a goodwill gesture in the interest of resolution.

If you have any questions regarding the above options, please contact us at support@msosas.co.uk.

Kind regards,

Magdalena
Company Manager
Msosas LTD

www.msosas.co.uk

0800 020 9555 | 07400 555 299 | 01422 400215

On Thu, 31 Jul 2025 at 15:21, Rewired Rewired <re_wired@ymail.com> wrote:

Subject: Attached: Formal Compensation & Resolution Demand – Claim Ref MSOFA000000031816

Dear Msosas Customer Care,

Please find attached my final formal claim regarding the defective Violet Corner Sofa Bed delivered on 7 June 2025, alongside supporting documentation including timelines, sick note references, and detailed evidence of your company's mishandling of the return process, consumer rights, and duty of care.

This submission outlines:

- My original purchase intent and unjust treatment
- Legal basis for full refund and compensation
- Statutory entitlement to recover litigation expenses if escalation is required

I require written acknowledgment of receipt and a response by **7 August 2025**, as per the resolution window outlined in the attached document. Failure to act by this date will result in escalation to external regulatory and legal channels without further notice.

Should you have questions about any aspect of the attachment, I'm happy to clarify—however, I will not entertain attempts to reframe or rewrite my position, which is clearly evidenced and documented.

Yours sincerely, **Simon Paul Cordell**  re_wired@ymail.com  Claim Reference:

MSOFA000000031816

On Tuesday 29 July 2025 at 10:14:19 BST, Msosas LTD <support@msosas.co.uk> wrote:

Good morning,

I'm very sorry to hear you feel that way, and I truly regret that this situation has caused you such distress.

Following a discussion with our management team, we can offer you two options to choose from:

1. **A full replacement** - The manufacturer has agreed to replace it entirely with a new one.
2. **A full refund** - We can arrange for the sofa to be collected from you, and once it's returned, a full refund will be issued.

Please let me know which option you would prefer so I can pass the information on and proceed accordingly.

Thank you for your ongoing understanding and patience.

Kind Regards

Justyna

Msosas LTD - www.msosas.co.uk

0 800 020 9555

0 7400 555 299

0 1422 400215

On Thu, 24 Jul 2025 at 18:50, Rewired Rewired <re_wired@ymail.com> wrote:

 Another Final Email to MSofas LTD

Subject: Formal Demand for Immediate Compensation and Accountability

To: support@msofas.co.uk

From: Simon Paul Cordell

Date: Thursday, 24 July 2025

Dear MSofas Customer Care,

This email constitutes a formal demand for accountability regarding the severely mishandled sale and delivery of my Violet Corner Sofa Bed, **ordered on 1 April 2025 for £1,422.99 GBP** and delivered on **Saturday, 7 June 2025**. As of today, **24 July 2025, 47 days have elapsed since delivery and 114 days since payment**, during which time since delivery I have been left without suitable furniture and appropriate redress, or even the courtesy of a basic apology as I have continually request for due to harmful and wrongful accusation made by my Msofas staff in response to my Complaint.

It is said that across **14 documented emails sent between 9 June and 24 July**, I have detailed the following:

- 📅 **Email #1 — 9 June 2025 at 13:22 BST:** I immediately reported multiple structural faults with the delivered sofa:
 - Unstable hinge mechanisms
 - Material tearing due to design flaws
 - Entirely unfit for purpose and not as described
- 🚚 Despite concerns voiced directly to your delivery driver prior to unpacking, your team removed the packaging without my consent. I flagged this clearly in Email #1 and reject any attempt to enforce your **15% deduction policy** under those circumstances.
- 🏠 Due to your refusal to act promptly, my original **£5,000 Italian leather sofa**—acknowledged by others as superior in build quality, was forcibly **disposed of** after being stored in my **communal corridor**, where I received **fire hazard complaints**. Again, this was raised in **Email #1**, yet ignored until irreversible loss occurred, by Msofas Staff.
- 🔥 You failed to respond to serious safety concerns associated with the storage of the faulty sofa, which should have triggered immediate attention and resolution. Instead, I was left facing **complaints from neighbors** and worsening emotional stress.
- 🛠️ My living room was **redesigned specifically for this sofa**, involving thousand ponds and more in custom-built cupboards, to match the sofa, as you said you would repair it new fireplaces, and décor—now rendered meaningless.
- 🏥 I'm recovering from surgery and require a functional, comforting space to return to. Your latest offer of collection and delayed refund does not solve this—it leaves me with **no sofa, no restitution, and no consideration for my health**. I will not accept this abandonment of responsibility.

 Legal Summary

Under the **Consumer Rights Act 2015**, I am entitled to:

- **Immediate full refund** without deductions
- **Compensation** for consequential losses
- **Redress for emotional distress and disruption to recovery**
- Protection against further delay or forced return, especially given prior use only resulted from hardship

I invoke my right to:

- **Retain the sofa at a reduced cost**, acknowledging its diminished value and your failure to resolve matters promptly
- Receive **formal compensation** for disposal of my original sofa and investment in redesign
- Obtain a **written apology**, recognising your delay and negligence

🔥 My Formal Demands

1. **Do not arrange collection** without prior discussion and agreement on compensation.
2. Offer a **fair retention proposal** for the sofa given the circumstances and irreversible loss.
3. Issue **formal compensation** for furniture disposal, redesign costs, and emotional hardship.
4. Deliver a **written apology** and acknowledgement of your mishandling.

Unless resolved.

If this matter is not resolved fairly and swiftly, I will escalate to:

- **Trading Standards**
- **Consumer Ombudsman**
- Formal **legal action** for damages and breach of duty.

Your conduct thus far has failed not just legally, but morally. I expect resolution—not deflection.

Yours sincerely, **Simon Paul Cordell**

📧 Final Draft Email to MSofas LTD

Subject: Formal Demand for Immediate Compensation and Accountability **To:** support@msofas.co.uk
From: Simon Paul Cordell **Date:** Thursday, 24 July 2025

Dear MSofas Customer Care,

This email constitutes a formal demand for accountability regarding the severely mishandled sale and delivery of the Violet Corner Sofa Bed, **ordered on 1 April 2025 for £1,422.99 GBP**, delivered on **Saturday, 7 June 2025**, and flagged with manufacturing faults on **Monday, 9 June 2025 at 13:22 BST**. As of today, **24 July**, **47 days have passed since delivery** and **114 days since payment**, during which time I have been left without suitable furniture, adequate redress, or even the courtesy of an apology.

Across **14 documented emails sent between 9 June and 24 July**, I have detailed:

- 📅 **Email #1 — Monday, 9 June 2025, 13:22 BST:** Clear photographic and video evidence of a structurally defective sofa—unfit for purpose, unaligned with advertised quality, and unused due to immediate faults.
 - Unstable hinge mechanisms
 - Material tearing due to poor construction
 - Concerns verbally raised with delivery staff during unpacking
- 📦 Despite objections, your team removed packaging, yet later threatened to deduct 15% for its absence, which I refuted in the same email. This removal was not my choice, and your policy was misapplied.
- 🔥 My original **£5,000 Italian leather sofa**, objectively of higher build quality was placed in the **communal corridor** following delivery of the faulty item. I immediately raised **fire hazard concerns** and complaints from neighbors and Council and put you in receipt of such information, in Email #1. This emergency issued raised were ignored. The sofa was ultimately **forcibly disposed of** a loss directly caused by your delay.
- 🗉 In your **first reply**, rather than acknowledge product faults, you attempted to **blame me**, claiming the damage was caused by “**Excessive Force**” and “**visible shoe marks**,” which your engineer later disproved. They confirmed the **dual-section build** could not have caused tearing and **no mechanical force was applied** to the damaged half.

- 🚫 In **Email #4**, you stated that as the sofa was **“Made To Order,”** it was **ineligible for return**, despite your **Express Delivery page offering returns**, and the fact that statutory rights override internal policy. This cornered me into feeling that **there was no option but to keep furnishing my flat** around this sofa, investing in matching items and bespoke pullovers to protect it, as well as new cupboards, new fireplace and more, all of which now represent wasted expenditure due to Msofas acting fairly and in accordance to law.
- 🛠️ You offered inspection by an engineer, and in that email the Msofas staffs tone implied I would bear the repair cost no matter of the true circumstances. This made clear your stance: **accuse the customer, deny liability, and delay accountability.**
- 📧 In your **12th response**, you stated the sofa would be **“Replaced”** and **“There Was No Other Option.”** Then, in **Email #14** dated 24 July, you contradicted this by stating the sofa would instead be **“Collected And Refunded.”** After weeks of conflicting communication, neither path adequately addresses the **damage already done.**

⚖️ My Legal Position

Under the **Consumer Rights Act 2015**, I am entitled to:

- **A full refund without deductions!**
- **Compensation for consequential losses!**
- Protection from policy misapplication!
- Redress for **false blame, deliberate manipulation tactics** and **hardship caused by delay.**

Your suggestion to collect the sofa after such a delay for a fair refund **does not resolve the issue.** I've been forced to use the sofa due to lack of alternatives, it now holds **no resale value**, and your failure to act promptly stripped me of better options.

🔔 My Formal Demands

1. **No collection** unless preceded by agreement to compensation or discounted retention.
2. **Immediate compensation** for:
 - Disposed Italian leather sofa (£5,000 value) if the sofa is collected and I am wrongfully left without due to you team wavering the liability when you are at fault.
 - Redesign costs including cupboards, soft furnishings, and fireplace
 - Emotional and physical hardship I will suffer during medical recovery, as this is what my home has been rushed to be decorated for. I am due to have medical surgery within the next week or so and the decoration has been done to aid in my recovery.
3. A **written apology** acknowledging:
 - Product faults
 - False blame
 - Contradictory and misleading communications
 - Fire hazard complaints and ignored safety risks

Should this not be resolved promptly, I will escalate through:

- **Trading Standards**
- **Consumer Ombudsman**
- **Legal counsel for damages and breach of duty**

You've had **114 days** to act and instead chose avoidance, deflection, and contradiction. I expect full and fair resolution, not another misleading paragraph. My Prior offer still stands of £500 pounds for the defaulted sofa and is a fair offer considering the circumstances and my losses and is still even negotiable. Please re-evaluate what you are doing to me and my home.

Yours faithfully, **Simon Paul Cordell**

On Thursday 24 July 2025 at 11:31:16 BST, Msofas LTD <support@msofas.co.uk> wrote:

Good morning,

Thank you for your email.

In this case, your sofa will be collected, and a full refund will be issued within 14 days from the date of collection.

The exact collection date will be confirmed via email and SMS 3 to 5 days in advance.

If you have any further questions in the meantime, feel free to contact us.
Thank you.

Kind Regards

Justyna

Msofas LTD - www.msofas.co.uk

0 800 020 9555

0 7400 555 299

0 1422 400215

On Tue, 22 Jul 2025 at 10:55, Rewired Rewired <re_wired@ymail.com> wrote:

Subject: Final Request for Resolution – Faulty Sofa MSFS163 & Consumer Rights Act 2015

Dear Msofas Customer Care Team,

I am writing to formally present the options I believe offer a reasonable and lawful path forward in resolving my ongoing sofa complaint, referenced under inspection case **MSFS163**.

Since the **original delivery on 7 June 2025**, I have not been able to use the sofa as intended. It has suffered from serious build defects, including structural imbalance, unstable hinges, torn handles, caused by manufactures misalignment of back section. This is now confirmed by your independent engineer's report dated **30 June 2025**. Despite raising these concerns on the **day of delivery** and submitting extensive video/photo evidence since prior to the **9th of June 2025**, upsettingly I have been repeatedly accused of causing damage, despite never using the sofa or being forceful or negligent with it and sadly for me I have received no apology for these false allegations that were deliberately created to wavier my legal rights for resolution of the defaulted sofa and this situation has made me feel deeply uncomfortable in my own home throughout this experience.



My Legal Position

Under the **Consumer Rights Act 2015**, I am entitled to a refund or replacement for a product that is not fit for purpose, not as described, or of unsatisfactory quality, regardless of whether it was made to order, as you still refuse to accept or acknowledge. Your refund refusal citing "**Custom Build**" does **not override UK consumer law**.



Inspection Summary

- **Engineer report (MSFS163)** confirms difficulty operating bed mechanism, instability, ripped fabric, and poor alignment.
- No repairs were possible on-site.
- Sofa remains unused due to distress and unresolved defects.
- Claims of misuse are not evidence-based and remain speculative until disproven.



Resolution Options I am Willing to Consider

Option 1: Return & Replacement (I'm honestly very Reluctant but this option "May Be Acceptable Under Agreed Conditions"). I may agree to return the faulty sofa and wait for a replacement but due to original 3-month build delay, and now waiting again, this process may stretch toward **a full year since payment**, and this makes me reluctant to accept this offer and if I ever did, I would defiantly expect:

- A written apology from Msofas staff.
- Confirmed warranty and an extension on warranty for the replacement unit.
- At least **£350 compensation** for loss of use and delay, dependent on agreed dates, meaning for an agreed upon completion Date to be complied so if the date exceeds its agreed upon completion date as an overlap for a complete refund to be provided alongside with **£450** pounds in compensation.

Option 2: Refund & Renegotiation for Replacement Purchase Accept a refund in accordance with consumer law. I am willing to repurchase a similar sofa, potentially from you, without the defective design, if necessary.

- A written apology from Msotfas staff.
- The Legal right for me to be Granted right to buy the Damaged Sofa at the defaulted value of its value worth and I personally therefore: --



Request for Ownership Transfer at Defaulted Value (Cash Offer Included)

Given that the sofa has now been acknowledged as structurally defective and written off by both the inspection report (MSFS163) and the manufacturer, I hereby request that I be granted the **legal right to retain and purchase the damaged unit**.

I am willing to do so on the following terms:

- A **realistic market valuation** is agreed, reflecting the sofa's current written-off status
- That valuation should account for:
 - Loss of warranty
 - Structural instability
 - Damaged fabric and fittings
 - Time lost and emotional distress
- My intention is to legally retain the sofa without expectation of further repair or replacement
- I waive future rights to claim against this unit, should this agreement be accepted

The **original sofa price was £1,422.99p GBP**. I now offer **£500 in cash** as its **defaulted recovery value**, which reflects:

- ~65% depreciation due to confirmed defects
- Warranty voided
- Structural damage
- No usage since delivery

This cash offer would:

- Resolve the matter without the need for return logistics
- Prevent waste of materials and warehouse storage
- Allow me to repurchase a new unit if I wish
- Close this case amicably and lawfully

Please confirm whether this pathway is acceptable and respond in writing with your assessment and confirmation. If a different valuation is proposed, I request that it be transparently itemized and justified based on the inspection findings.



Summary Request

I request that one of these two offers be finalized so it can be agreed upon , and that you respond in writing with:

- A formal apology for past accusations
- Confirmation of warranty terms
- Clear decision on the selected options
- Confirmation of timeline for resolution!

If a fair resolution is not reached, I will escalate the matter to **Trading Standards** and consider legal action.

Best regards, **Mr. Simon Paul Cordell** [Phone and address as already provided in the engineer's report]

P.s.

I have included a weblink to were I host all of our case files in my website for your own review:

<https://horrificcorruption.com/> "Main Website"

<https://horrificcorruption.com/Server2/> "All Claim Files"

<https://horrificcorruption.com/Server2/MSofas-2-07-07-2025/index01.asp> "MSofas Claim Files!"

On Tuesday 15 July 2025 at 10:28:42 BST, Msofas LTD <support@msofas.co.uk> wrote:

Good morning,

Can you please get back to me regarding this complaint as soon as possible? I need to confirm everything with the manufacturer.

Thank you.

Kind Regards

Justyna

Msofas LTD - www.mssofas.co.uk

0 800 020 9555

0 7400 555 299

0 1422 400215

On Thu, 10 Jul 2025 at 12:48, Msofas LTD <support@mssofas.co.uk> wrote:

Good afternoon,

We would like to inform you that the sofa will be replaced with a new one.

Please kindly confirm this so that I can pass the information on to the manufacturer and proceed with the next steps.

Thank you in advance, and I look forward to your reply.

Kind Regards

Justyna

Msofas LTD - www.mssofas.co.uk

0 800 020 9555

0 7400 555 299

0 1422 400215

On Thu, 3 Jul 2025 at 09:14, Msofas LTD <support@mssofas.co.uk> wrote:

Good morning,

Yes, sure. Please take a look at the report I've attached.

Thank you.

Kind Regards

Justyna

Msofas LTD - www.mssofas.co.uk

0 800 020 9555

0 7400 555 299

0 1422 400215

On Wed, 2 Jul 2025 at 15:27, Rewired Rewired <re_wired@ymail.com> wrote:

Please can you disclose a copy of the report to myself as soon as possible please for my own review!

Kind regards
Mr. Simon Paul Cordell

On Wednesday 2 July 2025 at 12:22:02 BST, Msofas LTD <support@msofas.co.uk> wrote:

Good afternoon,

I would like to confirm that the report from the sofa inspection has been sent over to the manufacturer. I'll get back to you as soon as I get a response.

Thank you.

Kind Regards
Justyna
Msofas LTD - www.msofas.co.uk
0 800 020 9555
0 7400 555 299
0 1422 400215

On Fri, 20 Jun 2025 at 11:12, Msofas LTD <support@msofas.co.uk> wrote:

Good morning,

Thank you for your message.

We understand your concerns and would like to assure you that we are taking your case seriously. To move forward in a fair and transparent manner, we will arrange for an independent inspection of your sofa by a certified service technician. This impartial assessment will determine whether any structural faults or manufacturing defects are present.

If the inspection confirms that the sofa has structural defects or issues related to build quality, we will proceed with a replacement of the sofa at no additional cost to you.

The independent service team will be in touch with you directly to arrange a suitable date and time for the inspection.

We appreciate your patience and cooperation as we work towards a resolution, and we remain committed to addressing this matter properly and in accordance with your consumer rights.

Kind Regards
Justyna
Msofas LTD - www.msofas.co.uk
0 800 020 9555
0 7400 555 299
0 1422 400215

On Wed, 18 Jun 2025 at 23:10, Rewired Rewired <re_wired@ymail.com> wrote:

Subject: Final Formal Response – Faulty Sofa & Legal Rights Under Consumer Law!

Dear Msofas Customer Care Team,

I acknowledge receipt of your latest email dated “**13 June 2025.**” While I appreciate the offer of an independent engineer inspection, I remain “**Deeply Dissatisfied**” with how this matter has been handled. Your refusal to acknowledge the “**Clear Defects**” and “**Misleading Claims**” regarding my legal rights under the “**Consumer Rights Act 2015**” are unacceptable.

Key Issues You Have Failed to Address:

1. Defective Design & Structural Faults:

- a. The “**Sleeping Area**” is excessively tight, making it near-impossible to pull out.
- b. The “**Straps Supporting The Sleeping Section**” are not adequate for long-term durability.
- c. The “**Fabric Tearing Issue**” was present “**Before I Contacted Msofas And Occurred Again In Demonstration,**” yet you falsely implied misuse.
- d. The “**Bed Section’s Hinges Mechanism Are Unstable,**” with “**One Side Weaker Than The Other,**” making it difficult to pull out and close properly. This is a “**Clear Fault With The Sofa’s Build Quality,**” not user error.

2. Misleading Claims About My Legal Rights:

- a. The “**Made-To-Order Exemption Does Not Override Consumer Law,**” faulty goods must be refundable.
- b. UK law states “**Any Defective Item, Regardless Of Customization,**” must meet satisfactory quality.
- c. Your Terms & Conditions “**Cannot**” override my legal entitlements.

3. Unjust Handling of My Case:

- a. I was asked “**Multiple Times**” to provide video evidence of the faults, despite already having submitted clear documentation. This repetitive demand appears to serve no practical purpose other than to “**Delay Resolution**” and impose unnecessary burden.
- b. Your team’s claim that “**Footprints**” and “**Excessive Force**” caused further damage in the demonstrated video is entirely “**Baseless.**” The video was recorded to illustrate the same and another existing defect, not to create one. Such accusations are both “**Unfounded And Inappropriate,**” especially in the absence of a formal inspection.
- c. No apology has been issued for the way my legitimate concerns were dismissed and then “**Wrongfully Reframed As Misuse,**” and “**As I Still Rightfully Request For!**” These accusations have been not only unfair but also “**Distressing,**” as they imply blame without evidence, naturally, until an engineer conducts a full and impartial inspection and such conclusions must remain speculative and “**Wholly Unacceptable**” until then.

Formal Request & Next Steps:

I “**Accept**” an independent engineer visit as the “**Final Step Before A Refund Confirmation.**” However, I want to be clear:

- If the engineer confirms “**Structural Defects,**” making the sofa “**Unfit For Long-Term Use As Expected,**” or for my use in a near on period and due to a fairly agreed upon resolution then I will “**Expect A Full Refund.**”
- Simply reattaching handles with extra thread that the manufacture did not install does not resolve the “**Fundamental Design Fault’s,**” with the handles nor does it address the hinge mechanism in default that causes the sofa not to open or close with ease as it should.
- If you continue to “**Wrongfully Contest**” my Legal Rights, I will escalate the matter to “**Trading Standards!**”

Legal Standpoint:

I “**Refuse**” to accept the blame for pre-existing defects. The sofa was inspected “**Immediately Upon Delivery And Reported To Yourselves,**” and I have “**Not**” used it due to its “**Unacceptable Condition.**” My “**Legal Entitlement**” to a “**Full Refund**” remains valid under the “**Consumer Rights Act 2015.**”

- I request an “**Apology For The Two Separate Incidents Listed**” and I also request “**Written Confirmation**” of the next steps “**Without Further Deflection.**” I expect an “**Engineer Visit Scheduled Promptly**” and a “**Clear Resolution Following Their Report.**”

If no reasonable agreement is reached, I will “**Take Formal Action.**”

Best regards, **Mr. Simon Paul Cordell**

On Friday 13 June 2025 at 09:59:19 BST, Msofas LTD <support@msofas.co.uk> wrote:

Good morning,

Thank you for getting in touch with us.

We would like to clarify that the sofa you ordered was delivered in perfect condition, without any damages or defects. The item matched the description and images provided on our website.

Our delivery team assembled the sofa for you upon arrival, and at the time of delivery, photographs were taken as proof of condition and successful handover. No faults or issues were reported during or immediately after delivery.

We understand that you contacted us after the sofa had been taken apart. Please note that if there is indeed a potential manufacturer defect, we are required to send an independent technician to inspect the sofa and assess its condition. Only after receiving their official report will we be able to determine the appropriate next steps.

As stated in our Terms and Conditions, if a product is found to have a fault, our policy is to attempt a repair as a first course of action.

At this stage, we are unfortunately unable to approve a collection and refund. The sofa must first be thoroughly inspected and, if possible, repaired.

Thank you for your understanding, and please let us know if you would like us to arrange the technician visit.

Kind Regards
Justyna
Msofas LTD - www.msofas.co.uk
0 800 020 9555
0 7400 555 299
0 1422 400215

On Thu, 12 Jun 2025 at 15:30, Rewired Rewired <re_wired@ymail.com> wrote:

Subject: Urgent – Legal Right to Return Faulty Sofa

Dear Msofas Customer Care Team,

Thank you for your response. However, I must formally challenge your claim that my sofa is not eligible for return due to being a made-to-order product.

Under the “**Consumer Rights Act 2015**,” I have the legal right to reject goods that are faulty, not as described, or unfit for purpose, regardless of whether they are custom-made or not. The law explicitly states that all products sold must meet satisfactory quality standards, and if they fail to do so, the customer is entitled to a “**Full Refund Within 30 Days Of Delivery**.”

Why Your Policy Does Not Override Consumer Law:

1. **Faulty Goods Must Be Refundable**: The Act states that if a product is defective, the retailer must offer a refund, repair, or replacement. My sofa has clear defects, including unstable hinges, poor build quality, and lack of advertised comfort.
2. **Misleading Description Violates Consumer Rights**: The sofa does not match the advertised specifications, meaning it is not as described, which is grounds for a refund.
3. **Made-to-Order Exemption Does Not Apply to Faulty Goods**: While custom-made items may have different return policies, this does not apply when the product is defective.

Poor Handling of My Case by Msofas Support:

I am extremely unhappy with the way Msofas Support has handled this matter.

- Your team has accused me “**without any basis**” of using excessive force, despite the fact that the sofa has not even been examined by an independent technician.
- You have made up claims about footprints being visible, when there are no tread marks whatsoever, further showing an attempt to shift blame onto the customer rather than acknowledging product faults.
- You have failed to provide a reasonable explanation as to why my concerns are being dismissed instead of properly investigated.
- I have not received any apology for these false accusations, which is completely unacceptable to customer service.

Next Steps:

I do not accept a repair as a resolution, as the product fails to meet acceptable quality standards. I am formally requesting a full refund, as is my legal right.

If this matter is not resolved promptly, I will escalate it to “**Trading Standards**” and seek further legal action. Please confirm the next steps for collection and refund processing.

Best regards, **Mr. Simon Paul Cordell**

On Thursday 12 June 2025 at 12:50:47 BST, Msofas LTD
<support@msofas.co.uk> wrote:

Good afternoon,

Thank you for your message.

Please note that only sofas listed under the "Express Delivery" section on our website are eligible for returns. Unfortunately, products that are made to order, such as your sofa, are not eligible for return, as they are custom-made to your specifications. I'm truly sorry for any inconvenience this may cause.

The only option we can offer at this time is to send an independent service technician to inspect the sofa. They will be able to assess the issue in detail and, if possible, carry out any necessary repairs.

Please let me know if you're happy for us to pass on your contact details so we can arrange this service for you.

Thank you, and I look forward to your reply.

Kind Regards

Justyna

Msofas LTD - www.msofas.co.uk

0 800 020 9555

0 7400 555 299

0 1422 400215

On Wed, 11 Jun 2025 at 12:46, Rewired Rewired <re_wired@ymail.com> wrote:

Subject: Urgent – Faulty Sofa Delivery & Return Request

Dear Msofas Customer Care Team,

I recently had a conversation regarding the sofa I purchased from your company and was asked to forward another video of the sofa in my front room. The previous video showed the sofa split to highlight errors related to the sleeping side.

I am unhappy with the sofa due to its quality issues and have formally requested a refund. The build of the sofa does not match the description provided, and it has defects for which I am not at fault. The concerns I outlined in my last email remain unresolved, as I previously demonstrated in the video I sent to Msofas staff upon their initial request.

Now, I have been asked yet again to submit another video illustrating the same defects, simply because the previous video showed the sofa separated into two sections. This is deeply concerning, as it seems your support team is attempting to delay the return process or find an excuse to refuse my legal request for a **"full refund under the Consumer Rights Act 2015."**

Issues with Delivery and Product Quality:

Firstly, I am open to having an engineer visit my property to assess whether the sofa has been damaged intentionally or by mistake. However, the defects could have occurred during transit from Poland to the UK or from your warehouse to my home. The sofa has not been used, as the defects became apparent during our post-delivery inspection, which is standard practice for most purchases.

Additionally, the delivery was behind schedule by **1.5 hours**, arriving at **3 PM** rather than within the stated window of **9 AM – 1:30 PM**. Due to the rushed delivery, no one noticed the problems until after the drivers had left.

Misleading Comments from Msosas Staff:

I would like to address several misleading statements in your last email:

1. **"There is no possibility of assembling the sofa with the packaging."** This appears to be an attempt to avoid reimbursing me for the 15% return fee stated in your policy. The delivery team removed the packaging, despite me expressing my dissatisfaction and consideration of a return. This action put me at a disadvantage regarding the return policy, and your staff are now using this fact unfairly.
2. **"If the sofa had remained connected, you would not have encountered any problems."** This statement is false. The sofa was separated as designed by the manufacturer, as shown in the video. It was not cut in half, nor was the separation improper. The purpose of showing the sofa split was to highlight faults, not to debate its assembly.
3. **Fabric Tearing Concerns:** Your staff's suggestion that the fabric tearing resulted from misuse is inaccurate. The issue was present on the right-hand side before I contacted Msosas Customer Support, and it stems from a design flaw, not improper handling and without an engineer attending to view the sofa first due to the two different sections contained in the bed section being a default and having an effect on one and the other. It is horrendously wrong for Msosas staff to make this accusation about me and therefore reckless of them in proceedings.

Formal Request:

My request for the return of the sofa is not up for debate; it is a legally binding matter. I will not allow Msosas staff to deny my rightful refund for a product that fails to meet satisfactory standards.

Additionally, I request an apology for the accusation of damaging the product, as this is entirely unwarranted. If an independent party were to inspect the sofa, they would clearly see that it does not function as advertised.

Furthermore, regarding the **"invisible footprint"** alleged in my first complaint:

- I have carefully reviewed my recollections and video footage, and I can personally guarantee that your staff are mistaken.
- I have not used the sofa, nor has anyone else.

Next Steps:

I request that the matter be resolved promptly and that my refund is processed without further delay. I have also attached another video to further illustrate my concerns.

Please confirm the next steps for collection and resolution at your earliest convenience.

Attached Video Link as Requested: horrific-corruption-files.webhop.me/Sofa/The-Second-Video.mp4

Best regards, **Mr. Simon Paul Cordell**

On Tuesday 10 June 2025 at 14:01:12 BST, Msosas LTD
<support@msosas.co.uk> wrote:

Good afternoon,

Thank you very much for your email and for sharing the information regarding your delivered sofa.

According to our records, your sofa was assembled by our delivery team upon arrival. As part of our standard procedure, our drivers also remove all packaging to assist customers in disposing of waste efficiently. There is no possibility of assembling the sofa with the packaging.

We kindly ask you to clarify why the sofa was separated into two parts after delivery. Please note that the corner unit is not intended to be disconnected, and it must remain joined in order to use the sleeping function correctly. Attempting to open or close the sleeping function when the sofa is disconnected will result in issues, which appears to be the case here.

If the sofa had remained connected, you would not have encountered any problems opening or returning the sleeping mechanism to the seated position. In the video you provided, we can hear the fabric tearing due to the use of excessive force, which unfortunately led to the material being damaged. We must kindly inform you that we cannot take responsibility for damage caused in such circumstances.

Additionally, we noticed visible shoe marks on parts of the sofa, indicating that someone may have walked or sat on it while it was separated. This is not allowed, as sitting or standing on an unconnected sofa causes instability.

Please reconnect both sofa sections as originally delivered and try to operate the sleeping function again. Once done, kindly send us another video so we can assess the situation more accurately and assist you further.

Thank you for your understanding and cooperation.

Kind Regards

Justyna

Msofas LTD - www.msofas.co.uk

0 800 020 9555

0 7400 555 299

0 1422 400215

On Mon, 9 Jun 2025 at 13:23, Rewired Rewired <re_wired@ymail.com> wrote:

Dear Msofas Customer Care Team,

I hope you are all well. I recently received my sofa from you, and I am now in a position where I am writing to formally request the re-return of the Sofa, which arrived on **Saturday, 7th June 2025**.

While I appreciated the service and communication throughout the waiting period, I was deeply disappointed upon receiving the sofa, as it upsettingly does not match the quality, description, or functionality advertised on your website, on this occasion.

Specifically, the sofas issues:

1. **Faulty Mechanism**: The bed section's hinges are unstable, with one side weaker than the other, making it difficult to pull out and close properly. This is a default with this sofas Quilty build.
2. **The Sleeping area, the same as main colour**: This area of the sofa causes the material to tear from the sofa due to its handles and with the reason being that when folded down the area becomes lodged into the next fold down area. This problem is to an extent that it can cause the whole sofa

section to be lifted as you are carefully refolding it and for the handles to start to tear away from the sofa as mentioned.

3. **The quality:** of the sofa is not as described, I have yet to use it in any form or way since it has been delivered and this means that I am left without a sofa. I have had other persons view the sofa and they have agreed that the quality of my prior sofa was of a better build quality, and this is very upsetting to me and makes me very unhappy with it.

I would also like to mention that I did raise my questions of concerns with the delivery driver before the sofa was unpacked, about the possibilities of returns and so, on, as I was not interlay happy with the delivered product and I was told that it would be no problem as returns are accepted. Yet, MSofas Services still disposed of the packaging as part of your stated recycling service. According to your own delivery policy, this is standard practice, but since I expressed hesitation, the driver should have informed me of the consequences. As this was not a voluntary action on my part, I firmly believe that the **15%** deduction for missing packaging should not apply in this occasion that I have since read about in your website.

I have included:

1. [1] video Link: <https://horrific-corruption-files.webhop.me/Sofa/>

2. [3] images.

I understand that under the Consumer Rights Act, I have the legal right to reject goods that are unsatisfactory, unfit for purpose, or not as described. Given these issues, I request:

- A **“Full Refund,”** without any penalty due to the missing packaging **“which was removed by your team”**.

I would appreciate a swift response so we can resolve this matter amicably. Please confirm the next steps at your earliest convenience.

Best regards, Simon Paul Cordell