

Re: Subject: Urgent – Faulty Sofa Delivery & Return Request
From: Rewired Rewired (re_wired@ymail.com)
To: support@msofas.co.uk
Date: Wednesday 18 June 2025 at 23:10 BST

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 Msocas 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 Msocas 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 Msocas 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 Msocas 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, Msocas LTD <support@msocas.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

