

Mr P Beardwell  
41 Bryn Cottages  
Pontyrhyl  
Bridgend  
CF32 8PX  
15th July 2013

Dear Mr John,

Re: Mazda 6 Diesel Reg Number DE04 WLH  
Purchased 27/03/2013

Please accept this letter as formal notification that I am rejecting the above named car as it is not fit for purpose.

There are a number of faults which have been present since purchase and attempts to remedy the faults by your garage have caused additional faults to become apparent. Please find below the timeline of events and list of faults that have been discovered so far;;

27/03/2013 Purchased car and informed you within 48 hours that engine management light was coming on and car was intermittently stalling and losing power. We agreed to monitor situation for a few more days with a view to returning the car for repair if needed.

12/04/2013 - Complete failure of clutch at roadside. RAC called and confirmed clutch failure. Car recovered at our cost to your garage for repair.

17/04/2013 - Car collected by Mrs Beardwell after replacement of clutch and gearbox by your garage. Driven for less than 1 mile by Mrs Beardwell before engine cut out and black smoke appeared from exhaust.

17/04/2013 - Car driven back to your garage at your request for further repair attempt.

25/05/2013 - Car collected by Mrs Beardwell after your garage having the car for over 5 weeks. Advised by your mechanic that the turbo and fuel injectors have been replaced and new battery fitted.

02/06/2013 - Car battery lost all charge. RAC called and confirmed at roadside that alternator was not charging battery. Informed you by telephone and we were asked to recover the car at our expense to your garage where you would pay for labour if we bought a replacement alternator.

04/06/2013 - Due to previous experience with your garage and being without car for 5 weeks already we decided to replace the part ourselves at our own cost. The price quoted by you for the part only was close to the total cost of parts and labour at our local garage and they would complete the work in one day.

14/06/2013 - Car still intermittently losing power and stalling. After research we determine that the suction control valve is faulty and this was replaced at our cost. This resolves the intermittent stalling problem.

25/06/2013- Major oil leak from turbo oil inlet pipe and turbo oil outlet pipe. With 6 days to go before our

family holiday to Cornwall we did not want to risk being without the car for weeks again by contacting your garage. Turbo oil inlet and outlet pipe replaced at our cost. At this point the mechanic we employed noted that the turbo had not been fitted correctly by your garage and had missing bolts on a retaining bracket. This was remedied by our mechanic.

06/07/2013 - Second major oil leak from turbo pipe on way back from Cornwall. Failed on A30 (Okehampton) and pulled over to side where RAC called. Car recovered to local garage by RAC. Turbo oil inlet pipe confirmed as being snapped and was repaired by local garage at our expense.

06/07/2013- Stopped at second Severn crossing toll booth and car engine severely smoking with smoke entering car through aircon vents. Evacuated car and fire brigade called upon advice of Severn crossing control centre manager. Car was made safe and recovered to side of road by fire brigade. No engine fire was found but smoke caused by excess of leaking oil. RAC called again and RAC mechanic states that symptoms indicate a failed turbo. Car recovered on tow truck to our home address.

10/07/2013 - Car recovered by you for further repair attempt at your cost after discussion with Mrs Beardwell on phone. You stated that the turbo is under warranty because it was only replaced 4 weeks ago.

12/07/2013 - You informed us that the engine was dead on the car and we should sell it for scrap and that you would not be refunding us or providing any compensation.

Please find below the faults that we believe were present at the time of sale:

- Damaged clutch
- Damaged gearbox
- Damaged fuel injectors
- Damaged turbo
- Damaged suction control valve
- Damaged alternator

After repair by your garage we believe the following faults manifested:

- Replacement using a substandard turbo and incorrect fitting of said turbo lead to faults with turbo oil inlet and outlet pipes due to excessive vibration

It was noted by our mechanic who replaced the turbo oil pipes that when your garage replaced the turbo it was not fitted correctly causing excessive vibration which may have then resulted in the damaged turbo oil pipes. It was then further noted by the garage in Cornwall that the turbo was not new and had an amount of play that would indicate that it was already deteriorating and may fail soon and would have been a contributing factor to the oil pipe failing again. After the 3rd major oil leak and subsequent damage we stopped driving the car.

Please note our total costs involved in owning this car are as follows;

Purchase of car - £1300 (£600 part exchange for Fiat Multipla and £700 cash paid by debit card)  
Recovery of car to your garage after clutch failure - £50  
Car hire costs while car has been in your garage - £360.30

Alternator replacement - £272.00

Suction Control Valve replacement - £128.50

Turbo oil pipe replacements inlet and outlet - £232.00

Turbo inlet oil pipe repair - £172.00

I refer you to the Sale of Goods Act 1979, specifically Section 14 which details that the car I bought from you must be of satisfactory quality. From my own judgement and that of the independent experts Autosave Garages of Ogmore Vale and BVS of Okehampton and your own mechanic I believe that the car you have sold me is not of a satisfactory quality, as such I believe you are contravening Section 14 of the Sale of Goods Act 1979.

We have consulted trading standards who agree that the car is not fit for purpose and they have advised us that all costs relating to the recovery of the car to your garage and the cost of car hire while the car was being repaired in your garage should have been billed to you already as provisioned by the above mentioned act. However we are willing to accept a refund of £1300 which is the cost of the car only and we will absorb all additional costs that we have incurred. This offer is made without prejudice and conditional upon us receiving the refund by 1st August 2013.

If you fail to accept my right to reject this car I will be forced to progress with legal proceedings in the County Court in order to recover the money and additional associated costs as detailed above. I have stopped driving the car in line with my rejection and the car is presently on your premises.

Yours sincerely

Paul Beardwell

Copy to Bridgend Trading Standards Office ref: AB11365516