Dear Stephen,

I was rather shocked and confused to get your email. I really don’t understand what you are proposing?

I refer to what you wrote (see below) on 25th January 2013:

‘To this end whilst we shall be willing to sign up to your monthly standing charge of £20.00 fixed for 24 months I believe this should commence from 6 months after the design has been agreed with ourselves and goes 'live'. That will be fair to both parties and on that understanding you can get cracking to be up & running asap.’

We completed the work to your satisfaction according to your own specifications and design within the timescale, on the basis that you would pay us as agreed, by Standing Order, starting in July. Your accounts manager phoned us up recently to check about the payment, so we have had no reason to think that you were not going to honour the agreement. Are you saying that you are now reneging on this, or am I misunderstanding you? I could have come up with designs of our own which we might have thought were better, but in business, I’ve learnt that ‘the customer is always right’. So we did what you wanted. And actually, I thought your design was fine.

There are several issues to think about here, before you proceed with Dianna:

1. You agreed to pay for the new work, based on your new design, which was in fact a completely new website. We happily completed this for you. Whether you go elsewhere or not for another design at this stage, we would still expect you to complete the payments to us – by Standing Order, as agreed, or by one payment of the equivalent amount. If you do not do so, we shall have no alternative but to pursue you by legal means for the payment that is owed to us. If I have misunderstood you, please accept my apologies for saying this, but it perhaps best that we are clear on this.
2. It is very suspicious that this person Dianna would offer to do work for free. Why would she do that? What do you know about her? Has she been designing websites for as long as we have? We are one of the most experienced and long-standing web design and hosting businesses in Chesterfield and North Derbyshire, having been founded in 1998 as a limited company and in fact we were operating since 1995 as web designers, which goes right back to the early days of the Internet and the World Wide Web. I have, for example, undertaken courses on Search Engine Optimisation (S.E.O.), which is an essential skill for any web designer – how do you know that Dianna has any knowledge of this? If you go ahead with her design, you may find that no one will be able to find you on Search Engines such as Google.
3. What sort of design is she talking about, based on what? Is it an HTML website, or a database website CMS (Content Management System) based on something like WordPress or Joomla (which actually, we can also do – but you have never indicated to us that you wanted such a website.)
4. Who is going to host the new website? Are you still intending to use our website hosting servers, and is that the reason that you say Dianna will be calling us sometime soon? Are you expecting us to give access to our hosting servers to Dianna, but are still planning to pay us from July as agreed by Standing Order for the hosting and administration of your email accounts? We set up new email accounts for you according to your instructions on 25th January 2013. We can give Dianna FTP access as long as you are still going to honour what we agreed (see your email of 15th January 2013, below) – but I would still counsel you to discuss these points with us before proceeding further. In fact, it is a great pity that you didn’t discuss this with us at any earlier stage, when we could have warned you about the possible consequences of what you are proposing – but I am still not clear what, exactly, that is?

I look forward to hearing from you by return of email or telephone, to clarify this situation.

Yours sincerely,