

IN THE COUNTY COURT AT LEEDS

Claim No: K02LS289

Between

DANIEL THWAITES PLC

Claimant

and

WEB4ORCE LIMITED

Defendant

Documents from previous proceedings (Bundle B)

No.	Document	Date	Page(s)
1.	First Witness Statement of John Duggan	18 September 2023	2 - 8
2.	Second Witness Statement of Richard Bailey	03 October 2023	9 - 16
3.	Second Witness Statement of John Duggan	13 October 2023	17 - 21
4.	Emails from J Duggan to R Bailey	October 2022	22 - 23
5.	Email from D Routh to J Duggan	15 June 2021	24
6.	Email from J Kirkham to J Duggan	15 June 2021	25

Witness Statement on behalf of the Defendant

Witness: John Duggan

Number of Statement: 1

Exhibits: JDI

Date: 18 September 2023

IN THE COUNTY COURT AT LEEDS

BUSINESS AND PROPERTY WORK

BETWEEN:-

DANIEL THWAITES PLC

Claimant

And

WEB4ORCE LIMITED

Defendant

**FIRST WITNESS STATEMENT OF
JOHN DUGGAN**



I, JOHN DUGGAN, of Airside House, Royd Ing Avenue, Keighley, West Yorkshire England, BD21 4BZ, wish to rely on the following evidence in support of this claim.

1. I am employed by the Defendant in the capacity of Director. I have been employed by the Defendant in this role since 28 April 1999.
2. The facts contained in this witness statement are made from my own knowledge except where otherwise stated. Where facts in this statement are not from my own knowledge, I have stated the source of the information and those facts are true to the best of my knowledge and belief.
3. There is now produced a paginated bundle of copy documents marked **JDI**. References appearing in square brackets are to pages within **JDI**.

4. This statement has been prepared by the Defendant's director in his role as litigant in person based on written correspondence, email correspondence, telephone conversations and website text. This statement was then reviewed by me prior to signature.

Overview

The Defendant does not have sufficient funds to employ the services of a lawyer so instead researched the Internet to discover the appropriate county court procedures. The Claimant's payment record is appalling it was 14 months overdue when paying 2 of the Defendant's 2020 invoices and in 2021 it was 2 months overdue when paying 4 of the Defendant's 2021 invoices. In 2022 the Claimant failed to pay 5 invoices.

Details of claim

- (1) We admit these allegations.
- (2) We admit these allegations.
- (3) We admit / deny parts of these allegations as follows :
 - (a) We admit the 1st sentence.
 - (b) We admit the 2nd sentence.
 - (c) We deny the 3rd sentence. Between 3 April 2020 and 2 April 2021 we emailed 6 invoices to the Harts Head Hotel and the intended debtor was the Claimant. The invoices were emailed to info@hartsheadinn.co.uk.
 - (d) The Claimant failed to mention that on 19/02/2020 their Data Marketing Manager emailed me as the web designer indicating they wanted to take over the contract for the Harts Head hotel. It was the Defendants understanding at the time that she was referring to the contract we had with Cricketers Inns who were the previous owners.
 - (e) I phoned the Marketing Manager some weeks later when I noticed an article in the local newspaper the Craven Herald reporting the sale of the Harts Head hotel on 5 March 2020, in fact the witness Richard Bailey was quoted in the said article, I explained what the Defendant's function was concerning the hotel's website and she was happy to continue the contract provided to the previous owners.
- (4) We admit these allegations.
- (5) We admit these allegations.
- (6) We admit / deny part of these allegations as follows :
 - (a) We admit the 1st part of the allegations.
 - (b) The Claimant failed to mention the payment included payment of the following 2 invoices see [RB1] 772/26745 & 771/26766 for the period 4 April 2020 and 3 April 2021.

- (c) The Claimant's payment constituted an offer to lease the URL's between 3 April 2020 and 2 April 2021 and if upheld does that mean all invoices for that period be paid?
- (7) We admit these allegations.
- (8) We deny these allegations as follows :
- (a) The Claimant's leases were not cancelled in accordance with the Defendant's terms and conditions as stated on their website at www.web4orce.com and see [JD1 001-003] in [A/284] paginated bundle JD1.
- (9) We admit these allegations.
- (10) We admit these allegations.
- (11) We deny these allegations as follows :
- (a) The Defendant maintains the Claimant failed to cancel its contract in accordance with the terms and conditions see [JD1 001-003] and published on Defendant's website as above.
- (12) We are unable to admit /deny these allegations, but we require the Claimant to prove them.
- (13) We admit these allegations.

Toni Naylor

5. It is not my intention to respond in detail to Toni's witness statement number 1 as I intend to do that at the forthcoming court appearance. However I believe the following observations should be mentioned now.

6. In paragraph 8 of Toni's witness statement at [TN1 003] she refers to : [A/78]

"domain leasing of hartsheadhotel.co.uk"

It is my understanding that a lease is a contractual agreement between the lessor and the lessee often for a fixed period of time. The question is, does the court rule it's a contract?

7. In paragraph 9 Toni refers to [TN1 004] and quotes as follows : [A/78]

"After extensive research there does not appear to be any formal agreement between Daniel Thwaites Plc and my company"

It was my understanding at the time that a formal agreement occurs when both companies sign under a company stamp.

8. In paragraph 14 Toni refers to [TN1 013] and I direct the court to the top line in the Description [A/204] box of the invoice that states as follows :

"In accordance with our terms and conditions"

This I suggest is a clear statement of the Defendant's trading strategy and it has been repeated many times in the Defendant's invoices from 3 April 2020 onwards .

Richard Bailey

9. It is not my intention to respond in detail to Richard's witness statement number 1 as I intend to do that at the forthcoming court appearance. However I believe the following observations should be mentioned now.
10. After reading Richard's statement on several occasions it clearly reveals his lack of firsthand knowledge of what happened in 2020 / 2021 and in his desperation to prove there was 'no contract' he makes a number of assumptions that occasionally are ill judged.
11. I now direct the court to paragraph 23 wherein he stated "I did not receive a response from the Defendant or Mr Duggan".
12. That statement is untrue because :
 12. (1) On 22 March 2022 the Defendant replied by email just 7 days later and it was emailed to richardbailey@thwaites.co.uk a copy can be seen at **[JD1 004-007]**. [A/93.1-2]
 12. (2) On the 20 March 2022 the Defendant published the said email in full at the following website www.richardbailey.02.2yu.uk.
 12. (3) On the 20 March 2022 the Defendant invoiced the Claimant for costs incurred creating and publishing the said email. A copy can be seen at **[JD1 008]**. [A/113]
 12. (4) It was in fact the Claimants 1st email to the Defendant and it was the Defendants 1st email to the Claimant. It is unlikely that Richard Bailey who was in his late 40s at the time could have forgotten this email.
 12. (5) This email introduces a number of important facts for the first time that will later be used in evidence by the Defendant at the forthcoming court action. Item 1 - details about my age and health. Item 2 – the thorny issue concerning whether there was a 'contract' between the Defendant and Claimant and details concerning the Claimant's Digital Marketing Manager's part initiating the contract. Item 3 – information concerning the 'tick box' see **[JD 008-1]** and the important part it plays with regard to the Defendant's terms and conditions. This can also be viewed at the following URL www.web4orce.co.uk/user/ - Item 4 – response to the question whether the Claimant had served a proper notice to terminate the contract as this would have required the Claimant to produce written confirmation with my signature in acknowledgement of the termination.
14. The court should also be made aware there were 2 further occasions when the Defendant emailed richardbailey@thwaites.co.uk see **[JD1 009-011]** and **[JD1 0012]**. [B/22-23]
13. Quite recently I have discovered 3 emails that I thought had been lost for good nonetheless I have now found them.

14. The 1st email is from Denise Routh and I direct the court's attention to **[JD1 013]** it reveals that **[B/24]** Denise liased between the Defendant and Jayne Markham and helped to arrange payment as described in the following the paragraph.
15. I direct the court's attention to **[JD1 014-015]** where Jayne Markham confirms the Claimants **[B/25]** same day payment. The Defendant acknowledges we received the said payment in full and it was delivered by bank automated credit (BAC) on the 15/03/2021. In order to process this payment Jayne had to access the Claimant's account area, where she would have entered the correct user name and password and ticked the box confirming she had read the Defendants terms and conditions. If needed the court can access the said accounts area at www.web4orce.co.uk/user/
16. I direct the court's attention to **[JD1 016]** where the Defendant respectfully suggests that Jen **[A/74]** Riley acknowledges the existence of a contract between the Claimant and the Defendant and specifically refers to the domain hartsheadhotel.co.uk.
17. In paragraphs 14 and 15 above the Defendant introduced two more Claimant's employees who made contact with the Defendant via email and this is evidence that Richard's allegations in paragraph 10 are untrue. This I respectfully suggest is another example of Richard Bailey misleading the court.
18. Bearing in mind that the Claimant has introduced the following evidence to the court for its consideration **[RB1 069-070]** it may be they will contact Ann Yerbrugh and invite her to give **[A/94]** evidence as a witness to the forthcoming court hearing. However should they decline to do so then the Defendant with the court's permission intends to subpoena her. The Defendant first wrote to Ann Yerbrugh on 15 May 2022 see **[JD1 017]**. **[A/91]**
19. I direct the court's attention to paragraph 4 of Richard Bailey's statement where he confirms the Claimant's solicitors and counsel were involved in the preparation of his statement. Does this mean that any mistakes by Richard Bailey are less likely to go unnoticed before he signs the statement than any mistakes by the Defendant because I didn't have the benefits of a solicitor and counsel checking what I have written?

Invoices

18. I direct the court's attention to the following list of outstanding invoices at **[JD1 018-112]** that in total amount to £1,081,295 as of 18 September 2023. With the court's permission any **[A200-258]** further invoices that may be incurred following the said date will be submitted to the court at the document discovery date.

Statement of Truth

I believe the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.



.....
Dated 18 September 2023

Witness Statement on behalf of the Defendant

Witness: John Duggan

Number of Statement: 1

Exhibits: JDI

Date: 18 September 2023

IN THE COUNTY COURT AT LEEDS

BUSINESS AND PROPERTY WORK

BETWEEN:-

DANIEL THWAITES PLC

Claimant

And

WEB4ORCE LIMITED

Defendant

JDI

Witness Statement on behalf of the Claimant

Witness: Richard Bailey

Number of Statement: 2

03 October 2023

Claim No: K80LS081

IN THE COUNTY COURT AT LEEDS

BUSINESS AND PROPERTY WORK

Between

DANIEL THWAITES PLC

Claimant

and

WEB4ORCE LIMITED

Defendant

**SECOND WITNESS STATEMENT OF
RICHARD BAILEY**

I, **RICHARD BAILEY**, of Myerscough Road, Mellor Brook, Blackburn, Lancashire, England, BB2 7LB, wish to rely on the following evidence in support of this claim and in reply to the defensive evidence of John Duggan dated 18 September 2023.

1. I am employed by the Claimant in the capacity of Executive Chairman. I have been engaged in this role since 2019, prior to which I was Chief Executive Officer from 2011.

2. The facts contained in this witness statement are made from my own knowledge except where otherwise stated. Where facts in this statement are not from my own knowledge, I have stated the source of the information and those facts are true to the best of my knowledge and belief.
3. This statement has been prepared by the Claimant's solicitors and counsel following email exchanges between us. I have also provided instructions via email and over the phone. A draft of this statement was then reviewed by me prior to signature.
4. I refer in this statement to Exhibit RB1 to my First Witness Statement. References appearing in square brackets are to pages within RB1.
5. I have tried to assist the Court by addressing key factual allegations in the responsive witness statement of Mr Duggan dated 18 September 2023. The fact that I do not address each and every one of his individual allegations does not mean that they are accepted by the Claimant; any aspect of Mr Duggan's statement that I do not address directly will be addressed by the Claimant at trial.

Was there a contract between the Claimant and the Defendant?

6. Mr Duggan appears to rely on an alleged interaction between himself and the Claimant's "*Data Marketing Manager*" in February and March 2021 (see paragraphs 3 and 14 – 16 of Mr Duggan's witness statement). For example, Mr Duggan states in paragraph 3(e) of his first witness statement that he had email and telephone communications with the Claimant's "*Data Marketing Manager*", who he says confirmed that the Claimant would like to continue with the contract Web4orce had with the previous owners of the Harts Head Hotel, in approximately February 2021.
7. I do not accept that his account is a true characterisation of the relevant events or communications. Before addressing the substance of what Mr Duggan says, I need to make five initial points.
8. First, it is not clear who Mr Duggan is referring to when he refers to a "*Data Marketing Manager*" because that is not a defined position/role in the Claimant. However, I think he could be referring to Jen Riley, who was at the relevant time a Digital Marketing Manager but has since left the business.

9. Second, I note that, to the extent he relies on communications that were not in writing over email, Mr Duggan provides very few details as to what exactly was discussed and to what exactly he claims the person with whom he was dealing agreed on behalf of the Claimant.
10. Third, I should point out that Mr Duggan appears to have made an error in paragraphs 14 and 15 of his statement, where he refers to email exchanges he says he had with two employees at Daniel Thwaites plc **[013 and 014-015 JD1]**. Mr **[B/24-25]** Duggan refers to dates in March 2021 but he must mean to refer to June 2021, which is when the payment to which he refers was made by the Claimant to the Defendant.
11. Fourth, I note that Mr Duggan mentions "Jayne Markham", who is not an employee of the Claimant. However, I believe, when looking at the email at 014-015 JD1 to which Mr Duggan refers, that this is a mistake and Mr Duggan meant to refer to Jayne Kirkham, (who I can confirm remains employed by the Claimant).
12. Fifth and finally, I take strong exception to Mr Duggan's attempt to suggest that I have in some way misled the Court because I did not in my first witness statement directly refer to certain email exchanges which Mr Duggan discusses in his witness statement:
 - a. As to the email exchanges at **[013 and 014-015 JD1]**, those emails **[B/24-25]** exchanged between Mr Duggan and the employees of the Claimant concerned the payment made to the Defendant which was discussed in my first witness statement; there is no inconsistency between paragraph 10 of my first witness statement and the existence of the emails to which Mr Duggan refers.
 - b. As to the email sent by Mr Duggan on 22 March 2022 **[004-007 JD1]** in **[A/93.1-2]** response to my email dated 15 March 2022 **[013 RB1]**, I can see that I did **[A/92]** receive a response as Mr Duggan points out. This was an inadvertent omission from my first statement, and did not reflect an attempt to mislead anyone.
13. On matters of substance, the basis on which Mr Duggan seems to suggest that there was a detailed contract between the Claimant and Defendant (on which he relies

as entitling him to raise invoices in respect of the exorbitant charges which he now seeks to suggest are owed by the Claimant) seems to turn on those exchanges with members of the Claimant's staff in June 2021 to which Mr Duggan refers in his witness statement. I do not agree with his account, for the following reasons:

- a. I have set out my understanding of what transpired in June 2021 at paragraphs 12 to 16 of my first witness statement.
- b. I do not know whether any of the Claimant's employees "*accessed the Claimant's account area*" as Mr Duggan suggests. I cannot establish that any of our employees did so and, as noted in paragraph 16 of my first witness statement, I am not aware of any of our employees ever having agreed to any detailed "*terms and conditions*" with the Defendant (whether published on its website or otherwise).
- c. I note that the way Mr Duggan puts this allegation suggests that it is speculation on his part – he does not refer to any evidence establishing when and by whom, the "*Claimant's account area*" is alleged by Mr Duggan to have been accessed.
- d. In any event, even on Mr Duggan's analysis, any employee of the Claimant who did access "*Claimant's account area*" did so **before** any payments were made by the Claimant.
- e. That is important because, as I said in my first witness statement, any informal contract between the Claimant and Defendant can only have arisen as a result of the Claimant having offered to pay certain of the Defendant's invoices and the Defendant having reinstated the URLs accordingly.

Unpaid Invoices

14. Incredibly, Mr Duggan seeks to suggest that the Claimant now owes over £1m to the Defendant. Mr Duggan's position is all the more remarkable when it is remembered that:

- a. the actual services from which this dispute arises are the subject of invoices totalling a mere £380; and

- b. As set out in paragraph 18 of Toni Naylor's first witness statement, the Claimant offered Mr Duggan, on an open basis (but intending no admissions), a full and final commercial settlement of £760. This offer was rejected by Mr Duggan, who instead chose to raise yet further invoices seeking to charge the Claimant for time spent discussing such settlement with him (see 009 TN1 and 014 TN1).
15. The vast majority of the invoices to which Mr Duggan refers relate to penalty and other charges seemingly levied with the intention of pressurising the Claimant to succumb to Mr Duggan's ever more ambitious payment demands.
16. In Exhibit JD1, Mr Duggan has included multiple invoices [038-057 JD1], which to the best of my knowledge the Claimant has either not received or not opened. I should note, in this regard, that Mr Duggan continues to raise invoices against the Claimant. For example, a further two invoice notifications were received after business hours (at 1911) on 2 October 2023, only the day before this witness statement was signed. I am not in a position to comment on these or any other additional invoices raised by Mr Duggan; the Claimant is not prepared to access any invoices such as these, which have been transmitted via the very same online portal through which Mr Duggan seeks to contrive that the Claimant 'agrees' to the onerous terms and conditions on which he relies and by which he claims the Claimant has become bound.
17. Having reviewed the invoices, I have prepared a summary table below which illustrates starkly the exorbitant charges that Mr Duggan has sought to levy in relation to disputed invoices worth a relatively modest value, rather than taking any legitimate steps to pursue the invoices themselves. Besides the invoices totalling £380 which relate to the (disputed) provision of services by the Defendant under the alleged contract, the remaining invoices fall into the following categories:

Category	Quantum
Creating default notices	£102,515
Deactivating the Harts Head Hotel website	£285

Charges for time taken in communicating with the Claimant	£665
Charges relating to maintaining the derogatory websites concerning myself and the Claimant	£64,820
Loss of income and costs incurred as a result of litigation	£55,200
Compensation for stress	£858,000

18. To be clear, the Claimant does not accept that it is obliged to pay the invoices of £380 relating to the delivery of any actual services:

- a. As set out at paragraph 23 of my first witness statement, we had made it very clear that the Claimant no longer required the Defendant's services after April 2022. Mr Duggan appears to have acknowledged this, particularly in his email at [010 TN1], where he says "*In closing I wish you success with the replacement Hartshead Hotel website*" [my emphasis]. [A/86]
- b. I also note that the Claimant has not, in fact, had the benefit of any of the services in respect of which Mr Duggan claims that the Defendant is entitled to be paid. It appears that Mr Duggan invoiced the Claimant for deactivating the Harts Head Hotel website on 6 March 2022 [132 RB1] as a result of the Claimant failing to pay an invoice. This invoice was for Mr Duggan speaking to Toni Naylor and looking for the agreement he had with the previous owner [131 RB1]. However, he raised an invoice the following month for the leasing of the domain at, what appears to be, the period renewal date [133 RB1]. In short, Mr Duggan has sought to charge the Claimant for a website he had already deactivated and has never reactivated. [A/205] [A/204] [A/206]

19. In all of my 25 years working in business, I have never experienced a service provider like Mr Duggan. His behaviour is completely out of the ordinary for what I would expect from a professional relationship.

Statement of Truth

I believe the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth,

A handwritten signature in black ink, appearing to read "Simon Ginn", is written over a light blue rectangular background.

.....

Dated: 3 October 2023

Claimant

R Bailey

2nd

RB2

Claim No: K80LS081

IN THE COUNTY COURT

AT LEEDS

BUSINESS AND PROPERTY WORK

Between

DANIEL THWAITES PLC

Claimant

and

WEB4ORCE LIMITED

Defendant

**SECOND WITNESS STATEMENT
OF RICHARD BAILEY**

Witness Statement on behalf of the Defendant

Witness: John Duggan

Number of Statement: 2

Exhibits: JDI

Date: 13 October 2023

IN THE COUNTY COURT AT LEEDS

BUSINESS AND PROPERTY WORK

BETWEEN:-

DANIEL THWAITES PLC

Claimant

And

WEB4ORCE LIMITED

Defendant

SECOND WITNESS STATEMENT OF
JOHN DUGGAN



I, JOHN DUGGAN, of Airside House, Royd Ing Avenue, Keighley, West Yorkshire England, BD21 4BZ, wish to rely on the following evidence in support of this claim.

1. I am employed by the Defendant in the capacity of Director. I have been employed by the Defendant in this role since 28 April 1999.
2. The facts contained in this witness statement are made from my own knowledge except where otherwise stated. Where facts in this statement are not from my own knowledge, I have stated the source of the information and those facts are true to the best of my knowledge and belief.
3. I refer in this statement to Exhibit JD1 to my First Witness Statement. References appearing in square brackets are to pages within JD1.

4. I have tried to assist the Court by addressing key factual allegations in the responsive witness statement of Mr Bailey dated 3 October 2023. The fact that I do not address each and every one of his individual allegations does not mean that they are accepted by the Defendant; any aspect of Mr Bailey's statement 2 that I do not address directly will be addressed by the Defendant at trial

Was there a contract between the Claimant and the Defendant?

5. I do not accept Mr Bailey's account is a true representation of the relevant dates in paragraph 6 of statement 2. For example he quoted "February and March 2021" that should read February and March 2020. Later in the paragraph he quoted "in approximately February 2021" that should read in approximately February 2020.
6. In paragraph 8 I have no issue with what is stated here in fact I want to thank Richard Bailey for pointing out my error concerning Jen Riley's correct title.
7. In paragraph 9 again I have no issue with what is stated here. I would say in my defence I am very conscious of the serious implications of misleading the court which is why I could not record the exact details of the telephone conversation in question. In fact I would direct the court's attention to the email that I sent to Richard Bailey of the 22 March 2022 see [JD1 00 [A/93.1-2] 007] where I quoted "So to help you with that I do recall your Digital Marketing Manager at the time, contacted me as far back as February 2020 and stated that Thwaites were in the process of purchasing the Harts Head Hotel and they were interested in taking over the contract concerning the website".
8. In paragraph 10 and 11, I have no issue with what is stated here in fact I want to again thank Richard Bailey for pointing out my errors concerning the correct date June 2021 and Jayne Kirkham's correct surname.

Did Richard Bailey accidentally or deliberately mislead the court?

9. In Richard Bailey's statement 2 paragraph 12 he acknowledges his mistake concerning the Defendant's email dated 22 March 2022 see [JD1 004-007]. However instead of apologising and admitting he misled the court he plays semantics claiming it was an inadvertent omission. There is little doubt the content of that email was really damaging to the Claimant's claim. Is it credible therefore this was an inadvertent omission according to Richard Bailey or was it deliberate?
10. Apart from the reasons outlined in John Duggan's statement 1 paragraph 12. (1) to 12. (5), I respectfully ask the court to consider the following evidence.

11. In Richard Bailey's statement 1 paragraph 4 he quoted "This statement has been prepared by the Claimant's solicitor and counsel following a conference. I have also provided instructions via email and over the phone. This statement was then reviewed by me prior to signature."
12. Is it likely therefore that in those circumstances Richard Bailey's legal team failed to notice such an obvious omission because if they did it would have serious implications for Addleshaw Goddard? The more plausible scenario is they were not aware of the Defendant's email at that point in time which explains why they didn't intervene and prevent Richard Bailey misleading the court.

Unpaid Invoices

13. Looking back at the set of circumstances that initiated this dispute, it was the Claimant's failure to pay the 5 invoices totaling £1045 created by the Defendant between 15 February 2022 and 9 March 2022, see [RB1 131], [RB1 132], [RB1 133], [RB1 134], [RB1 135]. It's also worth [A/204-8] noting the following 11 invoices totaling £6460 created between 14 March 2022 and 30 March 2022 also apply [RB1 136], [RB1 137], [RB1 138], [RB1 141], [RB1 142], [RB1 143], [RB1 144], [RB1 145], [RB1 146], [RB1 147] and [RB1 148]. [A/209-219]
14. Even by the Claimant's own admission they were still under contract to the Defendant at this point in time, see [RB1 013] where Richard Bailey quoted "It is my understanding we contracted for this service until April this year". [A/92]
15. Clearly [RB1 013] plays a pivotal role throughout this dispute.
16. In the light of this evidence I respectfully submit all the consequential final reminders, default notices and associated invoices that were triggered as a result of the Claimant's failure to pay the invoices at paragraph 9 above were all subject to contract. Whilst not forgetting the Claimant's failure to pay 4 invoices totaling £2040 created by the Defendant between 10 May 2020 and 10 June 2020, see [RB1 127] to [RB1 130]. These were also subject to contract because the [A/200-3] Claimant set a precedence on the 15 June 2021 when paying 2 invoices dated 3 April 2020 see [RB1 120] and [RB1 121]. [A193-4]
17. I respectfully direct the court's attention to Richard Bailey's statement 1 paragraph 10 where he quoted "Thereafter, he proposes, seemingly by way of settlement" he then lists ad verbatim the 3 separate terms that were included in my email dated 6 March 2023, see [RB1 108]. This came as [A/263] a surprise to me because I thought it was an out of court settlement offer. Nevertheless it's what prompted the Defendant to create the 2 invoices, see [JD1 051] and [JD1 055].

Toni Naylor

18. In paragraph 14b Richard Bailey mentions Toni Naylor and I thought it an opportune moment to make the court aware of the following information. In her statement 1 paragraph 6 she discloses that she telephoned me in January 2022 but I refused to answer any of her questions and that is correct. My reasons for doing so was because I realised she was on a fishing expedition and suggested she email me instead outlining her requirements, that way I had a record of what was needed and sometime later I responded accordingly as she recalls in her statement.
19. In Toni's statement 1 paragraph 13 she quoted "we did not have any agreement with the Defendant and that Mr Duggan had confirmed this previously" actually she has misquoted me, you only have to look at paragraph 9 of her statement where she correctly recorded that John Duggan quoted "After extensive research there does not appear to be any formal agreement between Thwaites Plc and my company". Later on in paragraph 13 Toni confirms her awareness the Claimant was "accountable to the terms and conditions" on the Defendant's website.
20. In Toni's statement 1 paragraph 15 she refers the court to her email [TN1 009] which was dated 8 March 2022 where she quoted "we will not be renewing the lease of the hartsheadhotel.co.uk and hartsheadinn.co.uk from 2nd April". The fact is that according to our terms and conditions published at web4orce.com she had already missed the 30 day notice requirement in to cancel the leases in question and proper notice can only be served via Royal Mail recorded delivery.
21. I now refer the court to Toni Naylor's statement 1 paragraph 16 where she quoted "Mr Duggan argued that the invoices had already been raised and any cancellation should have been given in accordance with the terms and conditions on his website; which, for the avoidance of doubt, I have never seen, let alone agreed to". I'm not sure why she made such a statement because had she checked the Defendant's terms and conditions earlier she could have served proper notice.
22. The Defendant's website is at the following url :
- <https://www.web4orce.com>
23. This I believe is the ideal time to draw the court's attention to the business relationship that existed between the Defendant and the Claimant. The Defendant is the provider and the Claimant is the customer. The customer purchases our services in accordance with the terms and conditions as published on the Defendant's website at www.webforce.com. Contrary to what Richard Bailey alleges in his statement 2 paragraph 16 where he refers to our terms and conditions being "onerous" I rebut that by stating they are not overlong and are written in plain

English in contrast to the Claimant's (T & C)s on their website at thwaites.co.uk when they publish 2 sets of (T & C)s one for purchases and one for sales, wherein they also require notice of cancellation.

24. In Richard Bailey's statement 2 paragraph 14a he quoted "the actual services from which this dispute arises are the subject of invoices totaling a mere £380" at this point I must admit that has me baffled because it certainly isn't based on reality and it's not as if "£380" is even close to the actual amount which is £1045 especially when one realises he is a qualified accountant. See paragraph 13 above. The truth is Richard Bailey displayed a quite dismissive attitude in his first statement and he still hasn't grasped how important it is to be extra careful concerning Statements of Truth because once again he has misled the court.

25. In Richard Bailey's statement 2 paragraph 17 he quoted "Besides the invoices totaling £380 which relate to the (disputed) provision of services". Clearly my comments concerning the disputed "£380" must apply here as well. So having repeated the same amount once again it is clear the previous entry wasn't a typing error.

Diary of missed opportunities

1. 09 March 2022 – Invoices Outstanding = £1045 (Toni Naylor only offered £760)
2. 14 March 2022 - Invoices Outstanding = £4180 (letter to Richard Bailey)
3. 15 March 2022 - Invoices Outstanding = £4180 (email from Richard Bailey)
4. 22 March 2022 - Invoices Outstanding = £7275 (email from John Duggan)
5. 21 May 2022 - Invoices Outstanding = £11785 (email from Richard Bailey)
6. 08 February 2023 - Invoices Outstanding = £41475 (letter from Addleshaw Goddard)
7. 10 August 2023 - Invoices Outstanding = £215380 (countyclaim launch date)

Statement of Truth

I believe the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.



.....

Dated 13 October 2023

Disclaimer

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Links:

[1] <http://www.thwaites.co.uk/>

Dear Richard

After carefully considering your latest email my company would like you to consider the following counter offer.

First and foremost before we enter into any discussion Daniel Thwaites must settle all outstanding invoices stretching back to 2020 and these are itemised in the website below :

www.danielthwaites.publiclyhumiliated.2yu.uk

Once there are cleared funds in my company's bank account I am prepared to have a conversation with you with a view to settling our dispute and to achieve this I am willing to negotiate with you to bring this matter to a swift conclusion. As a sign of good faith my company is also prepared to de-activate the entire network during our negotiations.

Regards

John Duggan for Web4orce Ltd.

Contact photo

To richardbailey@thwaites.co.uk on 2022-10-24 18:25

Details Headers

Dear Richard

Some 6 months has passed since we last communicated and I imagine just like us you have been very busy. During the interim period my company has developed a new hospitality network and having completed the beta testing period we have recently started rolling it out across the UK and hence the reason for contacting you now.

With your cooperation I should like to bring our long standing dispute to end on terms acceptable to both parties. Our terms are quite straightforward, we will de-activate all 50 plus Default Notices providing your company pays all our outstanding invoices which amounts to a little over £11,000.

Our offer is on the table for 7 days, should you fail to respond or simply reject it out of hand then we shall proceed as planned without further notice.

Thank you for your time.

John Duggan

John Duggan

From: Denise Routh [deniserouth@thwaites.co.uk]
Sent: 15 June 2021 14:01
To: John Duggan
Subject: RE: Overdue Invoices



Hi John,
I know that you have just spoken to my manager Jayne and she said that you had sent your bank details to me but unless I can't see the e mail I don't have them as yet would you please be king enough to re send these so that I can raise the payment
Many thanks
Denise

From: John Duggan <john@duggan.me.uk>
Sent: 15 June 2021 12:31
To: Denise Routh <deniserouth@thwaites.co.uk>
Subject: FW: Overdue Invoices

From: John Duggan [<mailto:john@duggan.me.uk>]
Sent: 15 June 2021 12:27
To: 'accountspayable@thwaites.co.uk'
Subject: Overdue Invoices

As instructed by Denise in your Accounts Department this our latest email concerning a number of overdue invoice.

To view your invoices for the work carried out firstly make a note of the following User Name and Password:

Login details:

User Name: inv856

Password: tJ9mQ33R

Then click on the blue underlined link below

<http://www.web4orce.co.uk/user/index.php?c1=inv856>

Note that if this link does not open, copy the above link and paste it into your web browser.

Thank you for your time.

John Duggan for Web4orce Ltd – Phone : 0845 548 8733

Daniel Thwaites
Myerscough Road, Mellor Brook
Lancashire
BB2 7LB

John Duggan

From: Jayne Kirkham [jaynekirkham@thwaites.co.uk]
Sent: 15 June 2021 14:05
To: john@duggan.me.uk
Subject: FW: Overdue Invoices



Hi John

As discussed, I will arrange a same day payment to be made today which will settle all outstanding invoices.

Please could you confirm that on receipt of the payment, you will take down the default notice and put the websites back to how they worked previously.

I will pass on your details to the relevant department to discuss the purchase of the domain names.

Apologies for any inconvenience caused by the late payment of your invoices. However, I'm sure you will agree that the issue has been dealt with promptly now you have spoken to the correct department.

Kind regards
Jayne

Jayne Kirkham
Finance Manager

T: 01254 686830
M: 07971 565457
E: jaynekirkham@thwaites.co.uk

From: Denise Routh <deniserouth@thwaites.co.uk>
Sent: 15 June 2021 12:58
To: Jayne Kirkham <jaynekirkham@thwaites.co.uk>
Subject: FW: Overdue Invoices

From: John Duggan <john@duggan.me.uk>
Sent: 15 June 2021 12:31
To: Denise Routh <deniserouth@thwaites.co.uk>
Subject: FW: Overdue Invoices

From: John Duggan [<mailto:john@duggan.me.uk>]
Sent: 15 June 2021 12:27
To: 'accountspayable@thwaites.co.uk'
Subject: Overdue Invoices