



IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC 16 of 20 20

BETWEEN:

Eco Pools Limited

AND:

Sophie Miles



Plaintiff

Defendant

To the Defendant

Sophie Miles  
56 Soto Ln  
Spots, Grand Cayman

THIS PLAINT has been issued against your by the above – named Plaintiff in respect of the claim set out on the next page.

**Within 14 days** after service of this Plaintiff on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If **you fail** to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 22 day of Jan 20 20

See overleaf for particulars of the Plaintiff's claim

## **PARTICULARS OF CLAIM**

1. The plaintiff is a registered company with its registered office at P.O. Box 31862, 194H Dorcy Dr unit 6 Grand Cayman and in the business of swimming pool cleaning service and repair.
2. The defendant failed to pay in full for the contracted service for a period from July 2019 to October 2019.
3. Eco Pools has started servicing defendant's swimming pool on September 29, 2016. Defendant agreed to pay \$ 150/month for labor, (a pool servicing technician went to defendant's house once per week to clean her pool and service her pool equipment) Defendant also agreed to pay for chemicals used in her pool each month additionally. Repairs when needed were also additional.
4. After a very short while it became evident that defendant was very irregular in paying her monthly fees. She had to be chased for payment on the regular basis.
5. After a while defendant requested from Eco Pools to be allowed to pay her bill quarterly rather than monthly, as she claimed she was too busy to pay every month.
6. Eco Pools found this strange because defendant whenever she got around paying always paid her bill online therefore it was safe to assume that defendant paid her utility bills online as well so why not make a payment in the same time....
7. Eco Pools went along and approved this request anyways in hopes of being able collect easier from defendant in the future.
8. Unfortunately, that did not happen. It was just as hard to collect from defendant quarterly as it was monthly. In addition, defendant always seemed to have a complaint about something regarding her pool servicing when it was time to pay her bill.
9. In 2019 beginning of October defendant owed for July, August and September's pool servicing. Defendant received her invoices every month on the first of the month for the previous month's servicing, repairs (if there were any) and chemicals used, just like all other clients of Eco Pools. Payment is due on the 7th of each month to all the rest of the clients with the exception of defendant whose bill was due the 7th of every 3 months as previously agreed. (company policy states that service is suspended if a client reaches 2 months owed on their account until payment is made in full. In case of defendant this was extended to 4 month which was communicated to defendant)
10. On October 21 2019 defendant was sent a polite reminder e-mail regarding her 3 month outstanding charges.
11. Defendant did not respond to this e-mail. Since the end of October was approaching a polite WhatsApp message was sent to defendant on October 28 2019 reminding defendant that in a few days she would be owing for 4 months of Pool servicing, asking her to please settle up before that happens.
12. Defendant responded to this WhatsApp message the same day stating that she read the reminder e-mail sent to her on October 21 2019 however she is travelling and would make payment when she is back on Island.
13. On October 30 2019 defendant requested a statement via e-mail. The next day a statement was sent as requested.

14. On November 1 2019 an other polite WhatsApp message was sent to defendant, letting her know that now there is 4 months owed on the account for the amount of \$ 1346.40 KYD and that payment was urgent at this point (Eco Pools wanted to avoid service interruption) This amount also included a repair which was conducted in October 2019 as per defendant's request due to a leak inside of defendant's swimming pool which has caused high water consumption.
15. Defendant responded to this message stating that she would make a payment when she gets a chance to do her online banking and not when Eco Pools "demands" it, she also stated that Eco Pools "approach does not work for her"
16. Eco pools responded to this message apologizing for coming across demanding stating that wasn't their attention. (Eco Pools does not think that the message was demanding, but what matters is the perception of the client)
17. Eco Pools suspended defendant's pool servicing on November 1st, 2019.
18. On November 4 2019 defendant sent a WhatsApp message to Eco Pools stating that her pool wasn't serviced on the November 1st and that she had a leaky filter in her pumphouse.
19. Eco Pools responded to this message reminding the Defendant that the leaky filter had been an issue for quite some time, and she was told nearly 3 weeks prior that the filter needed to be replaced. Defendant was also told in a very apologetic manner that pool servicing had to be suspended until payment was made in full for the last 4 months of servicing and a repair, also stating that Eco Pools could continue with servicing right away if payment was sorted.
20. Defendant responded to this with a derogatory and unprofessional message.
21. Eco Pools kept waiting for the payment. Since payment was still not made by December 11 2019 over a month after Defendant's last message the account manager of Eco Pools has fallowed up with a phone call. Defendant has stated over the phone that she would make a payment shortly saying that she is too busy now. She also communicated that she had moved on to a different Swimming Pool servicing company. Defendant also voiced a complaint regarding her repair invoice (a repair conducted in October 2019).
22. This seemed strange as defendant had no issues or complaints when she first received this repair invoice more than a month previously to this phone conversation and made a commitment of payment. Nevertheless, the account manager of Eco Pools promised to investigate this complaint and fallow up with her. This was done 2 days later December 13 2019 in an e-mail of which a read receipt was requested by Eco Pools. A WhatsApp message was also sent letting the defendant know about the fallow up e-mail.
23. Defendant never read the WhatsApp message or the follow up e-mail to date.
24. Two weeks later on December 27 2019 an other phone call was placed by the Eco Pools to defendant. Defendant stated that she has seen the WhatsApp message come and the e-mail has also come through, but she is too busy to open them. She said she would read the e-mail shortly and make a payment.
25. This never happened so Defendant was sent a final notice on January 7 2020 asking her to make a payment within 7 days to avoid legal action.

AND the Plaintiff claims:

- 1 The sum of \$ 1346.40 KYD the amount owed for 4 months of swimming pool servicing and repair without interest, if the defendant decides not to contest the claim and it is satisfied by the defendant outside of court.
- 2 Interest on the said sum from the date of advance of Invoices sent, to the date of judgement should the defendant decide to contest this action. In which case Eco Pools also claims a projected \$ 6000.00 KYD from defendant for monies spent by Eco Pools for legal assistance.
- 3 Fixed costs of \$175.00 alternatively costs to be assessed.



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Plaintiff's Signature  
For Eco Pools Limited

Plaintiff's address for service

Eco Pools Ltd 194H Dorcy Dr Unit 6 Grand Cayman KY1-1208 325-9797
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No. 2

**Acknowledgment of Service**

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC \_\_\_\_\_ of 20\_\_

**Between:**

Eco Pools Limited

Plaintiff

**AND:**

Sophie Miles

Defendant

**ACKNOWLEDGMENT OF SERVICE**

1 State Defendant's name and address -

Sophie Miles  
56 Soto Ln  
Spots, Grand Cayman

2 State whether the Defendant intends to contest the action.

Yes

No

3 If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4 If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

**Service of the Plaintiff is acknowledged accordingly.**

\_\_\_\_\_  
Defendant's Signature

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**See Overleaf**

## PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

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Defendant's Signature

**REMINDER -** This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.