



SUMMARY COURT AT GEORGE TOWN

CAUSE NO SC: of 2024

APEX PERIMTER
PROTECTION LTD

PLAINTIFF

AND

AIMEE MCKIE

DEFENDANT

PLAINT

TO: Colin McKie and Aimee McKie
P.O. Box 31244
KY1-1205
Cayman Islands

THIS PLAINT has been issued against you by the above – named Plaintiff, Bransens attorneys for the Plaintiff whose address for service is Grand Pavilion, 802 West Bay Road PO Box 930, Grand Cayman KY1-9006, Cayman Islands, in respect of the claim set out on the next page.

Within 14 days after service of this Plaint on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman, Cayman Islands 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 judgement without any further notice to you.

Issued this 27TH day of August 2024

See overleaf for particulars of the Plaintiff's claim

The Plaint was issued by Bransens attorneys for the Plaintiff whose address for service is Grand Pavilion, 802 West Bay Road PO Box 930, Grand Cayman KY1-9006, Cayman Islands. Tel: 345-947-5656.

PARTICULARS OF CLAIM

1. The Plaintiff was at all material times a company duly incorporated and licensed in the Cayman Islands to carry on the business of construction and property repairs.
2. On or around the 10th and 11 June 2021, the Plaintiff met with the Defendant and provided a quote in the amount CI\$12,635 for the replacement and installation (excluding repairs/preparation) of impact windows and doors. On 23 June 2021, the Plaintiff and the Defendant entered into a contract for the Plaintiff to procure and install the impact windows and door at 13 Cypress Point, Crystal Harbour, George Town (the “**Contract**”) and the Defendant paid the sum of US\$10,000 by direct deposit as a deposit (the “**Deposit**”).
3. The Plaintiff issued a receipt to the Defendant reflecting payment of the Deposit received under the Contract (and which converted to CI\$8,200).
4. During the period 23 June 2021 to 31 July 2021, the Plaintiff and the Defendant engaged in discussions regarding the final window specifications and which included changes to the order as per the Defendant’s request. The Plaintiff provided the Defendant with shop drawings detailing the items being ordered and the Defendant in email of 4 August 2021 confirmed the changes and instructed the Plaintiff to proceed with putting the windows into production.
5. On 12 September 2021, the Plaintiffs provided the Defendant with a sales order with the revised cost of the windows and door being \$15,090 and which reflected the agreed changes to the order (the “**Revised Contract Price**”).
6. The Plaintiff contacted the Defendant by email and telephone on 20 December 2021 to make arrangements for the installation of the windows and door and was informed by the Defendant that arrangements were being made with an independent contractor to do the window preparation/repair works. The installation of the windows and door was postponed when the Plaintiff was advised that the Defendant was quarantined due to Covid-19.
7. On 22 February 2022, the Plaintiff contacted the Defendant by email to reschedule the installation of the windows and door. In response, the Defendant expressed an interest in ordering additional windows from the Plaintiff but did not proceed with any further orders.
8. The Defendant emailed the Plaintiff on 14 May 2022 asking to organize a new order for additional windows and requested that installation of the windows in the existing contract be scheduled for June 2022.
9. The installation of the windows and doors was completed by the Plaintiff on 23 June 2022. Invoice #100050952 was issued to the Defendant reflecting a balance of CI\$6,415 being the balance on the Revised Contract Price (the “**Outstanding Balance**”).
10. The Plaintiff carried out its obligations pursuant to the Contract and delivered and installed the impact windows and door to the Defendant.
11. In breach of the Contract, the Defendant failed to pay the Outstanding Balance when it was due. The Plaintiff made several requests for the payment of the Outstanding Balance by email and by phone. However, the Defendant has, to date, failed to pay the Outstanding Balance to the Plaintiff.
12. Through an exchange of emails between the Defendant and the Plaintiff between 13-23 July, 2023, the Defendant indicated on 13 July 2023 that the “windows were paid for in advance” However, in

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a subsequent email on 20 July 2023 the Defendant stated that the balance of the Revised Contact Price was paid after the installation was completed by the Plaintiff. The Plaintiff has no record of any payment from the Defendant besides the Deposit and has repeatedly requested that the Defendant provide proof of payment of the balance from its bank. The Defendant has failed to provide any proof of the payment to the Plaintiff.

13. It was an expressed term of the Contract that failure by a client to pay all invoices by the due date of the invoice may result in the client incurring a finance charge of 1.5% per month of the total amount outstanding. In addition, the client shall indemnify the Plaintiff for all expenses, costs, damages, or losses including legal costs incurred in the collection of any outstanding amounts owed.
14. As a result of the failure of the Defendant to pay the Outstanding Balance, the Plaintiff instructed its Legal Counsel, Bransens to issue a formal demand letter dated 16 July 2024 for payment of the sum of CI\$8,724.40 being the Outstanding Balance plus finance charges to 30 June 2024. The formal demand letter was served on the Defendant by email and by registered mail.
15. The Defendant responded to the demand letter by email to Bransens on 1 August 2024 and in which she maintains that the Plaintiff's invoice was paid.
16. The Defendant has not, at any time, disputed the cost agreed under the Contract.

AND THE PLAINTIFF claims:

1. The sum of CI\$6,415 being the Outstanding Balance owed under the Contract.
2. Interest calculated at 1.5% per month of the total amount outstanding to date in accordance with the Contract.
3. Fixed costs for legal fees to be assessed.

If, within the time for returning the Acknowledgment of Service, the Defendant pay the total amount claimed further proceedings will be stayed.

The money must be paid to the Plaintiff or their Attorney.

Bransens

Bransens
Attorneys-at-Law for the Plaintiffs

IN THE SUMMARY COURT AT GEORGE TOWN

BETWEEN:

CAUSE NO SC: of 2024

APEX PERIMTER
PROTECTION LTD

PLAINTIFF

AND

AMEE MCKIE

FIRST DEFENDANT

ACKNOWLEDGEMENT OF SERVICE

If you intend to instruct an Attorney to act for you, give that Attorney this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Plaintiff is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (tick appropriate box):

yes no

3. If the claim against the Defendant is for a debt or liquidated demand, AND the Defendant do not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

yes no

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Date:

See overleaf

The Plaintiff was issued by Bransens attorneys for the Plaintiff whose address for service is Grand Pavilion, 802 West Bay Road PO Box 930, Grand Cayman KY1-9006, Cayman Islands. Tel: 345-947-5656.

PARTICULARS OF DEFENCE

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

Defendant's Signature

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

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