

From: Richard Howard  
Date: 3 September 2020 at 19:08:54 BST  
To: Kris Deichler  
Subject: Refund Request

Dear Kris,

I hope you and your loved ones are well and that you were able to access the self-employed grant scheme during these horrid times.

On another less pleasant note, attached is a copy of the court order which was sent to your address around 8th April 2020 stating that a refund should be made for the December 2018 mentoring sessions that were not redeemed.

I have intentionally not pursued this matter over the Summer due to the external situation out there and encase you were on the back foot until the grants/loans came in to re-balance your finances.

Now that we've all pretty much found our footing and life is semi-normal again I would like to request the refund is now made to the following bank account (I moved from Metro Bank in 2019)....

Name: Premier Ventures Ltd  
Sort Code: 23-69-72  
Account Number: 24982039  
Reference: Refund

It would be preferable to have the £[REDACTED] payment in one go however if that would be tricky then sending 50% in September and the final 50% in October would also be acceptable.

All the best

Richard  
<Court Jugement Summary.png>

From: Kris Deichler  
Sent: Friday, October 02, 2020 5:07 PM  
To: Richard Howard  
Subject: Re: Refund Request

Dear Rich,

I have received your email below and just to let you know, any post you may have sent to me as referred to in your email, would not have reached me as I do not live at this address. Your email was therefore the first I heard about your request for a 'refund'.

In considering your letter there's a few key points I feel I need to respond with to addresses this and make things clear.

1. As we both know and that you put in writing at the time, it was by your own choice and request that we discontinued our work together in the final weeks of 2018. It was at no point a decision on my part to withdraw or deny my support for you during that time for any reason. By this alone and the fact no desire to resume any level of support since has ever been forthcoming, I would consider your decision effectively concluded and brought our work in 2018 voluntarily to a close at that point.

2. However, further to this, in regards to our arrangements for our work together in 2018, it's by your own admission in writing to me (on more than one occasion), that I had "many many times" exceeded the amount of investment required from my side in terms of time spent with you and the level of service agreed between us. In fact, to quote your letter to me in Dec 2018 you said...

"I appreciate you have gone over on many, many sessions over the years and can assure you that your efforts will not go unrewarded. Regardless of how long it takes and how many business ideas I go through, I fully intend to ensure that the extra time spent will be compensated for at minimum with a financial payback, although I hope I can be more useful and be more valuable to you in other ways than that."

If, as is written above, you intended (as clearly stated) to make a financial compensation to me for my over extension of time and services, I fail to understand how now, well over a year later, you believe I have not fulfilled my commitment to you and feel a 'refund' is applicable. This simply does not add up and nor does it stand up. I would seriously reconsider this as it won't stand in a court of law, it will only cost you money and there will be additional costs incurred, therefore wasting a lot of time, money and effort for both parties.

It saddens me that you appear to have become and feel aggrieved over the last year and a half. Is this perhaps because, after you chose to step away from Mentorship with me in late 2018, you since felt hurt in some way by the reduction in the amount of time and attention I was able to share with you, outside of a mentoring relationship, in the months and year that followed?

I feel it's relevant, in line with that, to bring up the fact that you yourself said in your letters to me, that you believed I valued your personal development and progress far more than you did yourself and that you understood that my attention and focus would be better placed on others more committed to such work (and thus my services) in 2019 onwards. So any increasing gaps in our communication over the course of 2019 ought to have not only been expected, but already accepted by you as well, ahead of that time.

Finally I want to add, throughout 2019 and ever since then, my support has never once been off the table or withdrawn from you at any point, had you wished to resume working together again. Yet at no point have I received any request to discuss that possibility, nor any complaint about services not previously fulfilled.

I want you to know Rich that you have my phone number and my "door" has always been open for you to pick up and call me to talk about things, rather than reduce our communication to letters. I still very much care for you and encourage you in your growth and development wherever and however you are pursuing it.

Regards,  
Kris

From: Richard Howard  
Date: 3 October 2020 at 15:48:41 BST  
To: Kris Deichler  
Subject: Re: Refund Request

Dear Kris,

Thank you for your email.

I must say that I was very surprised to read that this was the first that you have heard of this matter.

For I have checked with the Gov.uk online system and the court paperwork was posted on 18th March 2020 via second class post then on 21st March 2020 I received your voicemail where for the first time since December 2018 some reflection seems to have been given and you apologised for the reactive email response to my February 2020 letter, as well as wishing my family and I the best and suggesting that we meet soon for a coffee/beer.

Bizarrely this reflection came to you on the same day that court paperwork would have arrived at [REDACTED ADDRESS] and so I do find it rather strange... Stranger still is that the Court has not returned either the court claim documents or the judgement letter to me with a "not known at this address" or "moved on" notice and so it does strongly suggest that it was successfully delivered or at least collected by another and forwarded onto you.

Furthermore as your email and Whats App records will show, for over a year now the average response time to an email or Whats App message from myself has been 4 to 5 weeks. Whereas this time my

email to you on 11th March 2020 was responded to just 10 days later (21st March). This was not a new standard as has been shown with the response received last night (reverting back to the usual 4-5 weeks time window) and so I am very much led to believe that there was an external stimulus that prompted you to respond to me so quickly on that occasion with your phone call.

With that being said I think its sensible and fair that I reserve judgement and bring some objectivity in here for as we both know the universe works in mysterious ways and coincidences can and do happen.

Therefore kindly forward on the contact information of the agency that you used for the residence at [REDACTED] as I would like to seek independent verification that your tenancy had ended by mid March 2020 and that any post received was not being forwarded onto you.

I seek this information as its clear you have some points that you would like to bring to the Courts attention and so I would like you to have the opportunity to present them. Once it has been proven that you were not aware of this case you can be assured that I will not protest to any application to re-open it and will give you full opportunity to have your objections heard.

Kind Regards  
Richard

From: Kris Deichler  
Sent: Friday, October 23, 2020 4:01 PM  
To: Richard Howard  
Subject: Re: Refund Request

Dear Rich

As I stated to you before; [REDACTED] is not my address and I do not live there, nor did I live there when you sent your letter. That is a fact and one that's irrelevant here anyway as, regardless of this, I have acknowledged your email and you have my response to your request, so I believe you ought to be clear on my position here. One that is conclusive.

However, I'm sorry you feel the need to stubbornly persist in this matter and I note you've made no reference to the fundamental points of my response in your last reply. I believe that response made it quite clear why there is no basis on which your request can have any grounds, reasonable or otherwise, to go any further. But as a reminder the points I'm referring to were..

1. As we both know and that you put in writing at the time, it was by your own choice and request that we discontinued our work together in the final weeks of 2018. It was at no point a decision on my part to withdraw or deny my support for you during that time for any reason. By this alone and the fact no desire to resume any level of support since has ever been forthcoming, I would consider your decision effectively concluded and brought our work in 2018 voluntarily to a close at that point.

2. However, further to this, in regards to our arrangements for our work together in 2018, it's by your own admission in writing to me (on more than one occasion), that I had "many many times" exceeded the amount of investment required from my side in terms of time spent with you and the level of service agreed between us.

The fact you haven't given these logically coherent and inarguable points deeper consideration to see the reality here is disappointing but, sadly, not a surprise. It's reminiscent of the flawed level of thinking and poor decision making you've unfortunately been prone to in the past and that we both know has cost you greatly. How is the energy being put into this and the approach / level of thinking any different to the behaviour and treatment of the situation that ended up costing you £200,000 in 2018.

I had hoped you'd been humbled enough to learn and move on from that situation Rich, but it's unfortunately not looking that way. So it's only out of concern for you that I feel it needs to be said, if you carry on in life and business in that same vein, it's very likely that sooner or later you'll find yourself in a similar position again. One that might cost you as greatly as before.. or god forbid, worse.

I kindly urge you to put this matter to bed Rich as the case here, as I've said, is patently clear. But to give further credence to my previous points, the situation here would be the same for anyone who has paid for any particular course of learning, or even time at university and other services like this. For a person to voluntarily chose to quit 90% of the way through, they would have to be seriously deluding themselves if they then thought they could claim a refund for not finishing what they started.

It's the same principle as someone who paid for a holiday and then decided to leave a few days early and requested a refund for the time in the hotel etc that they didn't end up using. So a claim like this will never hold up legally because, if it were allowed to, it would immediately set a precedent that then threatened millions of businesses the world over that operate this way and that would be ridiculous, so it cannot go anywhere.

To say that it could would be the same as saying that any of those aforementioned businesses and many many more that operate services on this basis should suddenly now be liable to countless similar claims from people. That's just not going to happen because to allow that would bankrupt entire industries and prevent them from running and no one is seriously going to even entertain such a possibility.

As I mentioned to you in my last letter Rich, had you wanted to resume working together in 2019 and wanted to find a way to complete what we started in 2018, my door was never closed and I am sure we could have found a way to come to an amicable win-win agreement to do so, but that was never forthcoming. From my side I believe I have done everything and much more to honour and uphold my responsibilities here.

I trust that makes things completely clear now and I genuinely wish you well.

Take care and kind regards,

Kris

From: Richard Howard  
Date: 23 October 2020 at 18:25:51 BST  
To: Kris Deichler  
Subject: Re: Refund Request

Dear Kris,

Thank you for your email. I note by your comment: "you've made no reference to the fundamental points in my response" that you would like a more detailed response to your email from 2nd October and the one sent earlier this afternoon. I am more than willing to provide this.

However I ask in the spirit of mutual respect and fairness that you do the same in addressing head on, my points and questions as well.

Therefore I would like to ask you again to confirm whether you did in fact receive or were passed on the court claim letter in March 2020 and the judgement letter in early April 2020 from what is at least the residential address of one of your LIG colleagues and an address that multiple birthday cards that have been sent here over the years have found there way to you.

As mentioned, the timing of your apology call and the fact that neither letter was returned to the court as "not known at this address" suggests to me that you did actually receive them and so your statement on the 2nd October that "this is the first I've heard about it" appears to be a lie.

If it was an untruth then I would have far greater respect for you and would be more open minded to a win-win resolution if you admitted that now. As someone who values being a highly responsible person with a high level of integrity I ask that for your own sake, you do not compromise your character over fourteen hundred quid.

Kind Regards  
Richard

From: Kris Deichler  
Sent: Thursday, October 29, 2020 9:14 PM  
To: Richard Howard  
Subject: Re: Refund Request

Dear Rich

Out of respect for both you and myself; no, I did not.

Regards,  
Kris

----- Original Message -----

From: Richard Howard  
To: Kris Deichler  
Date: 02/11/2020 12:17  
Subject: Re: Refund Request

Dear Kris,

Thank you for your email.

I find it rather surprising that you do not seem to acknowledge that the mentoring that was paid for in bulk in January 2018 fundamentally changed as the year went on. Whereas in previous years it was as simple as we: have sessions related to what current challenges are going on in my life as well as planning for the future and just rinse and repeat. As 2018 went on it began to change as I am sure you could tell as my morale and satisfaction deteriorated as the year went on.

One primary reason for this was the relentless sales pitches labelled "opportunities" that were weaved into many sessions. Whether that being: giving you 15 grand, buying shares in the LIG company, working towards becoming an LIG associate or paying £5000 for a mysterious discipline course.

As I stated in my December 2018 letter, it felt like we were in a holding pattern where: no thank you or I would like further information were unacceptable answers and then days or weeks later the topic would be brought up *again* and we'd effectively have the same conversation from a different angle... The topics covered during mentoring sessions would also regularly lead back to: "What would happen if you had more discipline here?" with a reminder that you had a discipline course on the back of the wagon.

Its disappointing that the burnout / dissatisfaction that I raised in my December 2018 letter where I basically pleaded for the above to **stop** and for mentoring to revert to what it had been since 2013 and **what I paid for** in January 2018 was clearly unacceptable to you.

So if we are talking of "stubbornness" I hope you can see that even though I was the paying client, there was no movement from you on your ways of doing things nor any suggestions or willingness that I can see that we find a third way. As there was no change or talk of change it was no longer something that I wanted to participate in.

## Comparisons

In regards to your analogies of the funds I paid you being being like a university course, as we are seeing this year, University's are scrambling to fulfil the course they sold to their students via online means. They know full well that if they do not provide the **whole thing** then they have to refund the students for the part of the course they did not provide.

Holiday companies and airlines too either have to provide the hotel bookings and flights that they sold or by law, provide a refund on what they do not provide. Gyms who sold a 12 month package cannot charge members for 12 months if they do not provide all of them.

Therefore if you are saying that you provided 100% of the agreed sessions for the 2018 twelve month package please let me know what sessions you scheduled in December 2018. Like yourself I'm sure, I have all phone, Whats App and email records throughout 2018 and so would like to request proof of

the times you called me in December 2018 to try and redeem a session as well as evidence of the 1-2 times a week that you were at Pret twiddling your thumbs waiting for me to turn up. If you cannot do that then its like a University not providing its lectures for a month and so they are legally obliged not to charge for them.

I have known for a long time now that LIG attempts to operate with a very aggressive "no refund" policy on everything it sells but that does not make it lawful. Consumer Protection Regulations require businesses to operate within certain guidelines in regards to refunds and only charging for what is provided. In the same way that if you had builders around and they didn't complete the job to spec, they could not charge you for the whole job or if you rent a house that has some mould for example, you cannot by law just stop paying all of the rent on it...

There are indeed companies such as airlines, tickets for the theatre, hotel room bookings that say: here is your time and date to attend, use it or lose it. However they (1) make it clear *prior* to entering the contract (online its mainly via a bold, unchecked, tick box and statement) that the customer/client is *waving* their cancellation rights and that its non-refundable under x circumstances and (2) they allocate the *exact* times and dates for what the consumer has paid for.

As mentioned I was not notified of any sessions booked for December 2018 and so they could not have been missed as they were not scheduled nor did they need to be as I made it clear via my letter sent in the first day of the month that they would not be needed.

### **Refunds & Cancellations**

With that being said please do check your email boxes and Whats App conversations and send me any communication where you made it clear that the mentoring package was non-refundable as with the absence of that as per the Consumer Contract Regulations 2013 regulation the individual/company simply has to pay for what they received.

If you are looking for an official moment where I gave notice to cancel the contract we can use the 18th March 2020 as that date. The December 2018 sessions/funds were in limbo until either you provided the allocated times for them or I rescinded the contract, which I did. This was of course inspired by your flippant answer to my February 2020 letter (which I spent many weeks on thinking on and tinkering with) where it was allegedly "pathological" and not worthy of any discussion or reflection.

### **Trading Standards**

In regards to you raising the Trading Standards situation I must say I find it rather manipulative. I'm sorry that you find my position that I should only pay for what I agreed to pay for and received "flawed thinking" and "poor decision making".

In regards to your statement "*How is the energy being put into this and the approach / level of thinking any different to the behaviour and treatment of the situation that ended up costing you £200,000 in 2018.*" I find it a very deceptive to use 2018 as the date of reference for you know full well, **both** regulators considered the end of the period where they had issues with myself and my company to be **August 2015**. That is over 5yrs ago. In August 2018 the thinking was not flawed in my eyes: negotiate a settlement, pay the monies, refund the unhappy customers, do my hours and learn from this so that it does not happen again.

This is not the first time you have attempted to push this psychological hot spot in trying to compare thoughts or behaviour that you disapprove of to lets be honest, who I was prior to August 2015. Nor is it the first time that you have claimed "*it could happen again and it could be worse*".

Well again, 5+ years have passed and the ASA, Trading Standards, Police and upset customers have not returned. The most fundamental reason for this is a very basic policy I launched 5yrs ago which is simply all customers must be happy otherwise they get a 100% refund, no questions asked.

I have the feeling that in December 2018 you believed that I would soon crash against a brick wall with the police/regulators returning, me going bankrupt or some other drama that would led me returning and pleading to plug my umbilical cord into you.

I base this on your statements like "*thank GOD, you have this mentoring Rich*" that were made when the pressure cooker was warming up in October/November 2018 for me to renew and "step up". Now

that time has passed I have found other forms of guidance and not incurred another set of dramas, even during this Covid year my companies are performing stronger than they have done for a long time.

The ironic thing is that what upset the press, regulators and a small number of customers the most was that they were not happy that customers could not get a refund when they were not satisfied and second to that some were claiming they were not properly told they could not receive a refund on elements of the service they did not want / use...

Therefore being that you raised the Trading Standards situation as a comparison it is not me who is repeating "*flawed thinking*" and "*poor decision making*" or investing negative energy into this situation. I am simply saying I am only willing to pay for what I received, you are the one who is mirroring the thoughts and behaviour that led to my headache and financial penalty.

And so if I may, I would like to give you the same advice you give me regarding your current position on this matter and say: "*it's only out of concern for you that I feel it needs to be said, if you carry on in life and business in that same vein, it's very likely that sooner or later you'll find yourself in a similar position again. One that might cost you as greatly as before.. or god forbid, worse.*"

### **Going Over**

Please see **page 7** of the February 2020 document (attached) for my full response on that. I made it clear that I never asked for that, nor did I ever say *can buying 5 sessions to get a 6th free?* nor called you out of the blue when in distress for freebies.

You voluntarily went over and if you were not satisfied with what you were getting in return from me you had the responsibility to rein in session times to what I paid for. Its clear to me that either due to financial need or loss of faith in me that in 2018 that wanted to microwave this return with a £15,000 gift but I'm sorry I am not going to pay for something that I did not ask for nor agree to.

### **Aftermath**

You are quite right that in the December 2018 letter I certainly was passionate about giving back you know by now I have been rather surprised and disappointed by the dissipation of "brotherly love" since it became clear I was not going to gift you 15 grand, enrol in your mysterious programmes or let you dictate how mentoring sessions should be conducted.

Agreed, that I said that you should invest your time and money elsewhere but its fair to say the difference has been night and day and it was "love" it was most certainly conditional love.

For Richard is so low down the priority list that for over a year at least it takes 3-4 weeks for a response via from an email or Whats App message, no longer worthy of sharing an inspirational quotes/articles, invites to any LIG events nor are birthday or Christmas wishes worthy of your time to name just a few examples. All stopped as soon as I stopped pouring money into your bank account.

Furthermore after speaking to a good number of ex-LIG mentees over the last 2yrs, some of who were involved for months others and their siblings for years, one common thread that when they stopped taking the bread crumbs to side line their own goals and ideas to work towards becoming either an LIG associate or commission only salesmen for LIG they soon began feeling alienated and felt the need to step back.

With at least one who blindly trusted the LIG propaganda and paid for the discipline course, he soon found his relationship with [REDACTED – ANOTHER MENTOR] superficial as it has since appeared that [REDACTED – ANOTHER MENTOR] effectively preferred keeping his £5000 then preserve their relationship. Fortunately the law does not permit such an aggressive "no refund" policy without **express written consent** and so I truly hope these funds have not been spent...

It's a real shame that so much of the work we have done together and relationship we built over many years has been poisoned with endless pitching of "opportunities", smoke and mirrors, deflective answers and an insistence that mentoring need be conducted in your new way but one thing is clear from both sides, that we are on separate paths and that we have come to the end of our journey together.

**Dispute Resolution**

Please see my other email for details on how we conclude this disagreement.

**Summary**

As promised I have gone into further detail related to all your points raised, I hope it was useful to understand my point of view on matters.

Kind Regards  
Richard