[Full Name]

[Address]

[Postcode]

[Date In Full]

[Debt Buyer Name]

[Debt Buyer Address]

[Postcode]

**NOTICE OF CONDITIONAL ACCEPTANCE**

Reference Number:

Dear *[Person or Company who wrote to you],*

Thank you for your recent contact dated *[Date In Full]* , the contents of which I note, but do not accept.

First of all, I would like to point out that I do not accept any unilateral terms and conditions, deadlines, or charges outlined in your correspondence.

I hereby request that communication from this point forward be made in writing only, and that you do not attempt to contact me by any other method

For the avoidance of doubt, this letter does not constitute a complaint, and should not be treated as one.

I wish to confirm that your claim against me is lawful. I therefore request that you provide evidence of my liability. I am happy to effect payment upon receipt of the following documents:

* + 1) The original instrument of indebtedness, or proof that said instrument still exists.
  + 2) Either of the following;
    - a) If this is a demand for payment under the Bill of Exchange Act 1882, copies of any bi-lateral or trilateral contracts which create obligations on each party to perform, including any delegated **Instrument of Novation**, signed and sealed in a tripartite contract and a signed invoice in accordance with said act OR
    - b) If this is an assignment of a legal thing in action under the Law of Property Act 1925, a **Deed of Assignment** (not a notice of assignment). This should be executed as a Deed, granted by the grantor or original creditor and endorsed by instrumentary witnesses in solemn form.
  + 3) All notices of assignment.
  + 4) The default warning letter.
  + 5) The default notice.
  + 6) Termination Notice.
  + 7) The exact amount that you have paid for this alleged debt.
  + 8) Please state if you are relying a Legal or an Equitable Assignment in this case.

On and for the record, I am willing to accept redacted copies of any documents that may contain sensitive commercial data or personal details of other clients providing that evidence relating to myself is apparent.

**See (Van Lynn Developments v Pelias Construction Co Ltd 1968.[3] All ER 824) Where Lord Denning M.R. said "the debtor is entitled to view the sale agreement to ensure that the assignee can give him good discharge under the contract"**

**Also; [Webster v Ridgeway (2009) ] - Where a debtor is entitled to see a redacted version.**

If you have Legally purchased a debt, there will be some proof of this in writing. As the Supreme court has said, I am entitled to view the sale agreement to see if you the Assignee can give good discharge, this known as - **DUE DILIGENCE**. If there is no sale agreement, the alleged debt to the original creditor would not be paid by me paying your company. If you are not willing or able to provide this document, please confirm how you intend to demonstrate that your assignment is compliant with:

1. Section 44 of the Companies Act 2006,
2. The Regulatory Reform (Execution of Deeds and Documents) Order 2005 (S.I. 2005/1906), arts. 1(1),3,and;
3. Section 136 of the Law of Property Act 1925. "absolute assignment by writing under the hand of the assignor"

Should you not be in possession of any of the aforementioned documents, then you will be deemed to be party to a fraudulent act and I reserve the right to seek full recourse through the courts of law. Be aware, that any default registered prior to this matter being resolved will be disputed.

I also hereby decline any offer to contract with your company, except when subject to the terms mentioned herein.

Finally, for the avoidance of any doubt, please note that, whilst I will always endeavour to meet all my financial obligations, I do not acknowledge any of the terms, conditions or time frames that you have set out in your correspondence. Any claims made against me based on your terms and conditions will be defended.

Due to the urgency and seriousness of this allegation, I will give you fourteen (14) days to respond. Do not attempt contact me by telephone or text, I require your response in written format.

**FEE SCHEDULE**

Any invalid claims against myself and/or attempting to contact me by mail, mobile phone and/or telephone will constitute the agreement of your company or any agent to the following Fee Schedule:

1. £1000 (ONE THOUSAND POUNDS STERLING) per invalid claim in writing, *nunc pro tunc*,
2. £35.00 (THIRTY FIVE POUNDS STERLING) per letter and/or notice sent by recorded mail, *nunc pro tunc*,
3. £150.00 (ONE HUNDRED AND FIFTY POUNDS STERLING) per hour or portion thereof, of the Authorised Representative’s time, nunc pro tunc,
4. £30.00 (THIRTY POUNDS STERLING) per attempt to contact by telephone and/or mobile phone, *nunc pro tunc*.
5. £150.00 (ONE HUNDRED AND FIFTY POUNDS STERLING) per unauthorised door-step visit, *nunc pro tunc.*

All fees are payable in Twenty One (21) days of date of invoice is received, as evidenced by recorded delivery tracking number.

Without malice or mischief, in sincerity and honour.

Yours sincerely

[Full Name]

**Notice to Agent is Notice to Principal – Notice to Principal is Notice to Agent**

**No assured value, No liability. Errors & Omissions Excepted.**

**All Rights Reserved.**

**Without Recourse – Non-Assumpsit**

**Calls may be recorded**