**Letter 1 of 3**

Their Address

Your Address

Date

NOTICE OF CONDITIONAL ACCEPTANCE

Reference Number: [LIST ALL THEIR REFERENCE NUMBERS HERE - DON'T PUT ANY THAT HAVE A CCJ]

Dear [PERSON WHO WROTE TO YOU OR COMPANY NAME],

[Thank you for your recent contact dated [DATE IN FULL] , the contents of which I note, but do not accept. [DEL LINE IF NO LETTER]

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) If this is an assignment of a legal thing in action under the Law of Property Act 1925, a copy of the Sale Agreement between the Original Creditor and your company, sometimes referred to as a 'debt sale agreement' and known formally as a Deed of Assignment (not a notice of assignment). This should be granted by the Assignor in compliance with Section 44 of the Companies Act 2006 if not in solemn Deed format.
	+ Where more than one assignment is claimed, you will need to provide a valid Deed of Assignment for each alleged assignment. You may well refer to the Deed of Assignment as a 'debt sale agreement' or other similar title. You are required to have this to be compliant with Section 136 of the Law of Property Act 1925 and failure to provide it will be viewed as and admission that you are not complaint with Section 136 of the Law of Property Act 1925;
	+ 3) All notices of assignment;
	+ 4) The default warning letter;
	+ 5) The default notice;
	+ 6) Termination Notice;
	+ 7) Please state if you are relying on a Legal or an Equitable Assignment in this case and if claiming Legal assignment, how you intend to demonstrate compliance with the THREE elements of Legal Assignment:

See; [Jones v Link Financial Ltd (2013) ] 1 WLR 693 Where it was found that three conditions for the validity of a LEGAL assignment must be satisfied, 'namely': that the assignment was absolute and not by way of charge; that it was in writing under the hand of the assignor, and that express notice in writing had been given to the debtor;

* + 8) Any exception you are relying in relation to the Common Law Doctrine of Privity of Contract.

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 [1969] 1 QB 607 Where Lord Denning MR said: '*After receiving the notice, the debtor will be entitled, of course, to require a sight of the assignment so as to be satisfied that it is valid, and that the assignee can give him a good discharge.*';
* Hancock v Promontoria (Chestnut) Ltd [2020] EWCA Civ 907 (14 July 2020) - Where Henderson LJ said: 'In all normal cases, the entire document should be placed before the court; and if, exceptionally, any redactions are made, they should be fully explained and justified by the party making the redaction, with sufficient particularity for the court to be able to rule on the need for the redaction if it is challenged."

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.

Without malice or mischief, but with prejudice.

Yours sincerely