***[YOUR ADDRESS & POSTCODE]***

***[DATE IN FULL]***

***[DEBT BUYERS NAME ADDRESS & POSTCODE]***

**NOTICE OF NON-RESPONSE**

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

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

This is a legal notice. Please read it carefully as it means what it says. If you fail to comply with this notice, then you will be deemed to be in agreement to my fee schedule outlined below. **DO NOT IGNORE IT.**

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

I wish to deal with this matter in honour. This is a Notice of Non-Response informing you that you are in dishonour. This notice is in reference to a Notice of Conditional Acceptance sent via recorded delivery to you, dated **[DATE IN FULL]**, regarding a potential liability for **[££what they say you owe!££]**. You were requested to send certain documentation so as to validate and verify your claims against me. To date, you have failed to adequately respond or have ignored the contents of that letter. This has resulted in the assumption that you do not have any valid claim and that there is no debt lawfully owed by me to your company.

I wish however to offer you another opportunity to substantiate your claims by forwarding the following documentation:

* + 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 Property Law  Act 2007,  a copy of the  instrument of Assignment 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 The Companies Act 1993 Part 10 - section 180 and Section 9 of the Property Law Act 2007  if not is 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 50 of the Property Law  Act 2007 and failure to provide it will be viewed as  and admission that you are not complaint with Section 50 of the Property Law  Act 2007;
  + 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.

In addition, as you have so far failed to substantiate your alleged claim I now also request the following information, to satisfy myself as to the legitimacy of your company:

* 1. Your registration details with Reserve Bank of New Zealand (RBNZ) and the Financial Markets Authority (FMA);
* 2. Your Consumer Credit Licence number with the Financial Markets Authority (FMA) ;
* 4. Your Public Liability Insurance details;
* 5. Your registration details with any other regulatory bodies.

As previously stated, 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.';**
* ***And: (Promontoria (Oak) Ltd v Emanuel & Others 2021 EWCA Civ 1682) 52.  'we agree with Lord Denning that he is entitled to satisfy himself that there has been such an assignment';***
* **Also: (Bank of New Zealand v O'Connell [2018] NZHC 1787) - Where the High Court again confirmed the principle that a claimant must prove their ownership of a chose in action in order to enforce it. The Court stated that a claimant must produce evidence that establishes their entitlement to the chose in action and their ownership of it.**

Should you not be in possession of any of the aforementioned documents, 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 will give you a further fourteen (14) days to respond. Do not attempt contact me by telephone or text, I require your response in a written format.

Without malice or mischief, in sincerity and honour

Yours faithfully,

***[YOUR FULL NAME - NO SIGNATURE IS REQUIRED]***