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

***[DATE IN FULL]***

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

**NOTICE OF IRREVOCABLE ESTOPPEL**

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

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

With reference to the letters sent to you; dated ***[DATE IN FULL]***   (received  ***DATE IN FULL]*** ) and ***[DATE IN FULL]*** (received  ***[DATE IN FULL]*** ), all delivered by recorded mail.

In those letters I asked you to provide the following reasonably requested specific items:

* + 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.

I hereby serve Notice that your failure to provide Proof of Claim has created a permanent and irrevocable estoppel by acquiescence, forever-more barring your company or any associated companies from bringing any and all claims, legal actions, orders, demands, lawsuits, costs, levies, penalties, damages, interests, liens and expenses whatsoever, against myself.

As you have failed to produce the above documents thus far, it is now my understanding that you are party to a fraudulent act. Therefore, should I receive any similar correspondence from you regarding this matter, I will not be providing a response.

Your failure to prove your company's legitimacy has resulted in the assumption that your claim is fraudulent and that your company is operating unregistered, unlawfully and in breach of industry regulations and a complaint will be lodged with the relevant authorities.

I have enclosed a Notice to **Cease and Desist**, as well as a Notice exercising my right to prevent the processing of my personal data by your company under the **Privicy Act 1993.**

If you still believe the account to be legally due, please forward the above documents along with a full explanation as to the delay in procuring them and I will respond accordingly.

Any other communication outside of this will be deemed to be in breach of the aforementioned and I reserve the right to seek full recourse through the courts of law.

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. As always, I am happy to accept redacted copies of the documents in order to facilitate resolution of this issue. Any claims made against me based on your terms and conditions will be defended.

Without malice or mischief, in sincerity and honour.

Yours sincerely,

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

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