Name Surname (I)

Address Line 1

Address Line 1

[Postcode]

**Reference No:**

**(My reverence number)**

Respondent:

Name Surname (you, your)

COMPANY NAME

Address Line 1

Address Line 2

Address Line 3

[Postcode]

Date: (date goes here)

**Office Found**

Within the universal maxim of law, notice to agent is notice to principal, notice to principal is notice to agent. All addressed parties jointly and severally as well as their successors, nominees and assigns.

**Notice of interest**

# 

Re: suspicious unsigned letter referencing COMPANY dated (date when received)

To: Name Surname

Title: (title what is shown on Companies House)

Regarding documentation that was sent to the following address:

Address Line 1

Address Line 2

[Postcode]

On 23rd February 2024, I received a suspicious unsigned letter (dated 20th February 2024, **see** Exhibit A - page 4, Exhibit B – page 5) from Equita titled ‘’Notice of enforcement’’.

I do not know of the company named Equita. Therefore, I suspect a potential fraud has taken place. I believe it is in your best interest to be informed immediately in the event of there being a fraudulent scam involving your company’s identity.

The reasons for suspecting a fraud:

1. The Local Government Act 1888 states that all councils are a “body corporate”.

**Local Government Act 1888, Chapter 41, Part V, Section 79 Paragraph (1):**

***‘’The council of each county shall be a body corporate by the name of the county council with the addition of the name of the administrative county...’’***

As ‘’body corporate’’ councils’ took all duties and liabilities.

**Local Government Act 1888, Chapter 41, Part V, Section 79 Paragraph (2):**

***‘’All duties and liabilities of the inhabitants of a county shall become and be duties and liabilities of the council of such county.’’***

The status of ‘’body corporate’’ councils was reiterated in the **Local Government Act 1972, Chapter 70, Part 1, Section 2, Subsection (3):**

***‘’Each council mentioned in subsection (1) or (2) above shall be a body corporate by the name “The County Council” or “The District Council”, as the case may be, with the addition of the name of the particular county or district.’’***

1. The Localism Act 2011 states that the county councils cannot charge for statutory provisions, and can only charge for additional services which have been requested.

**Localism Act 2011, Chapter 20, Part 1, Chapter 1, Section 3, Paragraph (2), Sub-sections (a), (b), and (c):**

**‘’*The general power confers power to charge the person for providing the service to the person only if—***

1. ***the service is not one that a statutory provision requires the authority to provide to the person,***
2. ***the person has agreed to its being provided, and***
3. ***ignoring this section and section 93 of the Local Government Act 2003, the authority does not have power to charge for providing the service.’’***

I have not placed any orders for additional services from YOUR City Council, therefore, it is not possible that I ‘’owe money’’.

1. The received letter, allegedly, from Equita does not state full name of sender and is unsigned. A document can only be correctly executed if signed.

**Companies Act 2006, Chapter 46, Part 4, Section 44, Paragraph (2):**

***‘’*** ***A document is validly executed by a company if it is signed on behalf of the company-***

***(a) by two authorised signatories, or***

***(b) by a director of the company in the presence of a witness who attests the***

***signature.’’***

1. The received letter, allegedly, from Equita references a liability order.

A liability order must be issued by a Magistrates' court. To obtain a liability order, councils are obligated to follow ‘’Application for liability order’’ procedure described in **The Council Tax (Administration and Enforcement) Regulations 1992 Part VI, Regulation 34.**

I did not receive notification from a Magistrates' Court which would be the case if YOUR City Council submitted an application with a Magistrates' court.

1. The received letter, allegedly, from Equita states: ‘’ Payment can be made through our customer management centres’’.

If a Liability Order has been issued by a Magistrate’s Court, payments have to be made directly to the Magistrate’s Court where the Liability Order was signed. Therefore, payments would not be paid directly to Equita.

1. A Novation is the process by which the original contract is extinguished and replaced with another, under which a third party takes up rights and obligations duplicating those of one of the parties to the original contract. This means that the original party transfers both the benefits and burdens under the contract. It requires to be signed by all the parties: original parties and incoming parties.

A Novation agreement between I, YOUR City Council and Equita cannot exist as I did not sign such agreement.

1. A Deed of Assignment is a legal document that transfers the ownership of a property from one party to another. It must be signed by all parties and must be witnessed by someone who is not a family member or a party to the agreement.

A Deed of Assignment between I, YOUR City Council and Equita cannot exist as I did not sign such agreement.

I cannot see any legal or lawful reason why Equita has sent me a letter claiming that I ‘’owe money’’ to YOUR City Council.

I urge you to investigate this matter in order to prevent potential fraudulent situations of this type happening to other innocent people.

My regards

By:

All Rights Reserved

Name Surname

Non-negotiable Autograph,

No Assured Value, No Liability

Errors and Omissions Excepted

Without Recourse – Non-Assumpsit

IN WITNESS whereof I the undersigned do claim acknowledgement of this notice and the signing by WITNESS NAME.

My best regards

By

All rights reserved, none waived ever.

Name Surname

Address Line 1

Address Line 2

Postcode



(Here goes scanned front page of received letter)



(Here goes scanned back page of received letter)

**End of notice**