In care of:

Brook Lodge House,

,

Near: [POST CODE]

November 2021

Our reference:

Strictly Private and Confidential - For the Addressee only

To:

Acting as: Chief Executive, of;

**Re: ACCOUNT: \*\*\*\* \*\*\*\* \*\*\*\* \*\*\*\* - Barclaycard Platinum**

**NOTICE OF FINANCIAL HARDSHIP, CONDITIONAL ACCEPTANCE TO PAY AND SPECIAL DATA SUBJECT ACCESS REQUEST.**

**Notice to Principal is Notice to Agent; Notice to Agent is Notice to Principal.**

**To: [CEO Name],**

Please note that this Notice is written in plain English and everything herein that we state has the meaning that we intend it to have and that we write as the living man on behalf of the legal fiction [MR \*\*\*\*\*\*\*\*. \*\*\*\*\*\*\*\*\*\*\*] as it’s authorised representative.

The purpose of this Notice is three-fold. Our first intention is to offer our apologies for the lateness of payments on the account \*\*\*\* \*\*\*\* \*\*\*\* \*\*\*\* due to extreme financial hardship due to the ongoing world affairs and as a result there has been no income for us for the past two years or more.

Secondly, it has come to our attention of late that we did not receive full disclosure of the contract between ourselves and you (CEO Name on behalf of \*\*\*\*\*Bank) whence we gave our signature to enact the credit card loan. Since we have been investigating this oversight, we would be willing to re-commence with our direct debits, although financially burdening to us, however, on the basis that the following questions be lawfully answered:

* 1. Is an ‘agreement’ signed by ourself a financial instrument?
	2. Can a financial instrument be securitised?
	3. When (Bank name) accepts a loan contract, does (Bank name) monetise this instrument, creating a credit on account which it then uses to fund the loan to the applicant?
	4. If (Bank name) did not loan its’ own money to a customer but monetised the signed loan document creating new funds on the account, would this not be an exchange rather than a loan?
	5. When we agree to a loan and accepted by (Bank name) has that created a trust?
	6. If a trust is created has been created by our autograph / agreement, what are the fiduciary duties of (Bank name) and ourselves within the trust?
	7. In transactions, is it not the case (Bank name) is acting in the capacity of ‘Trustee’?
	8. As the ‘borrower’, is it not the case that we are the ‘Beneficiary’ of the trust?
	9. Does the bank (Bank name) hold legal title over the Trust?
	10. Who holds equitable title over the Trust?
	11. Is it not the case that a ‘Beneficiary’ cannot make payments for anything; only receive ‘benefits’ in this case payments?
	12. Does the bank (Banks name) accept Promissory Notes under the Bills of Exchange Act 1882?
	13. If the bank (Bank name) does accept Promissory Notes under the Bills of Exchange Act 1882, how do we go about presenting one for acceptance?
	14. Is it true that the ‘lender’ (Bank name) follows the Generally Accepted Accounting Principles (GAAP)?
	15. Was full disclosure given regarding if the ‘borrower’ was to provide the funding for the loan per bookkeeping entries?
	16. Does the bank (Bank name) accept something of value from the ‘borrower’ that is recorded as an asset on the books of (Bank name) resulting in a new liability? Yes or No in writing.
	17. At the time of the transaction, did the bank (Bank name) loan or lend the borrower (Bank’s name)’s own pre-existing money or assets? YES or NO in writing.
	18. Did the borrower not have full disclosure of the bookkeeping entries before ‘signing’ the ‘agreement’? YES or NO in writing.
	19. Did (Bank name) add interest to our (the borrower’s) promissory note / agreement / contract? YES or NO in writing.
	20. What equitable value or consideration did (Bank name) give in return for our promissory note / agreement / contract?
	21. Is it not the intent of the loan agreement in which the party who funded the loan, as per the bookkeeping entries of (Bank name) is to be repaid the money lent to the borrowers? YES or NO in writing.
	22. Does the lender record an asset showing that the borrower owes money to the lender involved in the loan agreement? YES or NO in writing.
	23. Is it not true that, as per (Bank name)’s bookkeeping entries that the borrower funds the loan? YES or NO in writing.
	24. Is it not true that, according to (Bank name)’s bookkeeping entries that the borrower is the depositor therefore the creditor of the principal amount? YES or NO in writing.
	25. Is it now clear that (Bank name) has violated the Generally Accepted Accounting Principles (GAAP) thus making the loan agreement / contract null and void? YES or NO in writing.
	26. Is it not true that (Bank name) converted the loan agreement / contract / promissory note signed by the borrower by using it as ‘value’ to give value to a bond / cheque or similar financial instrument as proven by (Bank name)’s bookkeeping entries thus proving the borrower funded the the loan and proving (Bank name) used concealment and false statements that (Bank name) funded the loan? YES or NO in writing.
	27. Has the loan agreement contract been sold to a special purpose entity for securitisation and pooled into tranches with other loans? YES or NO in writing.

Once we have received substantial point-for-point responses to the above twenty seven (27) points in a time period of fourteen (14) days from the date of this Notice, we will be in a position, once we consider the loan agreement / contract to be lawful, then we will be in a position to resume with the minimum payments.

If, of course, that the above points cannot be shown or proven to be lawful, legal and have not breached the agreement of the loan principle sum out of (Bank name)’s own funds (not the value created by the promissory note) or full disclosure was not given, the following is demanded within thirty (30) days:

* + Any alleged outstanding amount on account \*\*\*\* \*\*\*\* \*\*\*\* \*\*\*\* is to be balanced and returned to zero
	+ A statement showing the discharge of the alleged debt showing a zero balance.
	+ A written guarantee that no report of a negative nature or bad credit shall be given to any credit reporting agency.

Take note that this Notice in no way constitutes a dispute nor controversy by us, the borrower, merely an opportunity to gain full disclosure for the purpose of lawfulness. We trust that you comprehend our position.

And lastly, we come to the Special Data Subject Access Request for which we request pursuant article 15 General Data Protection Regulations (GDPR) that the following information be served to us within one (1) calendar month period as pursuant Article 12 General Data Protection Regulations (GDPR):

* 1. Request to see what data you hold of ours.
	2. Request for information on how you intend to use our data.
	3. Evidence of our explicit legal consent for you to use / store / process / share our personal data.

Failure for you (CEO / Data Controller names) and (Bank name) to evidence and disclose information regarding our data will mean concealment or blocking of our data and liable to criminal prosecution as per Data Protection Act 2008 s.173 (3).

It is made clear here and now that failure to respond to this notice will be deemed a dishonour of this NOTICE.

We expect a substantial response from you by (Date) some fourteen (14) days from now.

**This is not a letter. do not treat it as such. It is a Notice, served under the doctrine of notices. Any failure to respond to this lawful notice without full and complete non-misleading disclosure shall be deemed as full acceptance of guilt, no lawful substance and your claim to be unverified and unlawful, and full acceptance of liability for any and all costs/judgment in full should you wish to proceed.**

Sincerely and without ill will, vexation or frivolity,

By order of the Beneficiary: [DEAN FORD]

By Authorised Representative: Dean :Ford

Without prejudice.

Without any admission of any liability whatsoever.

With all Indefeasible, Natural, Rights reserved.