<u>Plain-simple-English &</u> <u>Plain-Simple-Counting-Systems.</u>

## Notice One (1)

### NON NEGOTIABLE

c/o address only: non-liability: Creditor:

FAO DIRECTOR OF AMERICAN EXPRESS SERVICES EUROPE LIMITED DAVID JOHN BAILEY BELGRAVE HOUSE 76 BUCKINGHAM PALACE ROAD LONDON UNITED KINGDOM SW1W 9AX

Date: 1<sup>st</sup> April 2022

Document reference:

## VALIDATION OF CLAIM

## NOTICE TO PRINCIPAL IS NOTICE TO AGENT NOTICE TO AGENT IS NOTICE TO PRINCIPAL

**Ref: Account Ending** 

FAO DAVID JOHN BAILEY acting as director of AMERICAN EXPRESS SERVICES EUROPE LIMITED

I would be willing to settle any financial obligation I might lawfully owe, as soon as I have received the following lawful documentation from you. It is noted all previous payments made to your organization were made in error and without full disclosure.

We are now in possession of information of which we were previously unaware of, which suggests the credit agreement between AMERICAN EXPRESS SERVICES EUROPE LIMITED and MR HARVINDER BHOGAL may not be valid/lawful. AMERICAN EXPRESS SERVICES EUROPE LIMITED may not have a valid claim to the alleged debt. Having studied the legal aspects of this alleged debt we require you to produce **All** documentation to be presented to me in **Substance** and with **Full Disclosure**:

- (a) Validation of the alleged debt owed with FULL accounting
- (b) A copy of the relevant and lawful Terms and Conditions
- (c) A true and certified copy (Not photocopy) of the Deed of Assignment (Not Notice of Assignment)
- (d) DEED OF NOVATION: My wet ink signature on any agreement with your company.

- (e) Provide evidence by producing original copy of contract signed in wet ink by I a man :harvinder; by DAVID JOHN BAILEY: Director of AMERICAN EXPRESS SERVICES EUROPE LIMITED: and witnessed by third party.
- (f) A true and certified copy (Not photocopy) of the Original Credit Agreement
- (g) Verification of your claim against me (a sworn affidavit or even just a signed invoice)

We require a deed of assignment as mentioned above under s136 Law of Property Act 1925 – which must assign absolute title to a debt. But as there is no debt (since we created the credit), these assignments can only be assignments of agency. During an extensive study of money and debt, and having identified your role to collect alleged sums from individuals, is it not the case, under laws of equity we are the beneficiary of the trust set up with the "creditors" signature? It is important you give full disclosure of the lawful documents you may rely upon to validate your claim.

# An agent has no standing at Law or capacity to recover a debt that has not been assigned according to Law.

We hereby give you fourteen (14) days to reply to this notice from the above date. Your failure to provide the aforementioned documentation within fourteen (14) days, from the above date to validate your claim of debt, will constitute your agreement to the following terms:

- 1. The debt did not exist in the first instance and/or it has already been paid in full; and that you will be held liable for any and all damages to me incurred by any further actions.
- Remove negative remarks made to a credit reference agency forthwith, and you will no longer pursue this matter. Since case law clearly states "Unenforceable debt cannot be placed on a credit file." (Court of Appeal Grace Vs Blackhorse) do so will potentially incur claims for damages under the DPA.
- 3. Since the evidence suggests you are not in possession of the require documents to substantiate any claim, you will cease and desist any and all claims from this point onwards.
- 4. By Accepting admission you're not in possession of the original agreement you will disclose why this came to be.
- 5. Disclose who does have possession of the original agreement.

We have for your convenience enclosed a screen capture of what a judge WILL ask for at our insistence as part of Pre-action protocols and as you can see the court stamp keeps our current request within expected parameters of law.

Before District Judge sitting in the County Court at

The Law Courts, London Road,

The following paragraphs set out the Judge's directions for the disposal of this claim. Failure to comply with the directions may result in a party's case being struck out or a hearing having to be adjourned. The party at fault may have to pay costs.

#### IT IS ORDERED THAT

#### Allocation/preliminary hearings

1 This Claim is allocated to the Small Claims Track and the parties are referred to Part 27 of the Civil Procedure Rules and the Practice Direction of that Part for guidance on how the hearing of the claim will be conducted.

The parties are encouraged always to try to settle the case by negotiation. The parties are encouraged to contact each other with a view to trying to settle the case or narrow the issues. The court must be informed immediately if the case is settled.

2 A Preliminary Hearing is required to enable the Court to consider the directions which need to be made in this case because it may be possible to dispose of the claim at such a hearing, it appearing from the papers that the Defendant may have no real prospect of success at a final hearing.

The Preliminary Hearing will take place on the first available date with a time estimate of 20 minutes. If a notice giving details of the time and place of the hearing is not enclosed with this Order, one will be sent to you shortly.

3 No later than 14 days before the Preliminary Hearing, the Claimant must send to the Court and to other party a witness statement containing the evidence relied upon to prove the claim and exhibiting copies of:

a) the original executed agreement with the Defendant;
b) a full statement of the Defendant's account;
c) the default notice;
d) the instrument(s) of assignment (redacted if necessary) that establish the Claimant's title to the debt;
e) the notice of assignment.

NOTES	
<ul> <li>If you do not attend the hearing the court may make an order in your • absence.</li> <li>If it is practical to do so and you and the other parties agree, the judge may decide to treat the preliminary hearing as the final hearing.</li> </ul>	Leaflets explaining more about what you should do and what happens when your case is allocated to the small claims track are available from the court office, <b>or online at</b> www.hmcourts- service.gov.uk/cms/infoabout.htm.

Please take note of the requirements of (a) to (g) above if you cannot provide the lawful documentation or are acting purely in the capacity of an agent (which has no standing in law) that you immediately cease and desists your invalid claims against me.

Any further contact must be made in writing and delivered by recorded delivery letter in nonwindowed envelope, addressed to, the man Harvinder with clearly marked physical return address, signed and identified by a living man for liability purposes.

Delete all records of any telephone or mobile phone numbers associated with this account. We wish to deal with this matter in writing and I **do not** give your organization permission to contact me by telephone, or by any other means. Should you do so, we must warn you that the calls could constitute 'harassment' and I may take action under Section 1 of the Protection from Harassment Act 1997 and the Administration of Justice Act 1970 S.40, which makes it a Criminal Offence for a creditor or a creditor's agent to make demands (for money), which are aimed at causing 'alarm, distress or humiliation', because of their frequency or manner.

Any further contact by DAVID JOHN BAILEY: Director of AMERICAN EXPRESS SERVICES EUROPE LIMITED, or any instructed third-party agent connected with shall be assumed as full acceptance of contract and commencement of fee schedule. [fee schedule enclosed is not conclusive and is subject to change with no prior notice. complete schedule available on request].

All accounts must be settled within 7 days of invoice date.

This document cannot be signed by a corporation or legal fiction and must be signed by a real party of interest, not an unauthorised third party.

This notice (or could form part of an affidavit) in no way constitutes a dispute nor controversy by the borrower.

# My Terms & Conditions:

- 1. Unless you can produce the documented evidence of valid credit agreement between us and AMERICAN EXPRESS SERVICES EUROPE LIMITED as required in this notice. No Documents = no contractual obligations and/or no liabilities.
- 2. If you willingly continue to pursue this alleged debt, knowing you cannot support or produce evidence of your claim you could be charged by counter-claim up to 3 times the amount of your original claim, plus any court costs incurred and compensation to me for the tort you have made against me.
- 3. Any further correspondence from you sent without requested documents will be treated as trespass and attempts at fraud & postal fraud.
- 4. Any effort on my part to deal with your vexatious claims will be charged at a rate of £150 per communication. £75 having to open and read your unfounded claims, this first reply is free, the rest will be charged at the rates herein. Any attendance at court or dealing with court procedures will be charged at a rate of £300 per hour. Please take careful note of these rates as my time is not free. "All are equal under the law".
- 5. Attempting to sell this account to another agency knowing it is in dispute will amount to fraud and deception. Now I have entered that condition into this notice sent special delivery on the date specified, which will now be evidenced in court showing you had previous knowledge that you have no case while claiming otherwise.
- 6. Any summary judgement made in my favour binds these terms herein.
- 7. Since it will be your conscious actions which will determine the agreement of these conditions, or an end to this invalid claim, all parts of this notice are hereby irrevocable.
- 8. Any and all unauthorized telephone calls received, to log, record, file and store and also trespassing on private property, without consent, by each agent/s, without a written consent from the lessee, the cost is £10,000 Great British Pounds each plus the cost above.
- 9. We will only accept communication via postal mail. No phone calls, no visits, no emails are accepted without prior consent and will be subject to the terms herein.

I suggest you read the T&C's carefully again. Any judge sitting in the future, should you be foolish enough to go ahead with an unfounded claim, take note of "clause 2" it is a contractual agreement born of your own actions, not verbal or signed agreement... Your actions will seal the contract, you can of course choose not to contract and confirm in writing you will balance out and return to zero any alleged outstanding amount and no longer be pursuing nor selling the alleged debt to any other third party, otherwise (take note of "Clause "5").

I will of course be filing these documents as court evidence if need to be.

In the absence of the required documents being sent as evidence of your claim: We have nothing further to say; We have no business and we have no contract and you have no claim.

Please take notice of my rates should you wish to continue this matter without evidence. Should you produce the evidence then of course my rates would not apply, I think most judges at any date in the future would say that is reasonable. So does my expectation to be compensated for my time should you lose.

Any further action without evidence from this date 1<sup>st</sup> April 2022 will constitute a binding contract based you knowingly and your willingness to make a claim without evidence in contravention of contact laws, property act laws and various other legal ramifications.

No one is forcing you into this contract and it will be completed and sealed by your own free will.

Any future action either by you DAVID JOHN BAILEY or one ACTING as your agent knowing full well the contents herein agrees for self, agent and principal to be in accord with my Terms & Conditions herein.

## Failure to respond will be deemed a dishonour of this NOTICE.

This document cannot be signed by a corporation or legal fiction and must be signed by a real party of interest, not an unauthorised third party.

without ill-will, vexation, or frivolity all rights reserved without Prejudice - without Recourse non-assumpsit

all mistakes accepted

witness: the father, son and Holy Ghost

By: Settlor

# Notice issued pursuant to section 10 of the DATA PROTECTION ACT 1998/2018 and GDPR 2018 ARTICLE 15

I write pursuant to my rights granted by Section 10 of the Data Protection Act 1998/GDPR 2018 article 15. I hereby give you notice that you must, within the time periods prescribed below, permanently cease, processing all personal data of which I am the data subject.

If you do not normally handle Data Protection notices for your organisation, please pass this notice to your Data Protection officer or another appropriate official. The meaning of this notice for the avoidance of doubt this notice requires you to do all of the following: (1) within 3 days of receipt of this letter to cease or not to begin to: (a) obtain; (b) record; or (c) hold, any personal data of which I am the data subject ("my personal data"); and (2) with immediate effect to cease or not to begin to carry out any operation or a series of operations involving my personal data including operations that would amount to the: (a) organisation, adapt ion or alteration; (b) retrieval, consultation or use; (c) disclosure by transmission, dissemination or otherwise making available; or (d) alignment or combination, of information or data. Grounds for notice my grounds for giving you this notice are: (a) the processing of my personal data by you is causing or is likely to cause substantial damage to me and any person residing with me; (b) the processing of my personal data by you is illegal as you do not have my consent. (c) the processing of my personal data is illegal as we do not have a contract. (d) the processing of my personal data is illegal as you have no legal obligation that applies to your organisation. (e) the processing of my personal data is illegal as it is not necessary for you to protect my vital interests. (f) in any case the damage and/or distress is unwarranted. no exemption from the provisions of section 10 of the DATA PROTECTION ACT 1998/2018 and GDPR 2018.

You are not excused compliance with this notice under the provisions of Section 10(2) of the Data Protection Act by virtue of the reasons set out below: (1) i have not given you my consent to process my personal data. (2) i am not a party to a contract with you. (3) you have no legal obligation with which you must comply and which would permit you to process my personal data. (4) no processing undertaken by you could be undertaken to protect my vital interests.

What you must do next in any event you must within 21 days of receiving this notice give me notice in writing stating: (1) you have complied with the provisions of this notice in full; or (2)(a) you have complied with the provisions of this notice in part, stating which parts; and (2)(b) as to the parts not so complied with, your reasons for not doing so, including evidence that you can substantiate. warning consequences of failure to comply with this notice should you fail to comply with the provisions of this notice.

I reserve absolutely the right to obtain without further reference to you a county court or High Court order to compel you to comply with this notice together with an order that you pay my associated legal costs in full and for me to make an application for damages associated with your unlawful processing of my personal data.

Please take notice that should you wish to continue with this UNLAWFUL action all outstanding monies are to be paid in full in cleared funds including any fees applicable for employee/agent attendance at this address a minimum of 7 days before any proposed appointment arrangements shall be entered into.

Are you DAVID JOHN BAILEY: Director of AMERICAN EXPRESS SERVICES EUROPE LIMITED a private forprofit company intending to commit a tort against me from a position of fraud? Any agreement you believe you have with me is void, Ab initio, in my favour. Are you now going to attempt further a further tort against me? This document cannot be signed by a corporation or legal fiction and must be signed by a real party of interest, not an unauthorised third party.

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all mistakes accepted

witness: the father, son and Holy Ghost

By: Settlor To all that it concerns

Notice to Agent is Notice to Principal And Notice to Principal is Notice to Agent Applies

Notice of Removal of Implied Right of Access

You are advised to read the following notice thoroughly and carefully. It is a lawful notice. It informs you. It means what it says. I hereby give notice that the implied right of access to the property known as 2 Newick Close, Bexley, Kent, DA5 1PZ and surrounding areas, has been removed, along with all associated property including, but not limited to, any private conveyance in respect of the following:

1) Any employee, principal, agent, third party or representative or any other person acting on behalf of or under the instruction of Her Majesty's court service, or any other corporate body (i.e. Company) howsoever named and,

2) Any police officer who is acting for the corporate police and not acting as a Constable for and on behalf of Her Majesty Queen Elizabeth II and her people as expressed in the Oath of Office of all police men and women, that is as Public Servants, upon your Oath of Office to serve "with fairness, integrity, diligence and impartiality, upholding fundamental human rights and according equal respect to all people; and that I will, to the best of my power, cause the peace to be kept and preserved and prevent all offences against people and property"

Common law jurisdiction applies exclusively.

Please also take notice that the land known as England is a Common Law jurisdiction and any transgression of this notice will be dealt with Private Prosecutions according to, and under, the Common Law.

Any and all access to the above-mentioned properties shall be by strict invitation only and shall be subject to terms and conditions, available by written request.

We do not have, and have never had, a contract. And any permission that you believe you may have from me is hereby withdrawn. If you believe that you have power of attorney to act on my behalf you are hereby fired, and any consent that you believe you may have, tacit or otherwise, is hereby withdrawn. If you feel so inclined as to enforce statutes as a consequence of this matter, I will report your conduct to ALL relevant bodies and will pursue Proof of Claim in affidavit form, under your full commercial liability and under the penalty of perjury.

You are deemed to have been served this notice with immediate effect.

Fee schedule (non-negotiable) to be settled in full within 7 days of invoice in Pounds Sterling.

Returning unacceptably marked correspondence	£500.00
Receiving/reading correspondence (acceptably marked)	£500.00
Any breach of implied rights of access removal notice	£5000.00
Any further direct threats of harm injury and loss	£100,000.00
Any breach of personal data	£100,000.00
Trespass against I man, my person or property (proper-to-me)	£1,000,000.00
Requirement of I a man's presence in connection with this matter	£100,000.00
Any unverified claim laid on I man	£1,000,000.00
Any non-pre-arranged callers in connection with this matter	£2000.00
Any decision/harm, injury or loss resulting in the detention of I man	£1,000,000.00