



Debt Validation Request

When sent an unfounded bill or claim of debt, where there is ***no contract***, it is not enough to rebut their claim; you need to go after them for ***compensation*** for their fraudulent claim.

To do this you need to gather your evidence and make them contract with you, and make them do all the work.

Once you have received a claim for payment, review the paperwork you have received and highlight the many errors within it.

This is referred to as ***“noting the discrepancies and omissions”***, or ***“forensic evidence analysis”***.

Step one

Debt Validation Notice

Send a ***debt validation notice***, questioning all the ***irregularities, discrepancies and omissions*** that need to be addressed, and give them 14 days to respond.

It is important to number each question in turn.

Note: if the debt is valid, you can send your ***negotiable instrument***, usually in the way of a ***promissory note***.

The one making the claim has to ***“perform”***, meaning they must answer ***all*** your questions directly.

With all ***time-sensitive*** letters and notices, you should give a clause that latches after the time limit has expired, such as the ***“matter is finalised”*** and the issue is now ***closed***.

If they fail to answer every question in turn to your satisfaction, or do not respond at all within the time limit you have given, then they have ***“failed to perform”***.

If they fail to respond and one of your conditions was the ***“matter is closed”***, then you are not required to do anything further.

However, you may be contacted again with another request for the same fraudulent claim.

Be sure to send your costs of administration or ***fee schedule*** with your first document, as this is what you will be claiming at the end.

Step two

Conditional Acceptance

A ***conditional acceptance*** should ***never*** be offered until you have all your evidence that ensures that your ***conditional acceptance*** will ***not*** be accepted.

After you have contacted the claimant with your ***notice of discrepancies and omissions*** and sent your ***debt validation notice***, you can move on to your ***conditional acceptance***.

The reason for this is you need to be seen to be in honour, and if the debt is proven to be fair, then you have no objection to paying it.

The ***conditional acceptance notice*** will offer to pay the debt as long as the ***conditions*** that you stipulate are met.

Within one of your conditions will be for the claimant to ***validate*** and ***verify*** the debt, by proving all written documentation you request.

This document will also be ***time-sensitive***, and you can offer them 30 days to reply to you with the proof you requested.

However, if the debt is indeed fraudulent, then the claimant will ***not*** be able to meet your conditions.

Step three

Notice of Fault and Opportunity to Cure

If they do not contact you within the 30 days you have given, or their reply did not address the ***conditions*** within your ***conditional acceptance notice***, then you send a ***Notice of Fault and Opportunity to Cure***.

You are now serving them notice that they are now in ***fault*** and you are giving them time, usually 14 days, to rectify the issue with a ***cure***.

If after the 14 days are up you have not received a cure, the claimant is now in default of this notice.

Note: the actual reason for this issue is no longer relevant, as a ***default*** has now occurred and you shall base your case on this.

Step four

Notice of Default and Estoppel

Because the claimant has ***failed to perform*** after three notices sent by you, they have now forfeited their right to continue demanding payment, and you can issue an ***estoppel*** to further demands.

Furthermore, because you have now served notice of their default and given them prior notice of your costs, you can include your ***invoice*** for the overall administration costs so far.

Therefore, the next step is to send your ***Notice of Default and Estoppel*** and enclose your ***invoice***, giving them 30 days to respond.

Your administrative costs must be reasonable, and if you keep it under the small claims court amount, usually £10,000 or less, the process to claim is simplified.

Note: if your country has **Data Subject Access Request** policies, then you may wish to make use of this, and then notify the **Information Commissioner's Office** of any failure to comply.

Step five

Notice of Intention to Sue

This is the last chance the claimant has in settling this dispute, with the only course of action being to **retract** their debt claim against you and pay your **invoice** for the full amount.

Before moving on to the last step, you send your **Notice of Intention to Sue**, which stipulates that the debt they are claiming against you is now **null and void**, but your **invoice** is **valid**.

Depending on your intentions, you can give them anywhere between 7 and 30 days to pay your **invoice**, with 14 days being the norm.

All correspondence so far has been conducted in your **private capacity** and should have been addressed in the **name** of the CEO of the **company** that initiated the original debt claim against you.

If they fail to reply within the time limit you have given, they have acquiesced with their non-response.

If they do not settle the matter and pay your invoice, then the next step would be the small claims court.

Step six

Small Claims Court

Submit all your paperwork, including any correspondence and associated envelopes, to the court.

You will be looking for a **summary judgement**, where the original debt claim made against you is quashed and your **invoice** is paid in full.