Notice

There are many different types and forms of notices, depending on the situation and the requirements of a certain remedy, and you have every right to draft your own style of Notice. However, it is prudent to use templates that have been proven to work, and are already recognised within the court system.

In simple terms, a notice is a warning that an order or action is coming. Also that it is a legal and lawful method of giving people an announcement, using respect and honour, of your intended actions against them.

It is always respectful to give people fair warning or notice of an action before you carryout said action. This is to allow them time to change their behaviour or retract their claim against you, which caused you to give them notice in the first place.

Note: This is what is referred to as due process.

There are three basic types of Notice, however to have any lawful and legal standing they all require the initiation of a 2nd party. You cannot issue a notice without due cause.

1. **Breach of Contract Notice:** This is the most common form of notice, and is used in response to a previously agreed upon and signed contract. For this form of notice to apply to you, there **MUST** be a contract that it is based upon; if not then it is fraudulent.
2. **Counter Claim Notice:** In response to an invalid claim made against you, you are well within your rights to send them a Notice of your intended actions. Again, for this form of notice to have any lawful and legal standing, someone **MUST** first make the claim against you, or they carried out an action that violated your rights.
3. **Open Notice:** An open notice is open to everyone and stipulates your intended actions if anyone should violate the notice given. An example would be a notice declaring your property private, placed above your door, stating by appointment only. The notice should also give the penalty for not abiding by the notice.

It must be highlighted that if a notice does not fall into one of these three types of notice, and there is no contract to support the notice, then the notice is fraudulent and criminal. The punishment for issuing such a fraudulent notice is usually five years imprisonment.

A written notice addressed to you MUST be signed; otherwise it is not a legal document.

So when you are on the receiving end of a notice, ask yourself, did you sign a contract beforehand, or did I violate someone’s rights? If not, then it is fraudulent.

Difference types of Notice

This is a legal term, and has very real implications if ignored. Although used throughout commerce and within written documentation, it also can be used upon a public sign and even verbally.

Using a notice above your door, stating that your property is private, and anyone wishing to engage requires an appointment, is a very real lawful and legal contract.

You can also give notice to people verbally, if they are about to embark on an illegal or unlawful action. This approach usually requires some form of recorded evidence or witness to back up in court, otherwise it is hearsay if the person you verbally gave notice to is without honour.

Do not ignore any document, sign or verbal instruction regarding the word notice, even if the notice seems bogus and fraudulent.

Failure to respond to any notice will leave you in default and in a very weak position to do anything about it.

Notice of Termination

This is perhaps the most common form of notice and is either presented by an employee or an employer that their contract of employment has been terminated. It is also referred to as a 'pink slip' or 'termination letter.'

An honourable length of time to give either party notification of termination is 14 days.

However this type of notice also refers to the formal notification of the end of a contract between two or more parties, and is not limited to just employment.

Advance Notice

Usually connected with a notice of termination, which is generally 14 days. Giving advanced notice offers a time period that extends beyond the 14 days and can be any length of time, although it usually is anywhere between 14 and 90 days.

A typical notice submitted within a dispute usually does not go beyond 30 days, although if it should exceed 30 days it can be considered Advance Notice.

Notice of Fault

Fault, as a legal term refers to a direct action and highlights the responsibility of any and all parties involved.

Within a lawful and legal Notice of Fault, the intent of the criminal action or violation is not usually detailed, only the action of the fault and who is responsible.

In simple terms this form of notice will highlight what the issue is and notify the person of their fault.

Notice of Default

This is quite common within the finance industry where a borrower has failed to make a payment on a loan and is now in default.

This type of notice is not limited to just loans, but refers to any type of contract.

To be in default there must have been a previous contract or agreement to begin with, and now someone has breached or ignored this contract, meaning they are now in a state of default.

Notice of Fault and Opportunity to Cure

This is very similar to a notice of fault; however you are also giving the person who is at fault the opportunity to cure.

The opportunity to cure could be reference to a clause that was previously agreed to within a contract.

If so, then the contract offers a provision that requires the dissatisfied client to give the other party the chance to fix any problems before terminating the contract or suing them. The opportunity to cure often means talking about the issues, so you can resolve the dispute and avoid a lawsuit.

Once a Notice of fault and opportunity to cure has been offered, you will require a response, usually within three days, agreeing to cure, or not. However, if after three days you have not received a reply, follow up by sending them a certificate of default.

Notice of DE-fault and Opportunity to Cure

Just like the Notice of Fault, you are offering the other party an opportunity to cure, but this time it's after a default.

This is quite an honourable thing to do, to give the other party an opportunity to cure after a default; however this technique can also be used to put pressure on someone so they relent before going to court.

You can also add this to your fee schedule.

Notice of Mistake

This notice can be used in a similar vein as a Notice of Fault, however whereas the Notice of Fault makes a direct claim, the Notice of Mistake does not.

A Notice of Mistake is used when you are not making a direct claim, but you believe a mistake has been made.

This can be used in two ways, first you are giving notice to someone who you believe has made a mistake, or in response to a claim that has been made against you, and you believe there must be some mistake.

For example: If someone sends you a notice to pay, yet you have no contract with them.

Notice to Withdraw

This is usually issued when one party wishes to withdraw from a prior contract, offer or agreement.

This is similar to Notice to Terminate, however the party sending out the termination notice may face a legal claim for compensation for ending the contract too soon.

Notice of Opportunity to Withdraw

When a contract is no longer beneficial or someone has issued you with a bogus claim, a Notice of Opportunity to Withdraw can be issued.

This is giving the receiving party of the notice an opportunity to withdraw from a contract or withdraw their claim.

Notice to Abate

Sometimes referred to as a Notice of Abatement. Abate means to make something less intense; to reduce or remove. Sending someone a Notice to Abate means for them to reduce their actions or behaviour as they are currently a nuisance.

However within finance and business, a notice of abatement is often used to decrease payments when a will is being executed as there are insufficient funds to pay in full.

Notice to Cease and Desist

Sometimes done in letter form, a cease and desist notice requests that an individual or 'company' stops a specified action and refrains from doing it in the future, with a threat of legal action if the recipient fails to comply. Said action would include suing them in court for damages.

Note: If done in letter form it does not carry as much weight in court as a full notice does.

If a prior contract exists before the action from the other party began, then a cease and desist mandate can be sent.

Notice of Deficiencies and Irregularities

When receiving documentation from an agency, company or person making an invalid claim against you, and you have thoroughly read every part of the document, also referencing every mistake, you can now send them a Notice of Deficiencies and Irregularities.

Here you will give them notice of what is deficient and irregular with their previous correspondence.

Within this notice you will give them the opportunity to either amend the deficiencies and irregularities or completely withdraw their claim.

Notice of Intent

A letter or notice of intent is a document declaring the initial promise of one party to do business with another. The letter or notice outlines the chief terms of a potential agreement and is commonly used in a business transaction.

This type of notice can be submitted to either an agent or head of a department indicating your intent if an issue is not suspended, revoked or dismissed; or to deny renewal of a contract or action of a claim.

A notice of intent can have both positive and negative connotations.

Notice of Intention to Sue

This type of notice is not usually issued right at the beginning of a dispute, but is usually submitted near the end and can be considered a final notice.

Once this notice of intention to sue has been served, it usually means that all other correspondence has failed to reach an amicable resolution and the next step shall be court action.

Notice of Non-Response

This can also be a Certificate of Non-Response, or a Notice of Fault in Dishonour. This notice is usually issued if the time limit has elapsed for rebuttal or acceptance thereof, or which was refused by non-response/non-performance.

Meaning a previous notice you issued has not been responded to.

This form of Notice of Non-Response is only required if you are working your remedy towards further actions and monetary compensation.

However, if you put a clause in your notice that non-response acts as acceptance, then usually you would consider the matter concluded.

Notary Certificate of Dishonour and Non-response

When constructing your remedy you will conduct your paperwork in private, but there may be a time to go public, especially when you’re about to use your affidavit.

You may wish to get your Notice of Non-Response on the courts records, to do this you would get your notice notarised by the Notary Public, who would in turn send the recipient a certificate of dishonour and non-response.

Notice of Irrevocable Estoppel by Acquiescence

Sometimes just a Notice of Irrevocable Estoppel is used; it is from Common Law doctrine of estoppel by acquiescence and latches.

This is applied when one party gives legal notice to a second party of a fact or claim, and the second party fails to challenge or refute that claim within a reasonable time, usually 30 days.

The second party is said to have acquiesced to the claim, and is estopped from later challenging it, or making a counterclaim.

Meaning you have won by default, and not only have they lost, but they cannot make any further claims against you.

Notice of Liability

The definition of liability means the state of being legally responsible for something.

This notice is issued when your remedy has determined all the evidence and facts, and you are ready to put all this truth on the public record via your affidavit.

In other words you are preparing for court, and you are now giving the person notice to say that they are liable for their actions, and time has almost run out for them.

Notice of Potential Liability

This is very similar to Notice of liability, but without the direct statement that they are liable. This gives them notice that what they have done, or about to do, may cause them to potentially be liable.

Notice of Claim

When all other avenues have been exhausted, and all notices have been issued and are either non-rebutted or defaulted upon, you can now issue them with a Notice of Claim.

This will include your full fee schedule, any costs incurred and your compensation.

Notice of Conditional Acceptance

Sometimes referred to as qualified acceptance, a Notice of Conditional Acceptance is when a person to whom an offer has been made tells the offeror that they are willing to agree to the offer, provided that some changes are made within the terms or that some conditions are met or an event occurs.

This type of acceptance operates as a counteroffer.

A counteroffer must be accepted by the original offeror before a contract can be established between the parties.

Notice of Distress

Distress is a Common Law self-help remedy originating in medieval times, and was originally used when tenants stopped paying rent, putting the landlord under distress.

Today a Notice of Distress is the consequence of usually, but not always, a lengthy period in which someone has failed to meet liabilities on time, or a person has failed their obligation or oath, causing you harm and distress.

As a result, the distressed party is now seeking compensation through the court process and may make use of a third-party debt recovery agency.

Public Notice

When dealing with your remedy, it's in the private, which may be enough if the other party relents, however you may be required to go public.

Originally a Public Notice would be physically nailed to the town's notice board for all to see. Doing so meant the party you had a dispute with cannot claim that you did not give them notice.

Eventually going public with your notice also meant filing it with the courthouse, who would in turn distribute your notice to all other courthouses.

Publishing a public notice with the local newspaper also makes the notice public.

Serving Notice

Process servers are officers of the court who have sworn an oath to serve your documentation to the party you have a dispute with.

Once they have served your papers to the recipient, they make a record of said action, which is now filed with the court. It is logged within a ledger, and you will receive a docket to the inscription within the ledger.

However there usually is a cost involved, and it may not be absolutely necessary to serve every notice this way, another way is to get an independent witness.

One way is to have a witness to sign your notice. This is proof that someone has witnessed you signing the notice and to let the recipient know this.

You can also ask if your witness will observe you serve the notice, and make a statement using a sworn declaration of truth.

Debt Validation Notice

Once your paperwork has been processed and you have been granted a summary judgement, the court will give you a Debt Validation Notice or Letter. This is to confirm the debt you are claiming is valid and supported by the courts.

You can now serve notice of debt validation to the recipient of your case, and notify them that the debt is now due.

Time Periods

The shortest period to respond to a Notice is usually 72 hours, although this is considered dishonourable and can be frowned upon by a jury, if it is your first Notice.

Other time periods can be offered, such as 30 days, 28 days, 21 days, 14 days and 7 days.

If the first notice is 30 days, then the second notice can be 14 days, and the third and final notice 7 days.

Notice of Interest usually gives 21 days to get back to you.

Incorrect Notices

Don't make references to acts, statues, bills etc. in your notice, or make references to other people's claims or documents.

An act or another person's document does not have your signature on it. Plus if you use an act within your notice, and then said act is changed or superseded by the government, your notice has just lost its power.

If you wish to make someone aware of information provided by a 3rd party, send a separate Notice of Interest.

Do not use emotion or gossip in any notices and do not use hearsay, only facts.