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August, 15th 2015

Ref: RLA/ACT/K-01

Defendant's Name

164 Pye Nest Road, Sowerby Bridge,
London. SW1 7P

Subject : Legal Notice

This is in furtherance of execution of unqualified Lease dated 07/10/14 due to legal lacuna which render the all legal process and the conveyance article void and void ab initio. That the said lease document dated 07/10/14 failed to express the intention of the **ABC Limited** and is not qualified under the recognised law of "Meeting of the two Minds" which is the basic rule of the application for offer/acceptance developing into an agreement or lease. That said document failed to express the exact term of the lease, which as per the Meeting of the Mind was established as 10 Years and is evident from the documented substantial electronic correspondence, instead the said lease document (including all clauses and terms) is drafted on the base of 15 years of term which significantly effect the all clauses and terms as reflecting the said period and render the whole execution of deed as void, as it significantly imbalance the position of **Your Name Here** in this agreement and is regarded as unfair as per present legislation. This effect the full business structure including relevant taxes, planning and prospective business plan/costs. This question of both fact and law is endorsed in **Henkel v Pape** (1870) LR 6 Ex 7, and in case of *Household Fire and Carriage Accident Insurance Co Ltd v Grant* (1879) 4 Ex D 216, famous obiter dictum was established which is a settled law wherein, Thesiger LJ said ;

“Now, whatever in abstract discussion may be said as to the legal notion of its being necessary, in order to the effecting of a valid and binding contract, that the minds of the parties should be brought together at one and the same moment, that notion is practically the foundation of English law upon the subject of the formation of contracts.....”

That the above non expression of Meeting of Minds in the lease dated 07/10/14 legally requires a new lease draft based on the 10 years periodicity reflecting on all the concern terms/clauses, and also a new execution (as per the Unfair Terms Legislation) to reflect the above business factors and individual negation of all the terms to fulfill the requirement of **Unfair Contract Terms Act, 1977** and **Unfair Contract Consumer Terms Regulation 1999**, otherwise even the new lease will be render void **u/s. 5 of the UCCTR, 1999** ;

“A contractual term which has not been individually negotiated shall be regarded as unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer”. This has been endorsed as per the current circumstance in **Director General of Fair Trading v First National Bank plc [2001] UKHL 52**

That on base of above facts and settled law ;

1. That the Contract Dated 07/10/14 Is hereby rescind.
2. That a separate claim notice will be served for damages if there any.
3. That deposit be payed back to execute the rescission legally and proceed for a fresh agreement to legally execute the rescission.

In the understanding that above will be sufficient to convince you without filing any claim before the court which as per law and facts is quite evident. You are advised to pay back the deposit within 7 Days of this notice and proceed for the new agreement as per the above contentions.

We always welcome settlement of disputes in alternate proceedings, so that courts valuable time should be saved, therefore, feel free to contact us within 7 days.

Needless to add all the proceedings will be initiated as per your act/consequences, which are secured under the United Kingdom Law. And any expense made by the RLA/ **Your Name Here** in the legal proceedings will also be recovered from you.

This is for your information, record and necessary further action.

Very Truly Yours,

Prof. Dr. Zaki E.

Phd-Law

LLM

Head, Litigation and Advice, Right Legal Advice,

For and Behalf of **Your Name Here**.