LETTER BEFORE ACTION TO AN INDIVIDUAL

(INCLUDING SOLE TRADERS )

DEBT CLAIM – PRE-ACTION PROTOCOL

Please note you will need to remove/amend all highlighted text in this document.

Please note that the person or business claiming the debt is the Creditor (I/we/us) and the person (including sole trader) that owes you the money is the Debtor (you).

You need to complete all areas in brackets [ ].

Carefully consider items marked with an asterisk (\*) and delete it if not relevant to your circumstances. Do this before posting the letter to the Debtor.

Click on the link below to print the Protocol. Attach the Protocol (with Annex 1 and 2) to your letter:

<https://www.justice.gov.uk/courts/procedure-rules/civil/pdf/protocols/pre-action-protocol-for-debt-claims.pdf>

**THIS IS FOR USE WHEN THE DEBTOR IS AN INDIVIDUAL, INCLUDING SOLE TRADERS**

«Name»

«AddressLine1»

«AddressLine2»

«AddressLine3»

«PostCode»

Date: «Date»

**AND BY EMAIL:** [individual/sole trader email address]

**PRE-ACTION PROTOCOL LETTER BEFORE CLAIM**

**Letter before action to an individual or sole trader (England and Wales)**

Dear Sir or Madam,

**Our Claim: Breach of contract for failure to pay our invoices in the sum of £[amount]**

1. Within this letter it is our intention to set out the scope and nature of our claim against you and so you should regard this letter as being a claimant’s Letter before Claim as required by the Pre-Action Protocol for Debt Claims (the **Protocol**). In particular, we refer you to paragraph 7 of [the Protocol](https://www.justice.gov.uk/courts/procedure-rules/civil/pdf/protocols/debt-pap.pdf) and paragraphs 13 to 16 of [the Practice Direction – Pre-Action Conduct and Protocols](https://www.justice.gov.uk/courts/procedure-rules/civil/rules/pd_pre-action_conduct) concerning the Court’s powers to impose sanctions for failing to comply with its provisions.
2. In the circumstances we request that you acknowledge receipt of this letter within 7 days of receiving it and that you provide us with a substantive response (i.e. your Letter of Response) and/or the completed Reply Form, Financial Statement Form (here’s the link to these documents <https://www.justice.gov.uk/courts/procedure-rules/civil/pdf/protocols/debt-pap.pdf>) and the documentation requested below within 30 days of the date of this letter.
3. If you believe you will not be able to provide a substantive response by then, please inform us of this when you acknowledge receipt of this letter and, at the same time, please inform us of the reason why you require more time and stipulate the date by which you will provide a Letter of Response.

**Background**

1. You instructed us on [date] to [describe goods or services e.g. to provide bookkeeping services].
2. **\*Delete this section if not applicable\*** We sent you a copy of our Terms and Conditions of Business on [date] and you returned a signed copy dated [date] to confirm acceptance of them **OR** you continued to instruct us thereafter and by doing so confirmed acceptance of our terms.
3. We provided the [goods] **OR** [services] **OR** [goods and services] referred to above and raised an invoice dated [date] **OR** [number of invoices] between [date] and [date] for the same ([a copy of which is] **OR** [copies of which are] enclosed for ease).

**Breach of Contract**

1. At the time of writing you have failed to pay the sum of £[amount (value of debt only)] inclusive of VAT, which was due for payment by [date stated on invoice or as per standard terms].

**Relevant Documents**

1. We enclose a copy and/or links to the following documents that are relevant to this matter:
	1. **\*Delete if not applicable\*** Our Terms and Conditions of Business;
	2. Copy of the invoice[s] referred to at paragraph 6 above;
	3. **\*Delete if not applicable\*** A statement of account dated [date];
	4. [Information Sheet;](https://www.justice.gov.uk/courts/procedure-rules/civil/pdf/protocols/debt-pap.pdf)
	5. [Reply Form; and](https://www.justice.gov.uk/courts/procedure-rules/civil/pdf/protocols/debt-pap.pdf)
	6. [Financial Statement](https://www.justice.gov.uk/courts/procedure-rules/civil/pdf/protocols/debt-pap.pdf).

**Documents Requested from the Debtor**

1. Please provide to us within 30 days copies of the following documents, together with:
	1. Completed [Reply Form](https://www.justice.gov.uk/courts/procedure-rules/civil/pdf/protocols/debt-pap.pdf);
	2. Completed [Financial Statement](https://www.justice.gov.uk/courts/procedure-rules/civil/pdf/protocols/debt-pap.pdf); and
	3. Any document you consider relevant to this dispute.
2. The documents referenced above are not purported to be an exhaustive list of documents relevant to this matter. Please confirm that you will take proper and appropriate steps to ensure no relevant documents, including electronic documents that are in your control are altered, lost, destroyed or disposed of.

**Payment of the Debt**

1. The sum outstanding can be paid to the following bank account details:

Account Name: [ ]

Bank: [ ]

Sort Code: [ ]

Account Number: [ ]

1. You may contact us on the details at the bottom of this letter to discuss payment. You should note that free independent legal advice and assistance can be obtained from the organisations listed in the [Information Sheet](https://www.justice.gov.uk/courts/procedure-rules/civil/pdf/protocols/debt-pap.pdf).

**Alternative Dispute Resolution**

1. Pursuant to the Civil Procedure Rules we are open to considering forms of Alternative Dispute Resolution with you. You are invited to consider the same and put forward your proposals to settle this dispute within the above stipulated period. However, we are confident in our claim against you and we are prepared to progress the matter to conclusion if required.

**Summary and Next Steps**

1. We have a claim against you in the sum of £[amount (value of debt only)]**.** Should proceedings be issued, we will also seek interest on the outstanding sum (at the date of writing this amounts to £[Amount of interest], and continuing at a daily rate of £[amount]), the Court issue feeand our costs as the Court may allow.
2. We require payment of £[amount] by no later than [30 days from date of letter].
3. Ignoring this letter may result in the issue of legal proceedings against you without further notice and may increase your liability for costs.
4. If you are unsure as to your position we suggest you seek independent legal advice.

Yours faithfully

[Signature]

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