

NOTICE OF FORMAL COMPLAINT

Respondent:

Jason Yetton
Group Executive Westpac Retail and Business Banking of
Alleged WESTPAC BANKING CORPORATION
ACN: 33 007 457 141
275 Kent Street Sydney, 2000
New South Wales Australia
Fax: 02 8253 4128

Proponent:

Date: Twenty Seventh day of, September 2013
RE: Adequate Assurance of Debt
Service: Email: online@westpac.com.au

With reference to payment demanded by Respondent for credit card ending 2461, this matter cannot be addressed until it is determined whether an overall debt is owed by Proponent.

This *Notice of Formal Complaint* demands Respondent verifies the existence of an overall debt position. Where no debt is substantiated, signature by either party will not validate any alleged contract. The reliant statement of fact is **false**. Any alleged contract is void and unenforceable.

STATEMENT OF FACTS:

1. On 9th September 2013, Proponent received a letter dated 30th August 2013 from Respondent.
2. Proponent does not know Respondent and did not give Respondent permission to communicate with Proponent in writing or otherwise.
3. Respondent's letter said;
 - a. the limit on an "Altitude Card ending in 2461 has been exceeded"
 - b. to check the "account by logging onto Online Banking at www.westpac.com.au"
4. Respondent's letter was the first time Proponent became aware of a credit card ending 2461. For the removal of any and all doubt;
 - a. Proponent never applied for the alleged credit card;
 - b. Proponent never received the alleged credit card;
 - c. Proponent never used the alleged credit card;
5. As at the date of this *Notice*, Proponent can find no evidence of any such credit card or altitude account being listed anywhere, online or otherwise.

ADEQUATE ASSURANCE:

6. Adequate assurance is demanded from Respondent as follows:
 - a. Provide proof of claim Proponent's application and or any other offering by Proponent including but not limited to credit card application forms,

hereinafter 'Application', did not represent a promissory note, valuable consideration, or convertible for something of value, and;

- b. Exhibit all original bookkeeping entries, according to matching principles or double-entry bookkeeping standards to demonstrate Proponent's Application was not a receivable or an asset transferred from Proponent to Respondent, or authorisation for such transfer, according to Generally Accepted Accounting Principles, and;
- c. Exhibit each and every original unaltered instruments, including but not limited to credit card applications/credit card purchase receipts and, bearing wet ink signatures, and;
- d. Provide a sworn affidavit declaring Application was not forged, and;
- e. Provide a sworn affidavit declaring Application and any credit card purchase receipts were not monetized.

SUFFICIENT VERIFIED RESPONSE:

7. Owing to the seriousness of the matter, only a response that meets the following criteria qualifies as a Sufficient Verified Response. Response must:
 - a. be in the form of a sworn affidavit, verified and/or affirmed by a signature of the Respondent thereof;
 - b. exhibit written delegation of authority signed by the Respondent if response is by another;
 - c. use words defined within common dictionaries (e.g. Webster's or Oxford).
8. No correspondence will be entered into by telephone or in person.

DEFAULT:

9. In the absence of a Sufficient Verified Response within ten (10) calendar days from the date of recorded delivery providing Adequate Assurance, it is agreed:
 - a. Respondent's demands for an alleged debt constitutes a false claim, and;
 - b. No debt position exists, and;
 - c. Proponent does not owe Respondent anything.
10. Thereafter, terms & conditions will be supplied should Respondent wish to contract with Proponent.

Take due notice and be governed accordingly.

Without Prejudice [REDACTED]

As per UCC 1-308

**NOTICE TO THE PRINCIPLE IS NOTICE TO THE AGENT
AND NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPLE**