

**BETWEEN:**

**RTA (Business Consultants) Limited**

(Claimant)

**And**

**?????????????**

(Defendant)

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**DEFENCE**

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1. The defendant denies that he is liable to the claimant either as alleged in the particulars of claim, or at all. Save where otherwise admitted, each and every allegation in the particulars of claim are denied.

2. Paragraph 1 of the particulars of claim are admitted in part.

The Agreement was between RTA and ??????? (which is a Limited corporation), and signed by ??????????. In signing the Agreement, the defendant paid an 'upfront' fee for the valuation and marketing services of the Claimant of £?,???

3. Paragraph 2 is denied.

The Agreement was rescinded in writing 2 days later.

Therefore the claimant is not entitled to the sums claimed.

In addition, the claimant and their agent misrepresented the contract and the services, the agent was professionally negligent, the Agreement lacks consideration and is ambiguous and unfair and breaches statutory regulations.

4. Paragraphs 3 & 4 are denied.

The Claimant seeks to rely on a clause which is penal in nature. The Claimant seeks £?,???? due to non-payment of a smaller sum of £???

5. Paragraphs 5 & 6 are denied.

As noted above, the Agreement was rescinded due to misrepresentations and negligence.

6. It is denied that the claimant is entitled to the amounts claimed or any interest on such amounts or any amounts at all.

**PARTICULARS OF NEGLIGENCE & MISREPRESENTATION**

7. The Claimant's offered a professional valuation service which is documented in writing and will be produced as evidence at trial. The claimant instructed their Agent to undertake the valuation. The Agent was not knowledgeable or skilled in this area and incorrectly valued the business. In an effort to dismiss the defendants claim that the Valuer was negligent, the Claimant later denied that they offered valuations even though it is a well documented fact. Internal documentation of the Claimant's will be submitted at trial which shows that the Claimant fraudulently misrepresented this service knowing that their Agent was unable to properly value the business and showing reckless disregard to the truth.

8. The Claimant offered 'an extensive international marketing campaign' but did not undertake it.

9. The Claimant's disregard for the provision of a professional service has contributed significantly to their inability to offer and viewings which has resulted in the failure of the Defendants business to sell.

#### **COUNTERCLAIM**

10. Paragraphs 1 to 6 of the Defence herein are repeated.
11. As a result of the aforesaid matters the Defendant has suffered loss and damage.
12. Furthermore the Defendant claims interest on the damages, under section 69 of the County Courts Act 1984, at such rates and over such period as the Court deems just.

#### **AND the Defendant Counterclaims,**

13. Losses of £?,???
14. Damages
15. Interest to be assessed

#### **STATEMENT OF TRUTH**

*We believe that the facts stated in this defence are true.*

Signed ..... ????????????? (defendant)

Dated .....