

**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The Agreement was rescinded in writing 2 days later.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As noted above, the Agreement was rescinded due to misrepresentations and negligence.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.

**STATEMENT OF TRUTH**

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

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

Dated .....