

c/o number thirteen independent street anywhere  
shire,  
[post-code in lower case and square brackets]

## Lawful Notice and Offer to Contract

This notice is written in plain English with no recourse to private dictionaries

Notice to Agents is Notice to Principals and Successors

Notice to Principals is Notice to Agents and Successors

To:

John Doe (or Jane Doe), doing business as Chief Education Welfare Officer (hereafter "you/your")

### Notice upon Permission Required at Law and to Restrict Data Processing under UK GDPR

We are led to believe that the council education department is interested in how we are educating our son/daughter. We appreciate that this is the result of policy change as required of the council by virtue of the Children's Wellbeing and Schools Act 2025. While we recognise that you may have contractual obligations and statutory duties, may we respectfully remind you that we are not contractually obligated or bound by statute in the same way or at all. Our permission is required at Law and our explicit consent is required pursuant UK GDPR. We do not give our permission for you to engage with us in person nor our consent for you to access, process, store, or share our personal data.

May we refer you to the ruling in **Entick v Carrington [1765]** in which it was held that: "no man shall step on my ground without my licence". This established the principle that government requires permission (referred to as 'licence') of a private man or woman in order to have legitimate authority so as not to be a trespasser.

We also write **to put you on notice that we object pursuant our right under article 21(1) UK GDPR** to you accessing, processing, storing, and sharing our data without explicit consent or evidenced lawful basis.

You are therefore commanded to cease and desist using our personal data and to restrict its processing according to **article 18 UK GDPR** and data minimisation principles to strictly answering our questions unless and until you provide to our satisfaction, and via duly disclosed Legitimate Interest Assessment, compelling legitimate grounds for any processing which overrides our interests, rights, and freedoms.

### Notice upon Conditional Acceptance of Government Authority

However, for the elimination of all doubt about our good faith, and strictly subject to you being able to show valid lawful basis to use our personal data without our explicit consent, we hereby put you on notice that we are prepared to do business with you and assist you in fulfilling your statutory obligations, upon receiving, within one calendar month of today's date, detailed and satisfactory answers to our questions set out below, that are fully compliant with the fairness, lawfulness and transparency requirements of Article 5(1)(a) GDPR and section 2(1)(a) Data Protection Act 2018, and that demonstrate your own good faith and respect for our true position and standing at Law.

Question #1 – Do you recognise and accept our implied inherent and unalienable (i.e., cannot be taken away) natural freedoms as living souls, such as the unencumbered freedom and entitlement to:

- privacy and confidentiality, free from unwarranted invasion?
- live in peace and be left alone when law abiding?
- own and hold property, lawfully without trespass?
- have beliefs of one's choosing?
- security from abuse, persecution, and tyranny?

- the presumption of innocence under Natural Law

Question #2 - Do you recognise and accept our express rights under the International Covenant on Civil and Political Rights 1966, specifically:

Part I Article 1 – our right to self-determination

Part III Article 17 – “no one shall be subjected to arbitrary or unlawful interference with their privacy, family, home or correspondence...”

Part III Article 18 –

1. “Everyone shall have the right to freedom of thought, conscience and religion...”

2. “No one shall be subject to coercion which would impair his freedom to have or adopt a religion or belief of his choice...”

Part III Article 19 –

1. Everyone shall have the right to hold opinions without interference...”

Part III Article 23 –

1. “The family is the natural and fundamental group unit of society and is entitled to protection by society and the state.”

Question #3 – Do you recognise and accept our human rights as codified in the European Convention of Human Rights Articles 8 and 9 and Human Rights Act 1998 Articles 8 and 9

**Article 8 - Right to respect for private and family life?  
Article 9 - Freedom of thought, conscience, and religion?**

Question #4 - Do you recognise and accept the relevance of our son/daughter’s rights under the United Nations Convention on the Rights of a Child 1989, specifically:

- Article 3 – the right to have their best interests as a top priority
- Article 5 – the right to have parental rights respected with regard to what is best for them and to be able and free to guide them accordingly until they are mature enough to make their own choices
- Article 8 – the right to protection of identity
- Article 9 (*only where school attendance is being insisted upon*) – the right not to be separated from parents or caregivers against their will
- Article 12 – the right to have their views, feelings and wishes respected and taken seriously on all matters
- Article 13 – the right to freedom of expression
- Article 14 – the right to freedom of thought, belief, and religion
- Article 15 – the right to freedom of association to meet other children, join and be part of groups and organisations (such as home-educating community hubs)
- Article 16:

“Every child has the right to privacy. The law should protect the child’s private, family and home life, including protecting children from unlawful attacks that harm their reputation”.

- Article 29 – the right to an education that develops their personality, talents and abilities to the full;
- Article 31 – the right to relax and play and take part in a wide range of cultural and artistic activities;
- Article 42 – the right to know their rights;

Question #5 – Do you recognise your statutory duty to comply with section 6 Human Rights Act 1998 and that it is unlawful under this provision for you to interfere with or contravene any of our European Convention Rights Act or Human Rights Act rights?

Question #6 – Do you recognise and accept our free will choice in the matter of whether we comply with your demands or requirements to justify our decisions and submit detailed reports on our son/daughter's home-based learning?

If your answer to Question #6 is no, how is this not **criminal exploitation** according to **Modern Slavery Act 2015 section 1 as defined in section 3(5)**: "when a person is subjected to force, threats or deception designed to induce him to provide a service of any kind"? Upon what lawful basis would you defend such accusation of criminal exploitation? (See our conditional offer to contract below if your answer is yes that you are offering us a choice).

Question #7 – Do you recognise and accept the relevance of the North Carolina Superior Court ruling in *Cruden v Neale* [**2 N.C. 338 (1796) 2 S.E. 70**] "that every man is independent of all laws except those prescribed by nature and those man-made laws to which he has consented"?

Question #8 – Are you claiming lawful authority over our son/daughter that supersedes our inherent and unalienable natural freedoms as well as our statutory rights? If so, upon what lawful basis?

Question #9 – Are you claiming proprietary interest in our son/daughter? If so, precisely which proprietary interest(s) and upon what lawful basis?

Question #10 – What lawful basis under General Data Protection Regulation Article 6(1) and the six data protection principles as set out in Data Protection Act 2018 sections 35-40 are you relying upon to access, process, store and share our personal data without our explicit consent?

Question #11 – Do you recognise and accept the relevance and application of the decision in **Vidal-Hall v Google Inc [2015] EWCA Civ 311** – in which it was held that data misuse alone can give rise to a claim for damages.

Question #12 – Do you recognise and accept the relevance and application of the decision in **DPP v Broomfield [2002] EWHC 1969** that there is no obligation to fill in forms without prior contract?

Question #13 - Do you recognise and accept the relevance and application of the US Supreme Court ruling in **Clearfield Trust Co. v. United States 318 U.S. 363-371 1942**, namely that government is essentially a corporate entity engaging in commerce and that an agent governmental corporation requires a contract in commerce with a person in order to be able to compel that person in equity to take specific actions under that contract or to penalise them for non-fulfilment of their obligations under such contract?

Question #14 – Do you recognise and accept that we have an entrenched personal conviction that home education is our unqualified and unalienable lawful right and that any unwarranted, unreasonable, and disproportionate interference with that right and our exercise of it would potentially involve the following statutory offences and common law crimes, including but not limited to:

- Direct and/or indirect discrimination under Equality Act 2010
- Harassment under Protection from Harassment Act 1997
- Annoying or anxiety-inducing communication under Communications Act 2003
- Threatening communication under Malicious Communications Act 1988?
- Criminal exploitation under Modern Slavery Act 2015
- Fraud Act 2006 misrepresentation (s2), non-disclosure (s3) and abuse of authority (s4)
- Human rights violations under European Convention of Human Rights and Human Rights Act 1998 (see above for details)
- Contravention of International Conventions (see above for details)
- Misconduct in public office
- Assault

- Trespass
- Malicious prosecution

### **Notice upon Conditional Offer to Contract Without Prejudice**

Pending the receipt of your replies to the above questions and your providing to our satisfaction evidence of your good faith in this matter, and in order to remain in honour and to find solutions that promote peace and harmony, we shall nevertheless be willing to contract with you, while reserving all our unalienable rights, upon strict satisfaction of all of the following conditions:

(a) That you provide reliable evidence of first-hand knowledge of our son/daughter and of any special educational requirements or needs that he/she may have;

(b) That you are capable of defining to our satisfaction and for the removal of all ambiguity precisely what you mean by "education";

(c) That you are capable of defining to our satisfaction and for the removal of all ambiguity precisely what you mean by "suitable";

(d) That you establish via documented evidence and independent personal testimonies and to our satisfaction your ability, capacity, and relevant qualifications, as well as those of your designated agents, to decide what is a "suitable education" in general and specifically for our son/daughter;

(e) That you recognise and accept that standard national curriculum aligned schooling is essentially 'academic' in nature, and that one of the Oxford English dictionary definitions of 'academic' is: "of no practical use or value";

(f) That you recognise and accept that the Latin root of the word 'education' (e=out (of) ducare=draw i.e., draw out (of)) means that education is about allowing our sons and daughters to grow as individuals, expressing and developing their innate gifts, talents and passions, not inputting academic data simply for memorising and testing or regurgitating at a later date;

(g) That you recognise and accept that people in general, and children in particular, learn best and thrive when they are free of stress and coercion and unwarranted third-party surveillance, able to make voluntary, autonomous choices in what, how, and when they learn, and at what pace;

(h) That you recognise and accept that, ultimately, all learning is self-learning, and that the most effective education is self-education, inspired and freely chosen by the individual themselves;

(i) That you are prepared to accept and hereby agree to pay invoices to be forwarded to you in respect of our reasonable expenses for the legal administration of our son/daughter's lawful self-education at home as per the fee schedule notice itemised below:

### **Fee Schedule Notice**

1. Filling out forms @ £1,000.00 (One thousand GBP) per completed page
2. Taking phone calls, answering emails/texts etc., @ £1,000.00 (One thousand GBP) per communication
3. Accepting pre-arranged personal visits @ £5,000.00 (Five thousand GBP) per visit
4. Unauthorised visits in trespass/dishonour @ £10,000.00 (Ten thousand GBP) per visit

By:

*autograph* (first name-middle name): living wo/man

Per pro First Name Middle Name Last Name

Principal Beneficiary/Data Controller

*(Lawful person's name)*

Per pro First Name Middle Name LAST NAME

Ens legis

*(Legal person/estate name)*

All Unalienable Rights Reserved

Errors and omissions excepted