

## **Private & Confidential**

19 May 2020

Ritchie Okesene c/- PR Grand 4/222-228 Coward Street Mascot NSW 2020 rhokesene@icloud.com & ritchieokesene@prgrand.com.au

By Email

Dear Ritchie,

## **OUTSTANDING LOANS - TIM ROBINS**

- 1. We act for Tim Robins.
- 2. We are instructed by our client as follows:
  - (a) between 15 May 2019 and 21 September 2019, our client advanced to you three separate amounts totalling A\$50,000 plus and additional sum of Rp100,000,000 (2019 Advances);
  - (b) from 18 January 2020 to 20 January 2020, you stayed at our client's accommodation in Bali, known as Villa Vedas. It was agreed that the fee for your stay at Villa Vedas would be A\$1,700 (Room Rate). During your stay at Villa Vedas, you incurred additional room charges in the form food and beverage plus staff tips in the sum of Rp35,857,123 (Room Account);
  - (c) by a series of text messages between you and our client from 20 January 2020 to 25 January 2020, you agreed and acknowledged that:
    - (i) the 2019 Advances were due and payable and that you were liable to pay interest on the 2019 Advances at a fixed rate of 10% (being A\$5,000 and Rp10,000,000);
    - (ii) you were liable for the Room Rate and the Room Account; and
    - (iii) you were liable to pay our client the total of the 2019 Advances, Interest, the Room Rate and the Room Account (which after converting the Rp to AUD) totalling A\$72,437 (January Balance).
  - (d) on 2 March 2020, at your request, our client loaned you an additional €3,500 (plus a transfer fee of €23.29) (March Advance).
  - (e) despite demand, including our clients email to you dated 15 May 2020, you have failed to repay the January Balance and the March Advance.

- 3. The 2019 Advances (including the Interest) as well as the 2020 Advance, constitute loans for which are repayable on demand. Our client has previously demanded repayment of these sums and therefore these amounts are currently due and payable, however to the extent that a formal demand for payment has not been made, please treat this letter a formal demand for repayment of the 2019 Advances (including the Interest) as well as the 2020 Advance.
- 4. Insofar as the Room Rates and the Room Account are concerned, these constitute fees which you incurred when you stayed at the Villa Vedas. These sums were immediately due and payable upon departure and are now overdue.
- 5. For these reasons, we are instructed to demand that you pay our client the sum of AUD\$78,331.53 (we have converted the March Advance for your convenience) by no later than 5.00pm, Wednesday, 27 May 2020, failing which, we are instructed to commence proceedings against you in the New South Wales Local Court for the recovery of the same, plus costs, without further notice to you.
- 6. If you have any questions, we recommend you seek independent legal advice.

Yours sincerely

Mason Ledger

**Tim Kennedy** 

Partner Mason Ledger

cc: Client.