

Dear Mr. Wagumba,

I write to you formally regarding the continued non-payment for professional services rendered and duly delivered to you following instructions issued by you via WhatsApp.

The outstanding amount currently stands at **Kenya Shillings Eighteen Thousand (KES 18,000)**, broken down as follows:

- KES 12,000 – Dissertation work completed and submitted
- KES 5,000 – Thesis rewrite completed and submitted
- KES 3,000 – Final agreed payable balance

While the actual professional value of the work delivered exceeds this figure when assessed on standard rates, I have confined my claim strictly to the **mutually agreed payable sum**.

Good-Faith Settlement Position

As earlier discussed, and **strictly without prejudice**, I am prepared—as a **final act of good faith**—to accept payment of **KES 3,000 on or before 5th January** in full and final settlement **only if payment is made within that timeline**.

Please note that this concession is conditional and time-bound.

Failure to remit the KES 3,000 by 5th January will automatically extinguish this good-faith position, whereupon I will proceed to recover the entire **outstanding sum of KES 18,000** without further accommodation.

Legal Basis and Notice

For avoidance of doubt, the following facts are not disputed:

- You requested and assigned the work;
- The work was completed and delivered as agreed;
- You acknowledged receipt of the completed work;
- No complaint regarding quality, scope, or timelines has been raised;
- Payment has not been made despite repeated follow-ups.

Your continued failure to pay constitutes a breach of a service contract and an infringement of my right to fair remuneration for services rendered, protected under **Article 40 of the Constitution of Kenya (Protection of Right to Property)** and enforceable through civil process.

Accordingly, this letter serves as **final formal notice** that, in the absence of compliance:

1. I will institute recovery proceedings before the **Small Claims Court of Kenya** without further reference to you;
2. I will seek recovery of the principal sum together with any **reasonable follow-up and enforcement costs** occasioned by your default;
3. I will lodge a **formal complaint with the Law Society of Kenya** regarding persistent non-payment to service providers;
4. I will report the matter to the **relevant law enforcement authorities** for appropriate action, should the circumstances so warrant.

These steps will be undertaken **lawfully and independently**, and are not issued as threats, but as notice of my intention to pursue all remedies available to me under Kenyan law.

This matter remains capable of amicable resolution at this stage. However, continued non-engagement or default will leave me with no alternative but to proceed as outlined above.

Kindly treat this matter with the seriousness and urgency it deserves.

Yours faithfully,



Vincent Irungu

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