(Top part hidden)

Particulars of Claim

The Claim is for a breach of contract for breaching the terms and conditions set on private land. The Defendant's vehicle, A6UHD, was identified in the High Street Whitton Pay & Display Car Park on the 30/07/2021 in breach of the advertised terms and conditions; namely Parked without displaying a valid ticket/permit. At all material times the Defendant was the registered keeper and/or driver. The terms and conditions upon entering private land were clearly displayed at the entrance and in prominent locations. The sign was the offer and the act of entering private land was the acceptance of the offer hereby entering into a contract by conduct. The signs specifically detail the terms and conditions and the consequences of failure to comply, namely a parking charge notice will be issued, and the Defendant has failed to settle the outstanding liability. The Claimant seeks the recovery of the parking charge notice, contractual costs and interest.

The Claimant believes that the facts stated in this claim form are true and I am duly authorised by the claimant to sign this statement.

Signed Edmund Shoreman-Lawson

(Claimant)(Claimant's Legal Representative)

Important Note

- You have a limited time in which to reply to this claim form
- Please read all the guidance notes on the back of this form they set out the time limits and tell you what you can do about the claim
- You can respond to this claim online. Log on to www.moneyclaim.gov.uk
- You will need the claim number *(see above)* and the following password XXXXXXX

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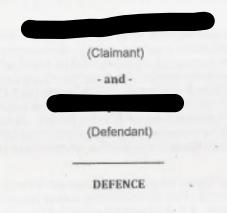
Amount claimed	£160.00
Court fee	£35.00
Legal Representative's costs	£50.00
Total amount	£245.00

N1CPC Claim form (04.14)

IN THE COUNTY COURT

Claim No.:

Between



The Defendant denies that the Claimant is entitled to relief in the sum claimed, or at all. It is
denied that a contract was entered into - by conduct or otherwise - whereby it was 'agreed' to
pay a 'parking charge' and it is denied that this Claimant (understood to have a bare licence as
managers) has standing to sue, nor to form contracts in their own name at the location.

The facts as known to the Defendant:

- It is admitted that the Defendant was the registered keeper and driver of the vehicle in question but liability is denied.
- 3. On the day in question the defendant was driving down Whitton High Street approaching the LidI store on his left. He saw the sign which read "LidI parking at rear." and seeing the next left turning, turned into it. There was no sign to indicate this was a pay and display parking area at the road entrance. It was raining heavily and dark between the two buildings as the defendant drove down the narrow way. As he entered a parking area two women were walking out of the area on the right-hand side of his car. At least one of these had a large umbrella which as he found out later had covered a sign behind them on the wall. This sign is also side on and behind a drain pipe to a drivers line of sight.
- 4. He entered the car park saw a mix of free and used spaces, one of which to his right had a large van parked. He chose one of the spaces to the left of the van and parked up. He looked around for any parking signs to indicate this was a pay and display area but saw none. He walked swiftly into the store as it was still raining.
- 5. He purchased a small number of items, left the store and returned to his car. The defendant was shocked to see what looked like a parking ticket on the windscreen. He looked around and only then saw a sign on a wall which had been hidden by the lady's umbrella. He then walked around the car park a bit further and found a vending machine behind the van which was hiding it from his view.
- It was an unfortunate set of circumstances that meant the defendant did not see any indication this was a paid parking area.
- 7. The Particulars of Claim set out an incoherent statement of case and the quantum has been enhanced in excess of any sum hidden in small print on the signage that the Claimant may be relying upon. Claiming 'costs/damages' on an indemnity basis is stated to be unfair in the Unfair Contract Terms Guidance, CMA37, para 5.14.3. That is the official Government guidance on the

Consumer Rights Act 2015 ('CRA 2015') legislation which must be considered, given the duty in s71. The Defendant avers that the CRA 2015 has been breached due to unfair terms and/or unclear notices (signs), pursuant to s62 and with regard to the requirements for transparency and good faith, and paying regard to examples 6, 10, 14 and 18 in Sch2. NB: this is different from the UTCCRs considered by the Supreme Court, in that there is now a requirement for contract terms and notices to be fair.

- 8. It is denied that the exaggerated sum sought is recoverable. The Defendant's position is that this money claim is in part/wholly a penalty, applying the authority in ParkingEye cases (ref: paras 98, 100, 193, 198) ParkingEye Ltd v Beavis [2015] UKSC 67 and para 419 of HHJ Hegarty's High Court decision in ParkingEye Ltd v Somerfield Stores Ltd ChD [2011] EWHC 4023(QB) where the parking charge was set at £75 (discounted to £37.50 for prompt payment) then increasing ultimately to £135. Much like the situation in this claim, the business model involved sending a series of automated demands to the keeper. At para 419, HHJ Hegarty found that adding £60 to an already increased parking charge 'would appear to be penal' and unrecoverable. ParkingEye had dropped this punitive enhancement by the time of Mr Beavis' famous parking event.
- 9. Even if the Claimant had shown the global sum claimed in the largest font on clear and prominent signs which is denied they are attempting double recovery of the cost of their standard automated letter-chain. It is denied that the Claimants have expended additional costs for the same letters that the Beavis case decision held were a justification for the (already increased from the discount) parking charge sum of £85.
- 10. The Claimant cannot be heard to base its charge on the Beavis case, then add damages for automated letter costs; not even if letters were issued by unregulated 'debt recovery' third parties. It is known that parking firms have been misleading the courts with an appeal at Salisbury Court (the Semark-Jullian case) where the Judge merely reset an almost undefended case back for a hearing. He indicated to Judges for future cases, how to consider the CRA 2015 properly and he rightly remarked that the Beavis case was not one that included additional 'costs' per se, but he made no finding of fact about the illegality of adding the same 'automated letter costs' twice. He was not taken by either party to Somerfield in point #8 above and in any event it is worth noting that the lead Southampton case of Britannia v Crosby was not appealed. It is averred that District Judge Grand's rationale remains sound, as long as a court has sufficient facts to properly consider the CRA 2015 s62, 63 and 67 before turning to consider the Protection of Freedoms Act 2012 Sch4 ('the POFA').
- 11. Pursuant to Sch4 of the POFA at 4(5), the sum claimed exceeds the maximum potentially recoverable from a registered keeper, even in cases where a parking firm has complied with its other requirements (denied in this case). It is worth noting that even though the driver was known in Beavis, the Supreme Court considered the POFA, given that it was the only legislation specifically dealing with parking on private land. There is now also the Parking (Code of Practice) Act 2019 with a new, more robust and statutory Code of Practice being introduced shortly, which evolved because the two Trade Bodies have failed to properly govern this industry.

The ParkingEye Ltd v Beavis [2015] UKSC 67 case is distinguished

- 12. Unlike in this case, ParkingEye demonstrated a commercial justification for their £85 private PCN, which included all operational costs, and they were able to overcome the real possibility of the charge being dismissed as punitive and unrecoverable. However, their Lordships were very clear that 'the penalty rule is plainly engaged' in such cases.
- 13. Their decision was specific to what was stated to be a unique set of facts: the legitimate interest/commercial justification, the car park location and prominent and clear signs with the parking charge itself in the largest/boldest text. The unintended consequence is that, rather than persuade courts considering other cases that all parking charges are automatically justified, the Beavis case facts and pleadings (and in particular, the brief and very conspicuous yellow/black signs) set a high bar that this Claimant has failed to reach.

- 14. Without the Beavis case to support the claim and no alternative calculation of loss/damage, this claim must fail. Paraphrasing from the Supreme Court, deterrence is likely to be penal if there is a lack of an overriding legitimate interest in performance extending beyond the prospect of compensation flowing directly from the alleged breach.
- 15. The Supreme Court held that the intention cannot be to punish a motorist nor to present them with concealed pitfalls, traps, hidden terms or unfair/unexpected obligations - and nor can the operator claim an unconscionable sum. In the present case, the Claimant has fallen foul of the tests in Beavis.
- 16. The Claimant's signs have vague/hidden terms and a mix of small font, such that they would be considered incapable of binding any person reading them under common contract law, and would also be considered void pursuant to Sch2 of the CRA. Consequently, it is the Defendant's position that no contract to pay an onerous penalty was seen, known or agreed.
- 17. Binding Court of Appeal authorities which are on all fours with a case involving unclear terms and a lack of 'adequate notice' of an onerous parking charge, would include:
- (i) Spurling v Bradshaw [1956] 1 WLR 461 (the 'red hand rule' case) and
- (ii) Thornton v Shoe Lane Parking Ltd [1970] EWCA Civ 2.

both leading authorities confirming that an unseen/hidden clause cannot be incorporated after a contract has been concluded; and

(ii) Vine v London Borough of Waltham Forest: CA 5 Apr 2000,

where the Court of Appeal held that it was unsurprising that the appellant did not see the sign "in view of the absence of any notice on the wall opposite the southern parking space". In many cases where parking firm Claimants have cited Vine in their template witness statements, they have misled courts by quoting out of context from Roch LJ, whose words related to the Respondent's losing case, and not from the ratio. To pre-empt that, in fact Miss Vine won because it was held as a fact that she was not afforded a fair opportunity to learn of the terms by which she would be bound.

- 18. Fairness and clarity are paramount in the new statutory CoP being finalised by the MHCLG and this stance is supported by the BPA and IPC alike. In the November 2020 issue of Parking Review, solicitor Will Hurley, the Chief Executive of the IPC Trade Body, observed: 'Any regulation or instruction either has clarity or it doesn't. If it's clear to one person but not another, there is no clarity. The same is true for fairness. Something that is fair, by definition, has to be all-inclusive of all parties involved it's either fair or it isn't. The introduction of a new 'Code of Practice for Parking' provides a wonderful opportunity to provide clarity and fairness for motorists and landowners alike." The Defendant's position is that the signs and terms the Claimant is relying upon were not clear, and were in fact, unfair and the Beavis case is fully distinguished.
- 19. In the alternative, the Claimant is also put to strict proof, by means of contemporaneous and unredacted evidence, of a chain of authority flowing from the landholder of the relevant land to the Claimant. It is not accepted that the Claimant has adhered to the landholder's definitions, exemptions, grace period, hours of operation, etc. and any instructions to cancel charges due to complaints. There is no evidence that the freeholder authorises this Claimant to issue parking charges or what the land enforcement boundary and start/expiry dates are, nor whether this Claimant has standing to enforce such charges by means of civil litigation in their own name rather than a bare licence to act as an agent 'on behalf of the landowner.

In the matter of costs, the Defendant seeks:

(a) standard witness costs for attendance at Court, pursuant to CPR 27.14, and

- (b) that any hearing is not vacated but continues as a costs hearing, in the event of a late Notice of Discontinuance. The Defendant seeks a finding of unreasonable behaviour in the pre-and post-action phases by this Claimant, and will seek further costs pursuant to CPR 46.5.
- The Defendant invites the court to find that this exaggerated claim is entirely without merit and to dismiss the claim.

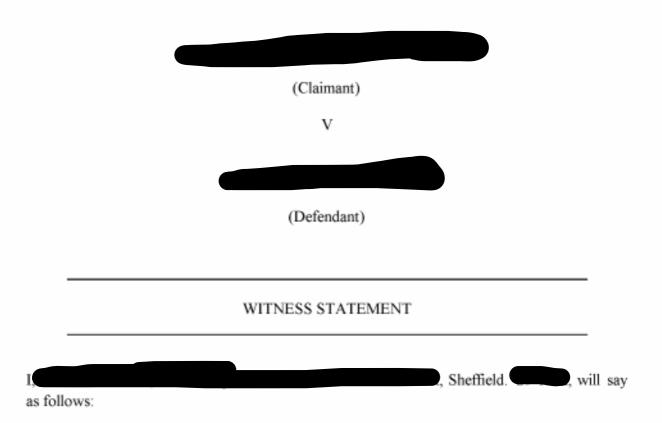
Statement of Truth

I believe that the facts stated in this defence are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Defendant's signature:

Date: 02/02/2022

BETWEEN



Introduction

- I am employed by
 as a Paralegal and have been employed since January 2019. The facts and matters referred to in this witness statement are within my own knowledge, except where I have indicated otherwise. Where the facts are within my knowledge, they are true. Where they are not within my own knowledge, they are true to the best of my information and belief.
- I make this witness statement in readiness for the hearing scheduled for 9th November 2022 in support of the Claimant's claim against the Defendant.

 Within this statement I make reference to various documents. These are now produced to me in a paginated bundle marked AA1-2. The evidence tendered in the exhibits is taken from the Claimant's Company records.

Background

- 4. The Claimant is engaged in providing and managing private parking facilities on behalf of Clients throughout Great Britain. At all material times, the Claimant has been an Accredited Member of Approved Trade Associations certified by the Driver and Vehicle Licensing Agency (DVLA).
- 5. A vehicle bearing the registration number of was identified in breach of the advertised Terms and Conditions ("Contract") known as High Street Whitton Pay & Display Car Park on the 30th July 2021. Whilst the vehicle was identified on private land the Defendant was confirmed as the registered keeper of the vehicle.
- 6. The Claimant submits that they have the authority to implement a parking scheme. There has been no notice of termination and the Claimant remains contracted to enforce parking to date. The Claimant is contracted to undertake parking management activities and issue Parking Charge Notices [PCN] where vehicles are identified on the development in breach of the advertised Terms and Conditions. A copy of the Contract Statement of Authority can be identified in exhibit AA1.
- The Claimant issued the Defendant with a parking charge followed by several correspondences in an attempt to remedy this matter without the Court's intervention but this has been declined by the Defendant.

The Contract

- 8. At the time the Charge was issued; my Company was prominently displaying signs on the Land stipulating the terms of parking. A copy of the content of the signs is exhibited to this Statement at "AA1". The signs formed the basis of the contract with the driver of the Vehicle ("the Contract").
- 9. The following was a term of the Contract: -

Parking Charge Notices will be issued for the following: Failure to clearly display a valid Pay & Display ticket

- 10. Upon the vehicle entering the Land, the driver accepted the Contract and agreed to be bound by those terms advertised. The Contract provides that a charge is payable by the driver if it is breached; with payment falling due within 28 days. The Contract (i.e. the signs) was prominently displayed on the Land and in this regard a site plan showing the positioning is exhibited to this Statement at "AA1".
- 11. Amongst other things the above signs specifically detail the Terms and Conditions of parking and the consequences of failure to comply with these Terms and Conditions. In particular the signs specifically state that a charge is levied for breaching the Terms and Conditions.
- 12. This is a contractual clause which specifies the amount owed. There is sufficient and adequate signage for the Terms and Conditions to have been brought to the attention of any motorist wishing to use the car park.

Breach of Contract

- 13. The Defendant became liable for the parking charge as the vehicle to which they are responsible for was found in breach of the Contract. The evidence adduced to this statement identifies that the vehicle was parked without displaying a valid ticket/permit.
- 14. The documents adduced at "AA2" are evidence of the vehicle in breach.

- 15. The signs throughout the development clearly advise anyone parking within the development that they were entering into a contract with the Claimant. The Claimant was entitled to contract with drivers on behalf of the owners of the development in accordance with their appointments.
- 16. In light of the breach of the Contract, the Claimant is entitled to levy a charge against the Defendant and therefore the Defendant is liable to the Claimant.

The Defendant's Defence

- 17. In response to the Defendant's Defence, the contravention images enclosed in exhibit AA2 show that on the 30th July 2021 the Defendant's vehicle was observed parked in High Street Car Park in Whitton without displaying a valid ticket. This rendered the Defendant in breach of the Terms and Conditions of the Car Park and liable for the Parking Charge advertised on the signage.
- 18. The Terms and Conditions printed on the signage (copy enclosed in exhibit AA1) erected onsite specifically state, amongst other things, the following: 'Parking Charge Notices will be issued for the following: Failure to clearly display a valid Pay & Display ticket' as it is private land.
- 19. There are several warning signs prominently displayed and visible within the Development, as well as an entrance board at each entry to the Car Park to alert motorists that they are entering/this is private land and parking is subject to Terms and Conditions. Furthermore, the Terms and Conditions on the signage are printed in a large font size, in bold and are legible. Thus, it cannot be a valid defence for any motorist to say "I did not see and read the signage" in an attempt to absolve liability and expect the Court to uphold this.
- 20. In any event, the Claimant submits that their signage is compliant with the IPC Code of Practice. The Claimant's signage is also audited and approved by the International Parking

- Community, and is therefore fully capable of forming a legally binding Contract with motorists entering the Site.
- 21. Reliance is placed upon the decision in ParkingEye v Beavis [2015] UKSC 67 whereby the Defendant was given a contractual licence to park the vehicle in the development on the terms of the notice posted on various warning signs throughout the site, which he accepted by entering the car park. In relation to the Defendant, the terms were that the Defendant could only park the vehicle in the Car Park if he displayed a valid ticket inside the vehicle and that on breach of this term, he would pay £100.00, which would be reduced to £60.00 if paid within 14 days. The £100.00 is the consideration.
- 22. The Claimant submits that the Particulars of Claim endorsed within the Claim Form provided the Defendant with sufficient details of the Claim to be able to prepare a full Defence to the Claim made against him.
- 23. As the Claim was issued online using Money Claim Online (MCOL), under Paragraph 4 (1) PD 7E- MCOL, the Claimant's Claim meets the conditions for starting a Claim using MCOL. Under Paragraphs 5.2(1) and (2)(b) PD 7E, the Claimant's Particulars of Claim were included in the online Claim Form, however, they had to comply with the restrictions of having only 1080 characters to set out its Particulars.
- 24. The Claimant relies on Paragraph 5.2A PD 7E which states: 'The requirement in paragraph 7.3 of Practice Direction 16 for documents to be attached to the particulars of contract claims does not apply to claims started using an online claim form, unless the Particulars of Claim are served separately in accordance with paragraph 5.2 of this practice direction'.
- 25. Notwithstanding the above, the Claimant submits that the Defendant could have made a Part 18 request for Further Information if he genuinely considered the Particulars to be insufficient. However, it would appear from the Defendant's Defence that this was not utilised by the Defendant.
- 26. In any event, the Claimant submits that prior to the matter having been allocated to the Small Claims Track for a Hearing, the statements of case had been considered by the

- Judge, who was satisfied with the same and allocated it to the Small Claims Track. As such, the Particulars of Claim are adequate and compliant with the CPR.
- The Claimant can confirm that the Claim is for breach of Contract, which is noted in the Particulars of Claim.
- 28. The Claimant submits that as at 29 September 2014, they were a member of the accredited trade association of the Independent Parking Committee (IPC) to which reference was made on the Notices and to which the Claimant still belongs. The IPC code of practice is a detailed code of regulation governing signs, charges and enforcement. Schedule 5 deals with Parking Charges and provides that "it is suggested the maximum parking charge should be £100,00".
- 29. The Claimant submits that £100.00 for a Parking Charge is not an extortionate sum at all, but in line with the recommendation provided by the IPC.
- 30. The £60.00 is for the debt recovery charge. The Claimant refers to the IPC Code of Practice Part E Schedule 5- Parking Charges which states the following:
 - 'Where a Parking Charge becomes overdue a reasonable sum may be added. This sum must not exceed £60 (inclusive of VAT where applicable) unless Court Proceedings have been initiated.'
- 31. The Claimant submits that the debt recovery charge included within the Claim does not exceed £60.00 and therefore is in accordance with the IPC Code of Practice. The £35.00 is the Court fee.
- 32. The Claimant respectfully refers to the Contract Statement of Authority enclosed in exhibit AA1 which demonstrates their authority to issue Parking Charges to those vehicles found/seen in a manner in breach of the Terms and Conditions and to recover any unpaid Charges in their own name through debt recovery/Court action.

Conclusion

33. Accordingly the Claimant is entitled to a Judgment. It is a matter of agreement that the

instance of parking in contravention of the Terms and Conditions of the signs. Liability is

agreed to be the sum contained in accordance with the amount stated on the signs. The

Claimant submits that they are therefore entitled to a Judgment for the amount claimed

together with expenses of the cause. This is broken down as follows: £100.00 for the

Charge, £60.00 Debt Recovery charge, £35.00 Issue Fee, £27.00 Hearing Fee and £50.00

Solicitors costs.

34. I may not be able to attend the forthcoming hearing. Should this be the case, I will

instruct an advocate to attend on my behalf and ask that the Court accepts this as my

written notice pursuant to CPR 27.9 (1). Should I be unable to attend, I request the

honourable Court decide the Claim in my absence, taking into account this Statement and

any other evidence I may file. This paragraph demonstrates my compliance with

paragraphs (a) and (b) of CPR 27.9 (1).

STATEMENT OF TRUTH

I believe the contents of this witness statement are true. I understand that

proceedings for contempt of court may be brought against anyone who makes,

or causes to be made, a false statement in a document verified by a statement of

truth without an honest belief in its truth.

Date: 5th July 2022



Sign:

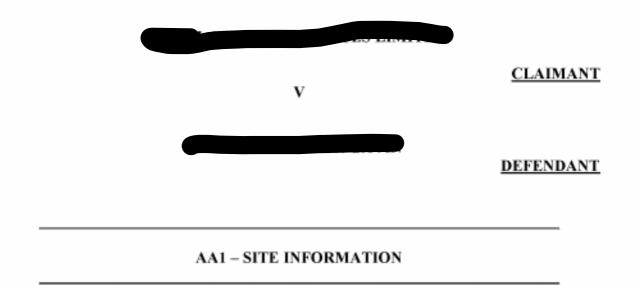
Paralegal

For and on behalf of

IN THE COUNTY COURT AT GUILDFORD



BETWEEN



CONTRACT STATEMENT OF AUTHORITY

On behalf or can confirm that:

The site is known as:

Address:

Postcode:



2. The landowner is who is the owner of the land. The site operator is Sheffield,

- The Operator is authorised by the Landowner to undertake Parking Management, Control and Enforcement at the site.
- 4. The Operator is authorised by the Landowner to issue Parking Charge Notices where vehicles are found/seen on the site in a manner not permitted under the Terms and Conditions of the site and the Operator is to be considered 'the Creditor' for the purposes of the Protection of Freedoms Act 2012.
- The Terms and Conditions are set out on the signage at the site and detail, where applicable, any permit or dispensation for use at the site.
- The issuing of Parking Charge Notices is subject to agreed criteria and exemptions, as are also clearly set out on the signage at the site and, where applicable with any permit or dispensation for use at the site.
- The Operator is authorised by the Landowner to pursue the outstanding parking charges in accordance with the Independent Parking Committee Approved Operator Scheme Code of Practice.

I can confirm that I am authorised to make this statement on behalf of the Landowner and that the above information is true to the best of my knowledge and belief.

Signature

y from

Name

Position

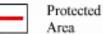
For and on behalf of The Linen Cupboard

Date

2 nd. October, 2016

High Street, Whitton: Overhead







Entrance Board



Entrance



Entrance Board Repeater



Pay & Display machine



Tariff Board



Have You Paid & Displayed?



Welcome to

High Street 24 Hour Pay & Display Car Park



By entering this private car park you are entering into a contract with Excel Parking Services Ltd and you agree to pay a Charge if you fail to comply with the Terms and Conditions. Any vehicle/driver entering this private land is subject to and agrees in full to the Terms and Conditions.





MONDAY - SUNDAY

(Including Bank Holidays)

Coins Accepted 10p, 20p, 50p, £1, £2

No Change Given (Overpayment Accepted)

The Meter(s) are alarmed

No cash left overnight



Tariff applies to Disabled Blue Badge Holders



In case of meter failure please use another meter and report the fault by calling our Helpline telephone number



HELPLINE ((0114) 261 7111



Parking Charge Notices will be issued for the following:

- Failure to make payment within 5 minutes following entry to the car park/private land
- Failure to clearly display a valid Pay & Display ticket
- Parked after the expiry of time and/or date in a pay car park
- Using a disabled bay without clearly displaying a valid disabled blue badge
- · Parked in a restricted area of the car park or land
- Failure to park wholly within the lines of a single marked bay

Terms and Conditions

This is a PAY & DISPLAY car park. Pay at the meter(s). Ensure that you



If a valid Pay & Display tielect is purchased. It must be displayed inside the front windscreen of your vehicle with the date and time clearly visible at all times. Tickets/germits are non-transferable between vehicles.



Retain your pay & display ticket for a minimum of 90 days







MOTORBIKES - Parking Tariff applies



DISABLED - Parking Tariff applies. Marked Disabled Bays are for walld disabled blue bodge holders only. A valid blue badge must be displayed in the front windscreen of the vehicle with the details clearly visible at all. times. The named blue badge holder must be either the driver or passenger n the vehicle at the time of parking.





Services Ltd and/or its agents may request the registered keeper's setals from the DVLA to trace the responsible driver.



This site may be menitored by CCTV/ANPR (Automatic Number Plate Recognition) Cameras for the purpose of ensuring compliance with the Terms and Conditions of this car park. Parking Charge Notices may be



Vehicles are left on this car park at the driver's Resper's risk and Excel Parking Services Ltd and/or its agents or servants will not be liable for any loss of or damage to vehicles or personal possessions and will only be liable for personal injury or death if caused by withit negligence.



The car park is monitored by Parking Attendants for parking compliance If you require assistance contact the helpline telephone number detailed on this sign. Parking enforcement is undertaken by Excel Parking

By entering this private land you agree to pay a Parking Charge if you fall to comply with the terms and conditions. The Parking Charge is £100,00 per day or part thereof (payable within 28 days of the Parking Charge Notice issue date), discounted to £60.00 if payment is received within 14 days of the Parking Charge Notice issue date. If payment of the Parking Charge is not made in accordance with the payment terms detailed on the Parking Charge Notice, you agree to pay Excel Parking Services Ltd interest and any additional costs incurred on an indemnity basis. Excel Parking Services Ltd will be entitled to take legal proceedings to recover any outstanding charges





Welcome to

High Street

Public Car Park

Pay & Display Car Park





Refer to the Terms and Conditions signs located at the Parking Meter.



After a vehicle has entered the car park, 10 minutes is allowed to purchase the required parking tariff.



Parking Tartiff applies to Disabled Blue Badge holders.



Parking Compliance Cameras may operate in this car park.



Any Vehicle/Driver entering this car park is subject to & agrees in full to the Terms and Conditions.



If you fail to comply with the contractual Terms and Conditions of this car park you agree to pay a parking charge of £100.

PRIVATE LAND

HELPLINE: 0114 261 7111
PO BOX 4777, SHEFFIELD, S9 90J



















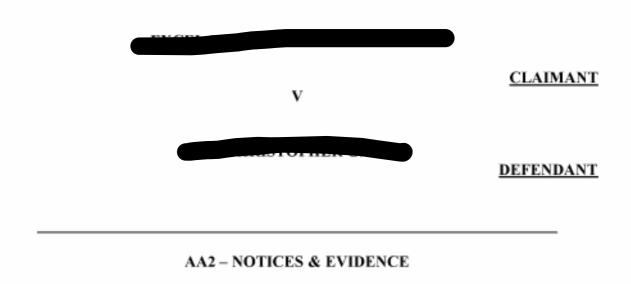




IN THE COUNTY COURT AT GUILDFORD

CLAIM NO:

BETWEEN



PARKING CHARGE NOTICE (PCN)

NOTICE TO KEEPER (NTK)





Amount of Charge:

£100.00

Payment details are on the reverse of this Notice





Q

Further images can be viewed at: www.myparkingcharge.co.uk Issue Date (posted): 03/08/2021 PCN Ref No: VRM (Reg. No.): Audi Vehicle Make: Vehicle Model: Contravention Date: 30/07/2021 12:58 Contravention Time:

Contravention Reason:

94) PARKED WITHOUT DISPLAYING A VALID TICKET/PERMIT.



PRIVATE LAND Site Name & Location:

A Parking Contravention was documented and recorded at the Privately Operated Car Park/Site specified above for breaching the Terms and Conditions of parking. Details of the vehicle, the Car Park/Site and the reason for the contrevention are specified above

The driver of the above vehicle is liable for the Parking Charge for which payment is now due. This charge relates to the period of parking (including remaining at the Car Park/Site) immediately preceding the Contravention Time specified in this Notice, the charge having been incurred for the reason stated and liability for the same having been brought to the attention of the driver by clear signage in and around the Site at the time of parking

Data Processing: Please note that we have either obtained your name and address as the Registered Keeper of the vehicle from the DVLA in accordance with the Road Vehicles (Registration and Licensing) Regulations 2002 or, subsequent to our request to the DVLA, you have been named as the Keeper (for example, because ownership of the vehicle has been transferred to you). If you consider that such information has been used or obtained inappropriately you may complain to the DMLA (www.gov.uk/contact-the-dyla) or the Information Commissioner (www.ico.org.uk). Photographic evidence and data is held on file to support this claim in accordance with relevant Data. Protection Legislation and is used for the sole purpose of pursuing settlement of this Parking Charge.

Our Data Protection Officer can be contacted on: dataprotection@excelparking.co.uk

For more information you can view our Privacy Notice by visiting: www.excelperking.co.uk/policies/privacy-notice-manual

Payment is now required in the sum of £100.00 within 28 days of the Issue Date of this Notice i.e. no later than 31/08/2021 However, if payment is received within 14 days of the Issue Date of this Notice, i.e no later than 17/08/2021, then a reduced amount of £60.00 will be accepted as full and final settlement.

The Creditor is: Excel Parking Services Limited.

Failure to make payment within 28 days of the Issue Date of this Notice will result in the full charge of £100,00 being applied plus additional costs incurred through debt recovery and/or court action. Where debt recovery action is taken, further charges may be incurred that will be added to the value of the PCN up to the value of an additional 960.00. Where Court action is taken, additional charges and interest may be incurred. Non-payment of a Court Order may adversely affect your credit rating and employability.

At the issue Date of this Notice we do not know both the name and ourrent address for service for the driver and, as the Registered keeper of the vehicle, you are now invited to:

- (i) Pay the Charge (see action A on the reverse of this Notice):
- (iii) If you were not the driver of the vehicles, to notify us of the full name of the driver and a current address for service for the driver by following the instruction in section C on the reverse of this Notice AND pass this Notice on to the driver.

If the vehicle was on hire on the date of contravention OR had been sold prior to the date of the contravention, please provide relevant details by following the instructions n section C on the reverse of this Notice AND provide relevant supporting evidence.

Please be warned: that if, after the period of 28 days beginning with the day after that on which the Noboe is given, the amount of the unpaid Parking Charge specified in this Notice has not been paid in full and we do not know both the name of the driver and a current address for service for the driver, we will have the right to recover from you, the Keeper, any unpaid balance of the Parking Charge. This Notice will be deemed to have been received by you on the second working day after the Issue Date stated above unless the contrary is proved.

PLEASE SEE THE REVERSE OF THIS NOTICE FOR MORE INFORMATION ON WHAT TO DO NEXT, INCLUDING HOW TO APPEAL



Notice Reference No:

EPS14713788

You have been issued with this Notice, **DO NOT IGNORE**. As appropriate (A) Pay the Charge (B) Appeal the Charge or (C) Notify us of the person responsible for this Charge. See below for further information.



A: How to pay your Charge

Payments can be made quickly, easily and securely using our 24 hour payment options below.

REMEMBER: If a discount payment amount has been offered you must make payment within 14 days of the Issue Date of this Notice.



Pay by Debit or Credit Card













Online







www.myparkingcharge.co.uk or scan the QR code



Pay by Phone

To pay by phone via Debit/Credit Card call our 24 Hour payment line: 0845 226 9138



C: Notify us of Driver / Hirer / Keeper Details

If you were not the driver, hirer or registered keeper of the vehicle at the date of the parking/stopping event, you can notify us of the relevant details of the person/company by visiting our online website at www.myparkingcharge.co.uk and completing the relevant section. You will need to do this as soon as possible but in any event no later than 28 days beginning with the Issue Date of this Notice.

Issue Date: 03/08/2021

VRM:

0

B: Appeal your Charge

How to Appeal

Go to www.myparkingcharge.co.uk or by scanning the QR Code.

24/08/2021

Appeals Process

Appeals or challenges against this Notice may be made online at www.myparkingcharge.co.uk and must be registered within 21 days beginning with the day after the Issue Date of this Notice. However, if you wish to retain your option of a discounted payment (if stated on the front of this Notice), your appeal must be registered within 14 days.

Late appeals will not be accepted unless there are exceptional mitigating circumstances AND at our discretion.

TIP: Ensure you have all relevant information available when you go online as you will need to upload this in support of your appeal.

If representations are being made on behalf of the driver/hirer/keeper they will only be accepted if a written statement is provided, signed by the driver/hirer/keeper confirming details of the person (full name and postal address) who is authorised to act on their behalf.

You should receive a decision within 28 days of making your appeal. Should we require longer and/or require you to provide further information, we shall contact you within the 28 day period and advise you accordingly.

In the event that your appeal is unsuccessful then we will provide you with the appropriate details to enable you to appeal to the Independent Appeals Service (IAS). The IAS (www.theIAS.org) provides an Alternative Dispute Resolution scheme for disputes of this type. We will engage with the IAS Standard Appeals Service providing you comply with our internal appeals procedure as detailed herein and that thereafter you lodge an appeal to the IAS within 21 days of the date of us declining your appeal.

IMPORTANT NOTE: Appeals cannot be discussed or accepted over the telephone.



INTERNATIONAL Parking Community

Membership No. EXC0011

We are an Accredited Operator and a member of the International Parking Community (IPC) www.theIPC.info and operates in accordance with their Code of Practice.

08:00 - 18:00

Thu

COMPLAINTS: If you wish to challenge the validity of this PCN you MUST use the appeals procedure detailed above. If you wish to complain, you must do so to us in the first instance at the address below. If you are not satisfied with the response you receive, you may then complain to the IPC (further details can be found at www.fheIPC.info).

Sheffield

GENERAL ENQUIRIES - (0114) 242 1111

Mon 08:00 - 18:00 Fri 08:00 - 17:30

Tue 08:00 - 18:00 Sat 09:00 - 17:00

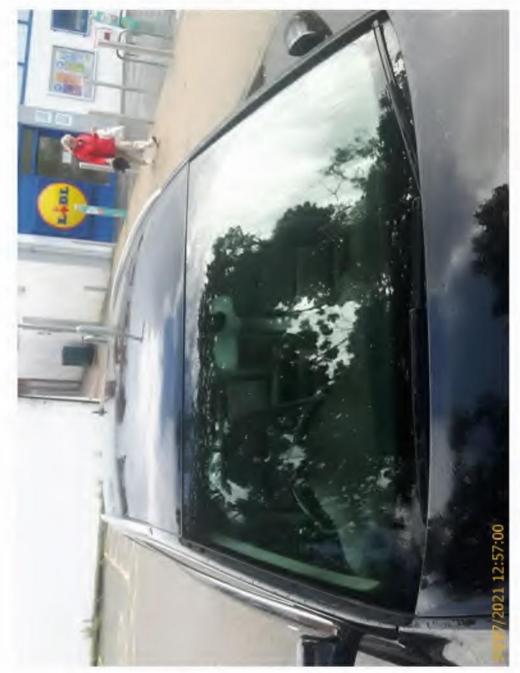
Wed 08:00 - 18:00 Sun CLOSED

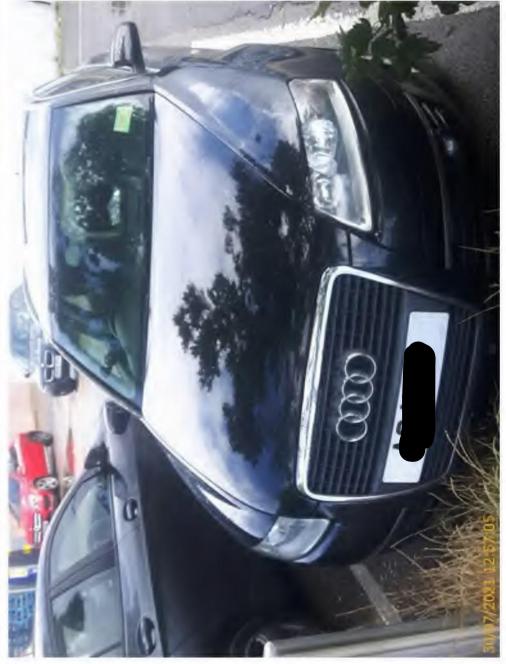
Registration No. 25758020

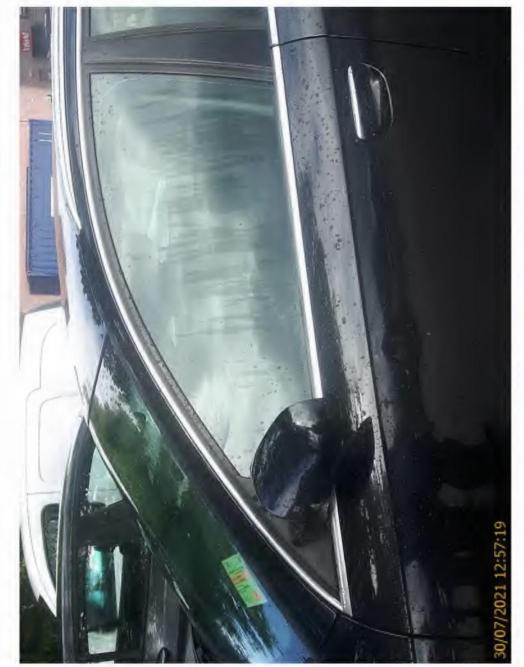
Data Controller with the Information Commissioner's

Data Protection We are registered as a























the fault by calling our Hel

HELPLINE (C) ((

Parking Charge Notices will be

- Failure to make payment within 5 minutes following entry to the car park/private land
 - Failure to clearly display a valid Pay & Display ticket
- . Parked after the expiry of time and/or date in a pay car park

By entering this private land you agree to pay a Parking Charge if you fail to the payment terms detailed on the Parking Charge Notice. you agree to pay Parking Charge Notice issue date). discounted to £60.00 if payment is recei be entitled to take legal proceedings to recover any outstanding charges.

Control Services Ltd VAT No. 646326135 Registers in snerth

30/07/2021 12:55:05





DEMAND FOR PAYMENT





Date (Posted):	17/09/2021		
Serial (Ref) No:	EPS14713788		
VRM: (Reg. No.)			

OUTSTANDING BALANCE:

£160.00

DEADLINE FOR ACTION:

01/10/2021

Details can be viewed on: www.myparkingcharge.co.uk

Your account has now been passed to our Debt Management Team for recovery of the outstanding Charge amount. Any option to pay a reduced amount has now elapsed.

Debt collection costs of £60.00 have now been added to the outstanding Charge making the total amount now payable £160.00 (this amount takes into account any payments previously received).

What To Do Now

In order to avoid further costs, you should pay the Outstanding Balance of £160.00 no later than the Deadline for Action date specified above (i.e. within 14 days from the date of this Letter).

How To Make Payment

Full details of how you can make payment, along with the methods of payment, are set out on the reverse of this Letter.

What Happens If You Do Not Settle The Outstanding Balance?

If the Outstanding Balance is not fully paid by the **Deadline for Action** date we may commence legal proceedings against you. In the event that County Court proceedings are issued, we will also be seeking recovery of the associated court fees, solicitor's costs, and statutory interest - **the Outstanding Balance would therefore increase.**

References

You may wish to reference the case of ParkingEye Limited v Beavis [2015] UKSC 67 in which the Supreme Court held that parking charges serve a legitimate commercial interest and are neither extravagant nor unconscionable.

Important

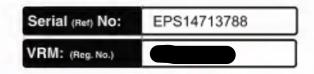
Your opportunity to appeal this debt has already lapsed, we will not accept any further disputes or challenges at this stage.







Methods of Payment





We Accept All Major Credit & Debit Cards











You can make payment by one of the following methods:



Online: www.myparkingcharge.co.uk



Automated payment line: 0845 226 9138









www.myparkingcharge.co or scan the QR code

You have received this notice because the company intends to take you to court in relation to this debt. This letter tells you what to do next, including how to avoid court action. Please read it carefully.

Seeking Debt Advice

If you are in financial difficulty or need advice to help you work out whether you owe the debt, or how you might pay the debt, contact a debt advisor. The following organisations offer free, impartial and non-judgmental advice:

Citizens Advice Bureau	03444 111 444	www.citizensadvice.org.uk
Civil Legal Advice	0345 345 4345	www.gov.uk/civil-legal-advice
National Debtline	0808 808 4000	www.nationaldebtline.org
➤ Advice UK	0300 777 0107	www.adviceuk.org.uk

It is recommended that you get debt advice if you have any doubt about whether you owe the debt or whether you can pay it now.



We are an Accredited Operator and a member of the International Parking Community (IPC), www.IPC.info and operate in accordance with their Code of Practice.



Data Protection



We are registered as a Data Controller with the Information Commissioner's Office (ICO).

ICO Registration No. Z5759020

FINAL DEMAND





Date (Posted):	04/10/2021		
Serial (Ref) No:	EPS14713788		
VRM: (Reg. No.)	Addition		

OUTSTANDING BALANCE:

£160.00

DEADLINE FOR ACTION:

11/10/2021

Details can be viewed on: www.myparkingcharge.co.uk

Despite sending you a Demand for Payment letter, it is disappointing to note that full payment of the Outstanding Balance remains outstanding.

We are giving you a final opportunity to settle your account before we commence County Court Proceedings. In order to avoid further action being taken, payment of the Outstanding Balance must be made within 7 days from the date of this Letter, i.e. by the Deadline for Action date specified above. In the event that we commence County Court Proceedings against you for the recovery of any Outstanding Balance, we will also seek recovery of any associated Court Fees, Solicitors Costs and Statutory Interest.

County Court Proceedings

If we successfully obtain a County Court Judgment ("CCJ") against you, this may have a detrimental effect on your future creditworthiness and employability. In addition, we will then commence enforcement proceedings against you for the recovery of the debt. The potential impacts of having a CCJ are listed below:

- Negative impact on your Credit Rating which may prevent or restrict further lending.
- · Affect your current employment or future prospects of employment.
- · Enables enforcement action to commence, such as obtaining an attachment of earnings, placing a charge or restriction on property or applying for a Warrant of Execution (which will result in Bailiffs being appointed).

Making a Payment

We can accept payment by a variety of methods which are specified overleaf.

Important

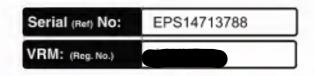
Your opportunity to appeal this debt has already lapsed, we will not accept any further disputes or challenges at this stage.







Methods of Payment





We Accept All Major Credit & Debit Cards











You can make payment by one of the following methods:



Online: www.myparkingcharge.co.uk



Automated payment line: 0845 226 9138









www.myparkingcharge.co or scan the QR code

You have received this notice because the company intends to take you to court in relation to this debt. This letter tells you what to do next, including how to avoid court action. Please read it carefully.

Seeking Debt Advice

If you are in financial difficulty or need advice to help you work out whether you owe the debt, or how you might pay the debt, contact a debt advisor. The following organisations offer free, impartial and non-judgmental advice:

Citizens Advice Bureau	03444 111 444	www.citizensadvice.org.uk
Civil Legal Advice	0345 345 4345	www.gov.uk/civil-legal-advice
National Debtline	0808 808 4000	www.nationaldebtline.org
➤ Advice UK	0300 777 0107	www.adviceuk.org.uk

It is recommended that you get debt advice if you have any doubt about whether you owe the debt or whether you can pay it now.



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ICO Registration No. Z5759020

PARKING CHARGE NOTICE (PCN)

FINAL REMINDER - DO NOT IGNORE





PCN Ref No: EPS14713788

VRM (Reg. No.):

Vehicle Make: Audi

Vehicle Model: A6

Contravention Date: 30/07/2021

Contravention Time: 12:58

Contravention Reason:

94) PARKED WITHOUT DISPLAYING A VALID TICKET/PERMIT.



Amount of Charge:

See details below before taking any action

Site Name & Location:

PRIVATE LAND

£100.00

THE PERSON OF TH

A Parking Contravention was documented and recorded at the Privately Operated Car Park/Site specified above for breaching the Terms and Conditions of parking. Details of the vehicle, the Car Park/Site and the reason for the contravention are specified above.

The driver of the above vehicle is liable for the Parking Charge applicable to the recorded parking contravention. This Notice relates to the period of parking (including remaining at the Car Park/Site) immediately preceding the Contravention Time specified in this Notice; the charge having been incurred for the reason stated and liability for the same having been brought to the attention of the driver by clear signage in and around the Site at the time of parking. Photographic evidence and data is held on file to support this claim in accordance with relevant Data Protection Legislation and is used for the sole purpose of pursuing settlement of this Parking Charge. You can view this evidence by visiting www.myparkingcharge.co.uk. If you consider that such information has been used or obtained inappropriately you may complain to the Information Commissioner (www.ico.org.uk).

A Notice to Keeper was issued to you, the Registered Keeper of the vehicle, by post on 03/08/2021 and our records indicate that we have had no response to that Notice. It is now too late for you to appeal as the timescale for doing so has elapsed. At our sole discretion, we may consider a late appeal if there are exceptional mitigating circumstances. Payment is now required in the sum of £100.00 within 14 days of the Issue Date of this Notice, i.e. no later than 15/09/2021

As the Registered Keeper, you are now invited to:

- (I) Pay the unpaid Parking Charge see below for methods of payment, OR
- (iii) If you were not the driver or keeper of the vehicle, visit www.myparkingcharge.co.uk in order to notify us of the full name and address of the driver/keeper AND pass this Notice on to the driver.

Important Note: If the amount of the unpaid Parking Charge specified in this Notice has not been paid in full, or an appropriate response has not been provided, by 15/09/2021 we will pursue you for any unpaid balance of the Parking Charge. This Notice will be deemed to have been received by you on the second working day after the Issue Date stated above unless the contrary is proved.

Late Appeals: For further details visit www.myparkingcharge.co.uk but, as stated above, it is at our sole discretion whether to consider an appeal.



Online: www.myparkingcharge.co.uk



We Accept All Major Credit & Debit Cards











By Phone: 0845 226 9138

The creditor is: Excel Parking Services Limited.

Note: Failure to settle this Parking Charge by the timescales notified to you may result in additional costs being incurred through debt recovery and/or court action. Where debt recovery action is taken, further charges may be incurred that will be added to the value of the PCN up to the value of an additional £60.00. Where Court action is taken, additional charges and interest may be incurred. Non-payment of a Court Order may adversely affect your credit rating and employability.



We are an Accredited Operator and a member of the International Parking Community (IPC) www.theIPC.info and operate in accordance with their Code of Practice. COMPLAINTS: If you wish to challenge the validity of this PCN you MUST use the appeals procedure detailed above. If you wish to complain, you must do so to us in the first instance at the PO Box address below. If you are not satisfied with the response you receive, you may then complain to the IPC (further details can be found at www.theIPC info).

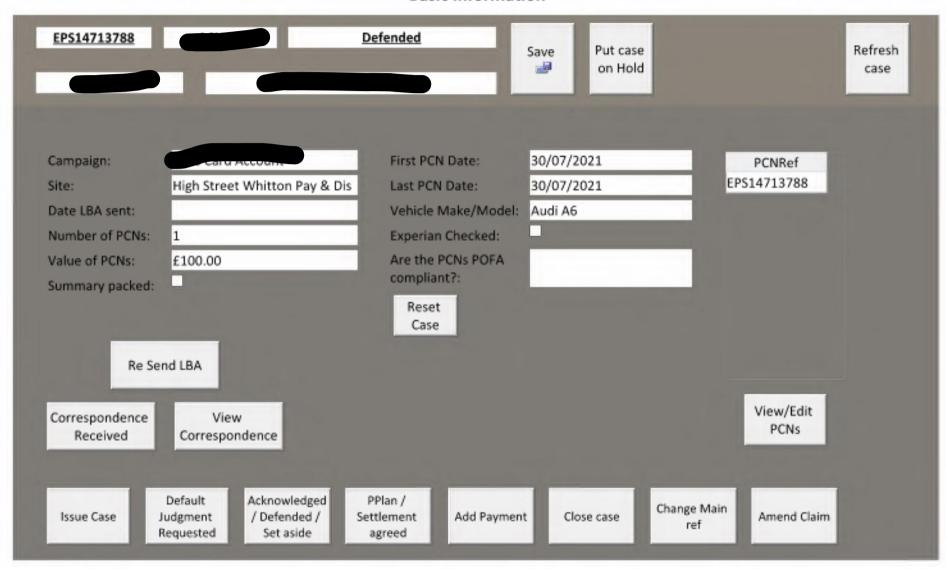
PO Bax 4777, Sheffield S9 9DJ





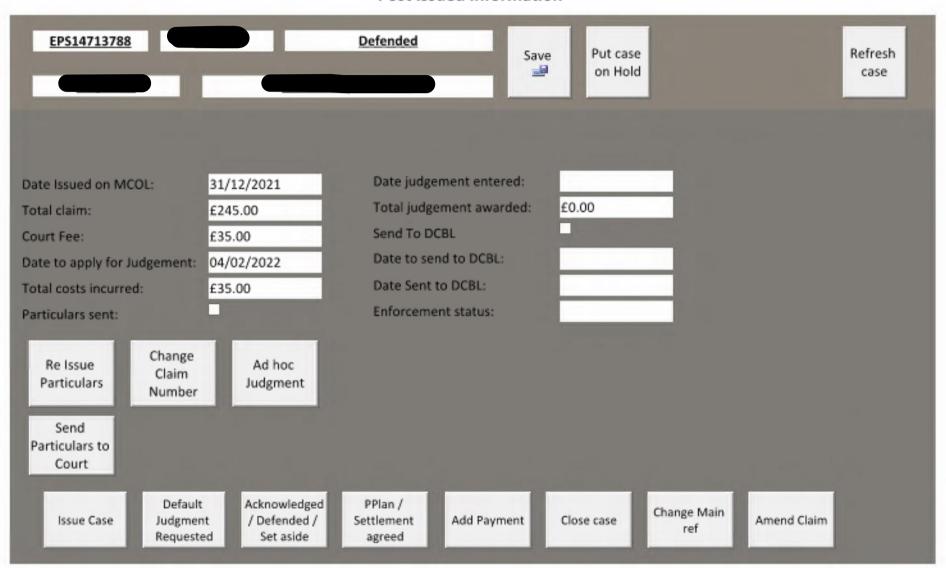


Basic Information





Post Issued Information





Defence Information

EPS14713788	Defended	Save	Put case on Hold		Refresh case
Acknowledged Or Defended: Court: CCBC	Defended	Bundle Due by: Counterclaim £: Hearing Fee: £0	0.00		
Mediation Directions Received Hearings:	Counterclaim Received	View Court Details	Notice of allocation	Change Legal Rep	Def's Bundle received
	cknowledged PPlan / Defended / Settlement Set aside agreed	Add Payment	Close case Cha	nge Main ref Amend	Claim

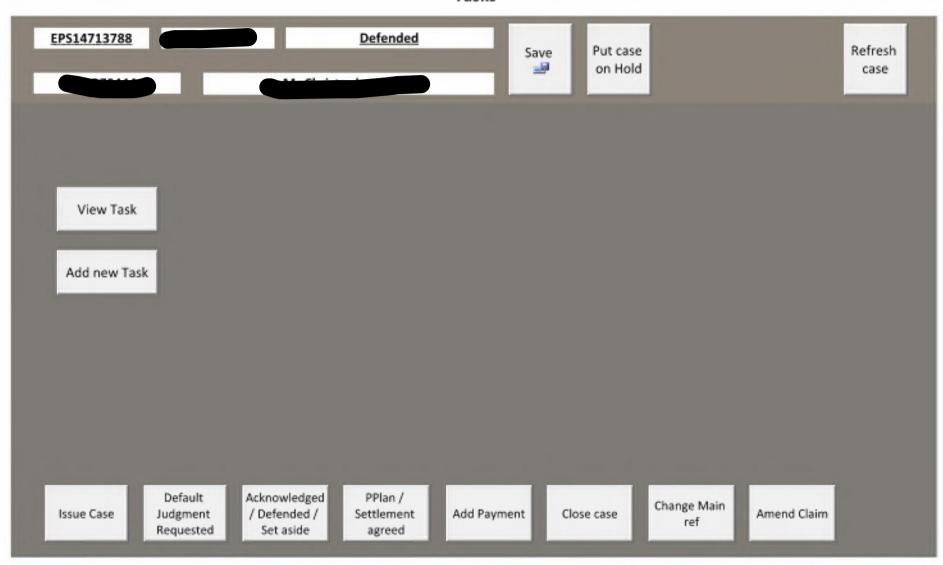


Payments

EPS14713788		Defended	Save Put o		Refresh case
Amend Payments	TotalPayment received: Total remitted from DCBL: Date paid in full:	£0.00		PPlan Details PPlan Start Date:	
				Payment amount: £0.00 Frequency: Settlement:	
				Defaulted Instalment Plan	
Issue Case Ju	Default Acknowledged / Defended / Set aside	PPlan / Settlement Add Pa agreed	ryment Close case	Change Main ref Amend Claim	

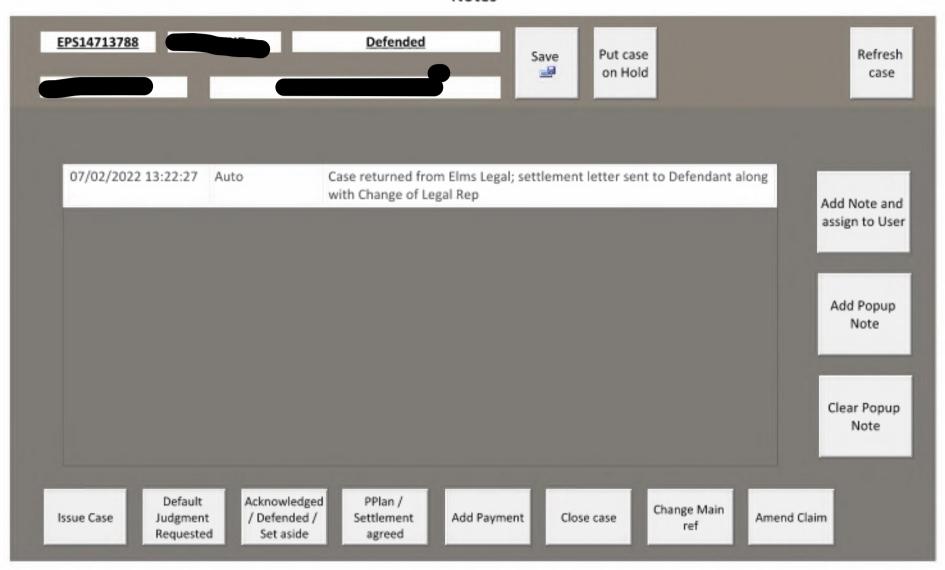


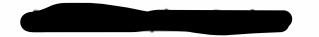
Tasks



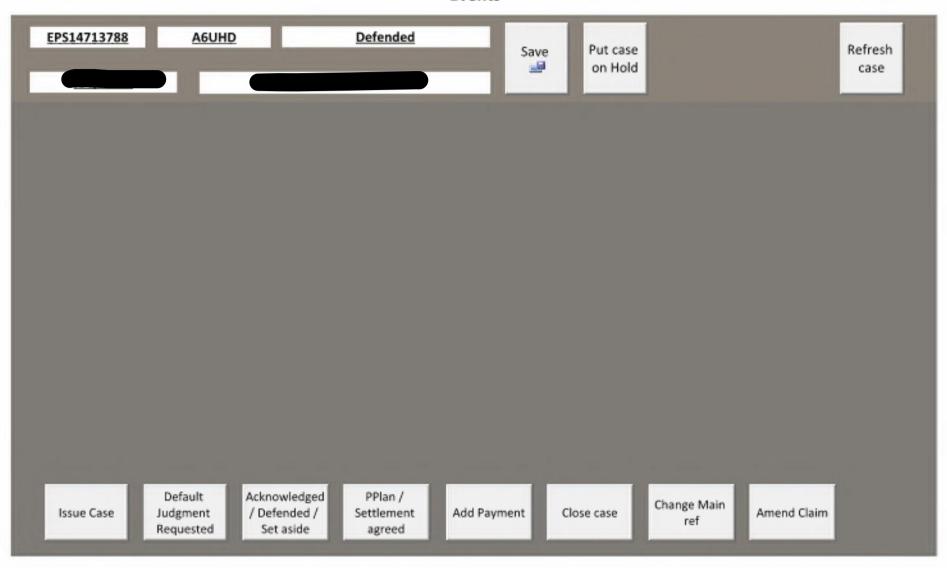


Notes





Events





Address Details

EPS14713788	Defended	Save Put case on Hole		Refres case	
Current Address			All Addresses		
Address 1:		Add	ress	Main Address	
Address 2:		7 Vivienne Close		✓	
Address 3:					
Town/City (ZatPark): Twickenham					
Postcode:					
Email:					
Phone Number:					
Add Address	Select address to edit:	Edit Addre	ess		
Default Acknowledge Issue Case Judgment / Defended / Requested Set aside		ayment Close case	Change Main ref	Amend Claim	

