



1 Furzeground Way
Stockley Park East
Uxbridge
UB11 1BD

Tel: 0845 026 7158

UT501



22 October 2015

Re: **Parking Charge Notice Number** [redacted] (**Vehicle:** [redacted])

Site: r/o 233 High Street, UB8 1LD
Issue date: 07/10/2015

Thank you for your appeal received on 20/10/2015 regarding the above detailed Parking Charge Notice. We have reviewed the case and considered the comments that you have made. This appeal has also been considered in conjunction with the evidence gathered by the parking attendant. Our records show that this notice was correctly issued as your vehicle was parked in a way which breaches the Terms and Conditions of Parking.

This PCN was issued because your vehicle was found to be parked in an area where it is strictly prohibited. There are numerous signs displayed in various locations around the site including the entrances and one directly in front of your vehicle (33 in total) to ensure all approaching motorists are fully aware of the restrictions in force. We must remind you that it is the driver's duty to ensure that they observe and adhere to the parking restrictions in force when entering private property and would advise that you do so in the future so as to prevent any further PCN's being issued. The location at which the contravention occurred is very tight, confined and restricted which opens it up to the possibility of extreme congestion due to motorists stopping/waiting/picking up/dropping off in such a small area. It is for this reason that there are such restrictions in force to ease the flow of traffic and prevent congestion. The photographic evidence was taken by a parking warden and not an ANPR camera therefore it is not a requirement to state "ANPR CAMERA IN USE". There is also no requirement to take a front and rear picture of the vehicle. The PCN clearly states that the contravention was stopping/waiting where stopping/waiting restrictions are in force.

In regards to the next point of your letter, please refer to *BeavisvsParkingEye_2015*] EWCA Civ 402 which clearly explains and outlines that the charge is not punitive, unreasonable, disproportionate or a penalty;

5. The judge held that a motorist who parks his car in the car park does so on the terms displayed in the notice. As a result, he enters into a contract with ParkingEye to abide by the rules of the car park, which include an obligation to leave within two hours. He also agrees that if he overstays he will pay the parking charge (£85, reduced to £50 for payment within 14 days). The judge accepted that ParkingEye did not suffer any specific financial loss if a motorist overstayed, because, if the space in question had been vacated, it would have either have remained unoccupied or would have been occupied by another car free of charge. He therefore held that the parking charge had the characteristics of a penalty, in the sense in which that expression is conventionally used, but one that was commercially justifiable because it was neither improper in its purpose nor manifestly excessive in its amount. In reaching that conclusion he was influenced by the terms of section 56 and schedule 4 of the Protection of Freedoms Act 2012, which confer on operators of private car parks the right to recover parking charges from the registered keepers of vehicles. (For these purposes a "parking charge" is defined as a sum in the nature of a fee or charge payable under a contract or a sum in the nature of damages for tort.) For similar reasons he held that the undertaking to pay the charge was not an unfair term and was not rendered unenforceable by the Regulations.

The location in which you have parked in is a commercial property which is leased to the leaseholder

and included in their lease is the right to park/use of the bays for their customers, i the leaseholder was unable to provide parking, they would lose customers and cancel their lease thus, making this charge commercially justified,

Unfortunately on this occasion, we are forced to uphold the PCN as it was issued correctly. We have now extended the discounted payment period by 14 days to allow you time to pay the discounted settlement amount. Please now make payment of £60 to reach us by 05/11/2015 or £100 to reach us by 19/11/2015. We must advise you that once the discounted settlement rate passes it will not be offered again.

You now have a number of options;

1. Pay the parking charge notice. Payment can be made online at www.parkdirectuk.com or by calling the automated payment line on 0845 026 7158
2. You may also make an appeal to POPLA – the independent appeals service on the following website www.popla.org.uk quoting verification no 5362955038 within 28 days from the date of this letter. If you opt for independent arbitration of your case, you will lose the opportunity to pay the lower amount and £100.00 will be payable in the event your appeal is rejected. Please note that the POPLA is unable to waive a parking charge notice due to mitigating circumstances and a decision will be based solely on the facts and evidence. A list of their accepted appeal reasons are as follows:

The vehicle was not improperly parked.
The parking charge exceeded the appropriate amount.
The vehicle was stolen.
I am not liable for the parking charge

Please note that if you opt for the POPLA appeals process, all evidence collected relating to this case will be submitted to POPLA.

By law we are also required to inform you that Ombudsman Services (www.ombudsman-services.org/) provides an alternative dispute resolution service that would be competent to deal with your appeal. However, we have not chosen to participate in their alternative dispute resolution service. As such should you wish to appeal then you must do so to POPLA, as explained above.'

Yours sincerely,



Appeals Department
Park Direct UK Ltd

