

PARKING ON PRIVATE LAND APPEALS

EVIDENCE CHECKLIST

Verification code	6	6	6	0	4	5	7	8	2	4
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Vehicle registration mark	R	F	5	5	Z	V	C
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Please put a splitter page between each section

Evidence		Tick sent	No of pages
A	Evidence checklist	✓	1
B	Case summary and rules/conditions	✓	1
C	Parking charge notice and any notes	✓	3
D	Registered keeper details and liability trail	✓	3
E	Original representations and notice of rejection	✓	3
F	Images, plans etc	✓	13
G	Other evidence	✓	6

Amount of the full parking charge	£100
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Amount received and retained (if any)	£0
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I confirm that the Appellant has been sent copies of all evidence in accordance with current POPLA requirements	P TAYLOR	03/03/17
	signature	date

Number of pages including this one and the dividers	27
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B) Case Summary

- This site is: - Charlestown Pay & Display, Quay Road, Charlestown, Cornwall
- Reasons for issue: - No ticket on display
- Actions taken: - Parking Charge Notice (PCN) issued to the registered keeper as the vehicle was parked on private property in contravention of the site parking restrictions as displayed on the signage or permit
- Letter received. The Appellant claimed that no contravention occurred
- Letter sent refusing the appeal. The account was held for 14 days at £60.00 then at £100.00 thereafter.

We have placed a number of signs around the location which have been approved by the BPA Auditing Team. Our signs follow a tried and tested method to grab the attention of all motorists entering the location. Our signs outline the terms and conditions so a motorist is able to decide whether they wish to stay or remain and abide by the terms. By designing our signs in the way that we have we believe that we are fully compliant with the BPA Code of Practice and have brought the issue of a PCN, and its amount, to the adequate attention of the motorist.

We enclose copies of the signage at this site. The Appellant has denied seeing said signage.

The signage clearly states that vehicles must park with a valid permit, ticket or written authority fully on display in the windscreen area.

No exceptions.

Park in a marked bay only where present.

It also states that if you enter or park on this land contravening the terms and conditions, you are agreeing to pay a £100 Parking Charge Notice.

From the photographic evidence, it can be seen that there is no ticket on display in the windscreen area of the Appellants vehicle for the date of this incident.

See Images for our photographs of the location in both daylight and darkness which are time and date stamped.

As no ticket was on display in the Appellants windscreen a Parking Charge Notice was issued.

It is the responsibility of the motorist to ensure that they have read and parked in compliance with the terms and conditions. On this occasion, the Appellant did not.

We request that the Appellant's appeal be refused.

With regards to the appellant's remarks that the parking charge notice is punitive and unreasonable and not a genuine pre-estimate of loss, we refer you to the recent Supreme Court decision dated 4th November 2015, Parking Eye Ltd-v-Mr Barry Beavis. Details on the case be found at <https://www.supremecourt.uk/cases/uksc-2015-0116.html>. This case was seen as an important 'test case' due to the complex legal arguments used by both sides. The ruling sets a legally binding precedent on all similar cases for the whole of the United Kingdom.

C) Parking Charge Notice and Notes

PCN:

It is an offence for an unauthorised person to remove or interfere with this notice



PARKING CHARGE NOTICE


Reference No:	267762
Vehicle Registration:	[REDACTED]
Vehicle Make:	AUDI
Vehicle Colour:	Blue
Observed Time:	09/01/2017 20:15
Date / Time of Issue:	09/01/2017 20:23
Issued By:	OP000051
Location Code:	000174


Location:
Charlestown Pay & Display
Issue Reason: 0002
No Ticket On Display

The vehicle was parked on private property in contravention of the site parking restrictions as displayed on the signage or permit.
A PARKING CHARGE OF £100.00 IS DUE WITHIN 28 DAYS OF THE DATE OF ISSUE
The reduced amount of £60.00 will be accepted if payment is received within 14 days of the date of issue. Failure to provide payment of the full amount within 28 days will result in the charge increasing.
Photographic evidence can be viewed prior to internet payment by visiting the web address below.
To contest this Parking Charge Notice, please write to the address below or you may appeal online by typing appeals.premierpark.co.uk into your web browser and filling in the contact form.

✂----- Payment Methods -----

 **Internet Payment:**
www.pcnpayments.com

 **Call our 24 hour telephone payment line:**
01302 513232

 **Complete the payment slip on the reverse of this notice and send with payment to the following address:**
**Payments Department
Premier Park Ltd
PO Box 624
Exeter
EX1 9JG**

All credit/debit card payments are subject to a £1.80 processing fee. Please see Payment Details on the reverse of this notice for more information.

Reference No:	267762
Vehicle Reg:	[REDACTED]

PARKING CHARGE NOTICE

PAYMENT DETAILS
For payment methods and charges please see over. Cheques and postal orders should be crossed and made payable to Premier Park Ltd. The payment slip at the bottom of this notice must be completed and enclosed with your payment. All postal payments must be marked for the attention of the Payments Department and sent to the address over. It is advised that all postal payments are sent by recorded or special delivery. Cash payments should be sent by special delivery.

LATE PAYMENTS
Failure to pay the parking charge within 28 days from the date of issue will result in your case being transferred to our Debt Recovery Department. Registered Keeper details may be requested from the DVLA. Solicitors may be instructed and additional administrative and court costs may be incurred. The Protection of Freedoms Act 2012 may apply in administering this PCN.

This parking charge has been lawfully issued and the collection procedure will be processed in accordance with the Administration of Justice Act 1970.

APPEALS

If you wish to appeal against this Parking Charge Notice (PCN) you should submit your case in writing, to the address on the front of PCN, within 28 days from the date of issue. All correspondence must include your name, address, the name and address of the driver (if different), the vehicle registration and the PCN reference number.

You should supply evidence as to why you were not parked in violation of the parking terms and conditions as displayed on the contractual warning signs erected on the land. All appeals are genuinely pursued and the decision to accept or reject an appeal is based on evidence supplied. It is important that you supply all of the evidence to support the appeal. Premier Park Ltd will not enter into multiple appeal processes. All Parking Charge cases are placed on hold upon receipt of a written appeal.

Any driver appealing against a Parking Charge Notice within 14 days from the date of issue will be given the opportunity to provide payment at the reduced amount in the event that their appeal is unsuccessful. Any driver lodging an appeal later than 14 days from the date of issue may be liable for the full amount if their appeal is unsuccessful. All appeals must be marked for the attention of the Appeals Department and sent to the address on the front of this PCN. Please allow 14 days for a response.

If the appeal is unsuccessful you will be provided with the contact details of the Independent Appeals Service (IOPLA). IOPLA will not accept your appeal if you have not appealed to Premier Park Ltd beforehand. Please be advised that if you choose to appeal to the Independent Appeals Service and your appeal is unsuccessful you will lose the right to pay at the reduced amount.

APPEAL BY TELEPHONE AND EMAIL
Premier Park Ltd are unable to accept any appeals via telephone or email.

INFORMATION

PCN ENQUIRIES
Please note all phone calls are monitored and recorded for training purposes.

DATA PROTECTION
Premier Park Ltd and its agents will process your information for the operation of their parking enforcement scheme. Processing may include the use of cameras to record data. Your information may be disclosed to, or requested from the DVLA. Records are made available to them thus ensuring the DVLA is satisfied that all data is expeditious in the manner agreed and to ensure security of storage and access so as to comply with Data Protection Act 1998. Data may be shared with third parties in relation to the issue of a Parking Charge Notice in order to assist with a parking charge appeal or its administration. Premier Park Ltd may also disclose data to a third party on the institution of debt recovery or legal proceedings.

✂-----

Name: Mr / Mrs / Miss / Ms



Address:

.....

Post Code:

Telephone:

Please indicate if you require a receipt.

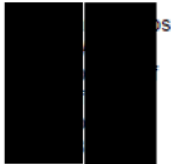
Company No: 06434377 - Val No: 922 4961 20

Note: The above notice is an electronic copy of the original. Due to differences in the print hardware and software the format and layout may differ slightly to the original.

**FIRST REMINDER
DO NOT IGNORE THIS NOTICE**



Date: 10th February 2017



Dear Mr Phillips

Payment for the Parking Charge Notice 267762 is overdue.
Please pay the charge of £100.00 now.

Parking Charge Details
Reference Number: [REDACTED]
Vehicle Registration: [REDACTED]
Issued Date: 9th January 2017
Issued Time: 20:23
Amount Due: **£100.00**
Payment options and instructions can be found overleaf.
Please be advised that all card payments are subject to a £1.80 processing charge

We recently issued Parking Charge Notice 267762 to your vehicle because it was parked in a manner whereby the driver became liable for a parking charge at Charlestown Pay & Display that we are authorised to manage by our client. This PCN was issued on the 9th January 2017 at 20:23 and has not been paid. The reason we issued a PCN to the vehicle is as follows: **No Ticket On Display.**

In accordance with the signage that is clearly and prominently displayed on site, those drivers who break the terms and conditions of parking are liable to pay a charge. We have requested your details from DVLA as the registered keeper of the vehicle, through the Reasonable Cause criteria of pursuing an outstanding parking charge.

If you were not the keeper of the vehicle at the time it was parked or if the vehicle was stolen prior to the beginning of the period of parking which is the subject of this Notice, please let us know. If you were not the driver we ask you to supply the full name and current serviceable postal address of the driver so that we may address this request to them.

We now request this amount is paid using one of the payment methods described overleaf. If within 28 days we have not received full payment or driver details, under Schedule 4 of the Protection of Freedoms Act 2012, we have the right, subject to the requirements of the Act, to recover the parking charge amount that remains unpaid from the keeper of the vehicle. The case will then be passed to our Debt Recovery Agent which may escalate to court proceedings to recover the amount owed. The overdue charge will increase to £150.00 in the first instance of further action.

Operating in accordance with the British Parking Association's Code of Practice



Payment Slip

Return with payment to: Premier Park Ltd, PO Box 624, Exeter, EX1 9JG

Parking Charge Notice Number: **267762**
Vehicle Registration: [REDACTED]
Notice Issue Date: **09/01/2017**

I enclose a cheque/postal order for the amount of:
£ [REDACTED]
made payable to:
Premier Park Ltd
Do not send cash in the post.

How to Pay

You will need both the Parking Charge Reference Number and Vehicle Registration to hand when paying.



Online
www.pcnpayments.com

Please follow online instructions.



By Phone
01302 513232

Credit and Debit card payments can be made by calling our 24 hour telephone line.



By Post

Please complete the Payment Slip on the front of this letter and enclose a Cheque or Postal Order for the amount shown and send to the following address:

**Payments Department
Premier Park Ltd, PO Box 624,
Exeter
EX1 9JG**

Please write the reference number and vehicle registration on the back of all cheques and postal orders.
Do not send cash by post.

We will send you a receipt for your payment if you request one.

Contact us

0871 231 9907 *

Premier Park Ltd, PO Box 624
Exeter, Devon
EX1 9JG

* Calls to this number from a BT landline cost 10p per minute.

Useful Information

Vehicle Hirers

If you are a vehicle-hire firm and the vehicle was hired out at the time the parking took place, please let us know and provide us with a copy of the hire agreement and a copy of a statement of liability signed by the hirer under that hire agreement. Please note that we may have a right to recover unpaid parking charges from you.

Contesting this Parking Charge

If you would like us to review this Parking Charge, within 28 days of receiving this letter please either:

write to: **Appeals Department, Premier Park Limited, PO Box 624, Exeter, EX1 9JG.** or appeal online by typing appeals.premierpark.co.uk into your web browser and filling in the contact form.

All correspondence must include your name, serviceable postal address, the name and address of the driver (if different), the vehicle registration and notice reference number, together with any evidence which may support your position. All letters contesting a Parking Charge are carefully considered and replied to within 14 days. Charges are put on hold until an appeals decision has been reached. If we reject the appeal, you will be provided with the contact details of the Independent Appeals Service and a unique appeal reference. Please be advised that if you choose to appeal to the Independent Appeals Service and your appeal is unsuccessful, you will lose the right to pay at the reduced amount.

Due to legal procedures, it is difficult for Premier Park Ltd to submit verbal evidence before the court. We therefore regret that we are unable to deal with telephone enquiries with regard to the issue of this PCN. All enquiries must be forwarded in writing.

This charge has been lawfully issued and the collection process will be carried out in accordance with The Administration of Justice Act 1970.

Data Protection

Premier Park Ltd and its agents will process your information for the operation of their parking enforcement scheme. Processing may include the use of cameras to record data. Your information may be disclosed to, or requested from the DVLA. Records are made available to them thus ensuring the DVLA is satisfied that all data is expedited in the manner agreed and to ensure security of storage and access so as to comply with the Data Protection Act 1998. Data may be shared with third parties in relation to the issue of a PCN in order to assist with appeals. Premier Park Ltd may also disclose data to a third party on the institution of legal proceedings. If you believe your data has been used inappropriately, you should notify us immediately and you can also notify the Information Commissioner and/or the DVLA by writing to the relevant address shown below:

The Information
Commissioner's Office
Wydiffe House
Wydiffe Lane
Wimslow, Cheshire,
SK9 5AF
www.ico.gov.uk

Release of Information
England/Wales/Scotland
Paying Enquires Section
DVLA
Swansea
SA99 1AJ
www.dvla.gov.uk

Premier Park Ltd - Registered in England & Wales.
Registered No: 06434377 | VAT No: 922 4961 20

Registered Office: Queensgate House, 48 Queen Street, Exeter, EX4 3SR



TRANSFER OF LIABILITY

PCN Reference: **267762**

Vehicle Registration Number: [REDACTED]

If you were not the driver of the vehicle stated when the contravention occurred, or you were the keeper of the vehicle when the contravention occurred but it was in the possession of another person (either with or without your consent), please provide any information that will lead to the true identification of the keeper/driver responsible by completing the following section and returning it to: **Transfer of Liability Department, Premier Park Limited, PO Box 624, Exeter, EX1 9JG** within 28 days of this notice. Should you provide an incorrect address for service we will pursue you for any Parking Charge amount that remains unpaid. Should you identify someone who denies they were the driver we will pursue you for any unpaid Parking Charge amount that remains unpaid.

Please mark the statement(s) below that apply to you. At the time the contravention occurred, to the best of my knowledge, I confirm that:

I was the keeper of the vehicle stated, but the vehicle was Leased / Hired to the person named below.	<input checked="" type="checkbox"/>
I was the keeper of the vehicle stated, but the vehicle was in the possession of the person named below.	<input checked="" type="checkbox"/>
To the best of my knowledge, the keeper / driver (circle appropriate word) of the vehicle is the person named below.	<input checked="" type="checkbox"/>

Name:			
Address:			
	Post Code:		
Your Name:	Signed:	Date:	

D) Registered Keeper's Details and Liability Trail

PCN issued 9th January 2017.

Appeal submission received 30th January 2017 from the Registered Keeper.

Driver details requested however none were received so we waited until after 35 days old from date of issue to respond as per POFA 2012.

Driver is not named, however, Notice to Keeper now states 29 days in respect of providing driver details.

We are therefore holding the Registered Keeper liable for the charge notice.

PCN History

Status	Financial Status	Action	Action Date	Time	Comments
Issued	Awaiting Payment	Created	09-01-2017	20:37	New PCN Created. Issue Date: 2017-01-09 20:23:55
Issued	Awaiting Payment	Modified	09-01-2017	20:37	Ticket Image Added - t267762_1982_1
Issued	Awaiting Payment	Modified	09-01-2017	20:37	Ticket Image Added - t267762_1982_2
Issued	Awaiting Payment	Modified	09-01-2017	20:37	Ticket Image Added - t267762_1982_3
Issued	Awaiting Payment	Modified	09-01-2017	20:37	Ticket Image Added - t267762_1982_4
Issued	Awaiting Payment	Modified	09-01-2017	20:37	Ticket Image Added - t267762_1982_5
Issued	Awaiting Payment	Modified	09-01-2017	20:37	Ticket Image Added - t267762_1982_6
Issued	Awaiting Payment	Modified	11-01-2017	00:02	PCN Deleted from Device.
Issued	Awaiting Payment	Modified	30-01-2017	14:22	Comments changed
Issued	Awaiting Payment	Modified	03-02-2017	15:59	Comments changed
Issued	Awaiting Payment	Modified	09-02-2017	08:15	Automated Request Sent to DVLA
Issued	Awaiting Payment	Modified	10-02-2017	08:15	Response Received from DVLA
Issued	Awaiting Payment	Modified	10-02-2017	08:15	Vehicle Keeper / Driver Details Added.
Issued	Awaiting Payment	Modified	10-02-2017	17:37	First Reminder Confirmed and Sent
Issued	Awaiting Payment	Modified	14-02-2017	16:10	Comments changed
Issued	Awaiting Payment	Modified	14-02-2017	16:11	Comments changed
Issued	Awaiting Payment	Modified	14-02-2017	16:13	Comments changed
Appealed	Awaiting Payment	Status Change	14-02-2017	16:13	PCN Appealed
Appealed	Awaiting Payment	Modified	14-02-2017	16:13	Comments changed
Appealed	Awaiting Payment	Modified	14-02-2017	16:13	Comments changed
Issued	Awaiting Payment	Status Change	14-02-2017	16:13	Appeal Rejected on the 14/02/2017 POPLA Validation Code: 6660457824
Issued	Awaiting Payment	Modified	14-02-2017	16:15	Comments changed
Issued	Awaiting Payment	Modified	14-02-2017	16:16	Comments changed
On Hold	Awaiting Payment	Modified	20-02-2017	09:16	Placed On Hold.
On Hold	Awaiting Payment	Modified	20-02-2017	09:19	Comments changed



Edit PCN - 0000267762

Vehicle Registration [REDACTED]
Issued Date: 09/01/2017 20:23:55

Details

Charges and Payments

Keeper/Driver

Appeals

Letters

Images

History

Vehicle Keeper/Driver Details



Contact Details



Liability Type: **Vehicle Registered Keeper**

From Date: **10/02/2017**

Name: [REDACTED]

Address: [REDACTED]

Action



E) Original Representations and Rejection

Appeal and Appeal Response

NO REPLY

To: Sam Phillips
Subject: RE: Online Appeal: 267762

Dear Mr Phillips,

Re: **Parking Charge Notice 267762**

We write to acknowledge receipt of your recent online appeal, on behalf of the driver, against the issuing of a Parking Charge Notice (PCN) to your vehicle for a breach of the advertised terms and conditions.

We have considered your comments, and after examining all the evidence relating to the issuing of this PCN, we are satisfied that on this occasion the charge was issued correctly and must advise that your appeal has been denied, **as there was no ticket on display in the windscreen area.**

You have now reached the end of our internal appeals procedure.

If you would like to view our photographic evidence, please visit www.pcnpayments.com

You now have three options;

1. Pay the Parking Charge Notice at the 14 day reduced amount of £60.00 by 28th February 2017. Please note that after this time the PCN will revert to the original £100.00 charge. Payment can be made online at www.pcnpayments.com or you may send a cheque made payable to Premier Park Ltd.
2. Make an appeal to POPLA - The Independent Appeals Service, by completing the form which can be found at www.popla.co.uk or write to POPLA - PO BOX 1270, Warrington – WA4 9RL. You will require this unique POPLA verification code 6660457824. If you wish to appeal to POPLA, you will lose the right to pay the charge at the discounted rate of £60.00 and should POPLA's decision not be found in your favour, you will be required to pay the full amount of £100.00. Your appeal to POPLA must be submitted within 28 days from the date of this email. For more information regarding making an appeal to POPLA, please visit www.popla.co.uk
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.
3. If you choose to take no action, we will seek to recover the monies owed to us via our Debt Recovery Service and this may result in proceeding with legal action against you or the Registered Keeper of the vehicle. Please note we will seek to recover all unpaid charges through the use of the Protection of Freedoms Act (PoFA) 2012, Schedule 4 – Collection of Unpaid Parking Charges.

Yours Sincerely,



The Appeals Team
Premier Park Ltd

IMPORTANT INFORMATION

Unless any additional relevant information or facts are provided, Premier Park Ltd considers this to be their final decision regarding this appeal.

Please note that all Credit/Debit card payments are subject to a £1.80 administration charge.

This message was sent from an unmonitored e-mail address. Please do not reply to this message.

-----Original Message-----

From: burst@emailmeform.com [mailto:burst@emailmeform.com]

Sent: 30 January 2017 10:23

To: NO REPLY <noreply@premierpark.co.uk>

Subject: Online Appeal: 267762

PCN Number*: 267762

Confirm PCN Number*: 267762

Vehicle Registration: [REDACTED]

Confirm Vehicle Registration: [REDACTED]

Title*: Mr [REDACTED]

Name*: Sam [REDACTED]

Address Line 1: [REDACTED]

Address Line 2: [REDACTED]

Address Line 3: [REDACTED]

Town/City*: [REDACTED]

County*: Lo [REDACTED]

Postcode*: [REDACTED]

Contact Telephone No. (Including Area Code): [REDACTED]

Contact Mobile No: [REDACTED]

Email Address: *: [REDACTED]

Your association to the appeal in question*: The registered keeper

If other please specify: [REDACTED]

Your Appeal - Please include any supporting information*: Dear Sir or Madam

Appeal - Parking Charge Notice [267762]: Vehicle Registration [REDACTED]

I refer to the above-detailed Parking Charge Notice ("PCN") issued to me by Premier Park Ltd ("Premier") as a Notice to Keeper. I confirm that I am the keeper of this vehicle for the purpose of the corresponding definition under Schedule 4 of the Protection of Freedoms Act 2012 ("POFA") and I write to formally dispute the validity of this PCN.

You will no doubt be familiar with the strict requirements of Schedule 4 of POFA to be followed in order for a parking operator to be able to claim unpaid parking charges from a vehicle's keeper. However, there are a number

of reasons why Premier's Notice to Keeper did not comply with POFA; in order that you may understand why, I suggest that you carefully study the details of Schedule 4, Paragraph 9 in particular.

Premier has now forfeited its right to claim keeper liability. Therefore please confirm that you shall now cancel this charge or alternatively, should you still believe that you have a valid claim, please provide me with the necessary POPLA code so that I may escalate this dispute to POPLA.

Thank you for your cooperation and I look forward to receiving your response within the relevant timescales specified under the British Parking Association Ltd Code of Practice.

Sincerely,

[Redacted Signature]

Please upload any supporting evidence:

:

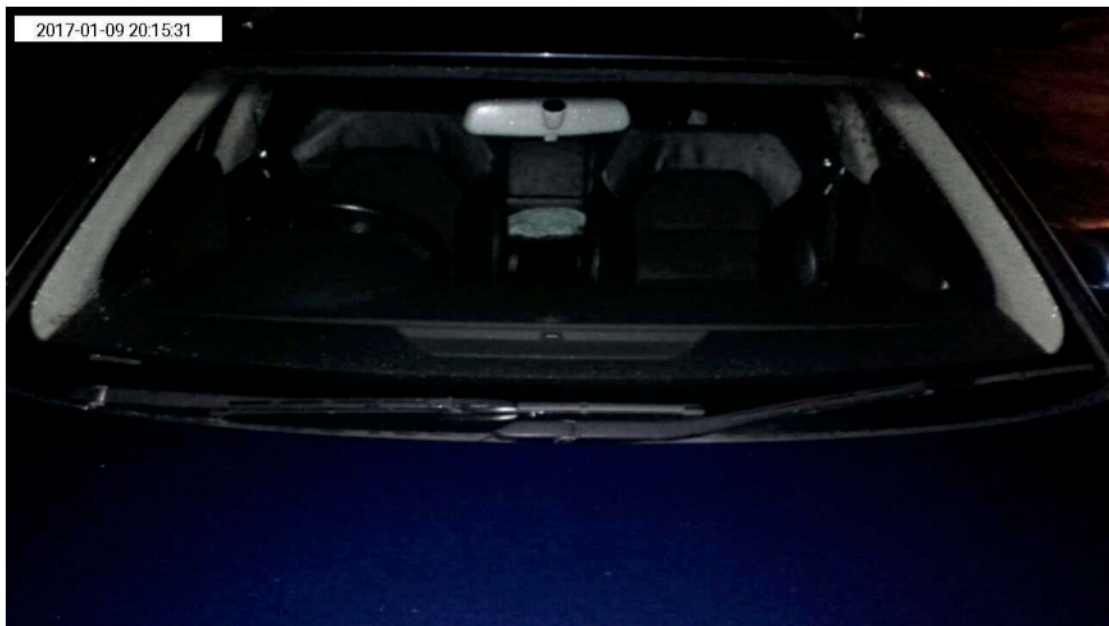
Unique ID:

[Redacted Unique ID]

Visitor IP: 8 [Redacted] 242

F) Images, Plans, etc

Photographic evidence taken at the time of the contravention

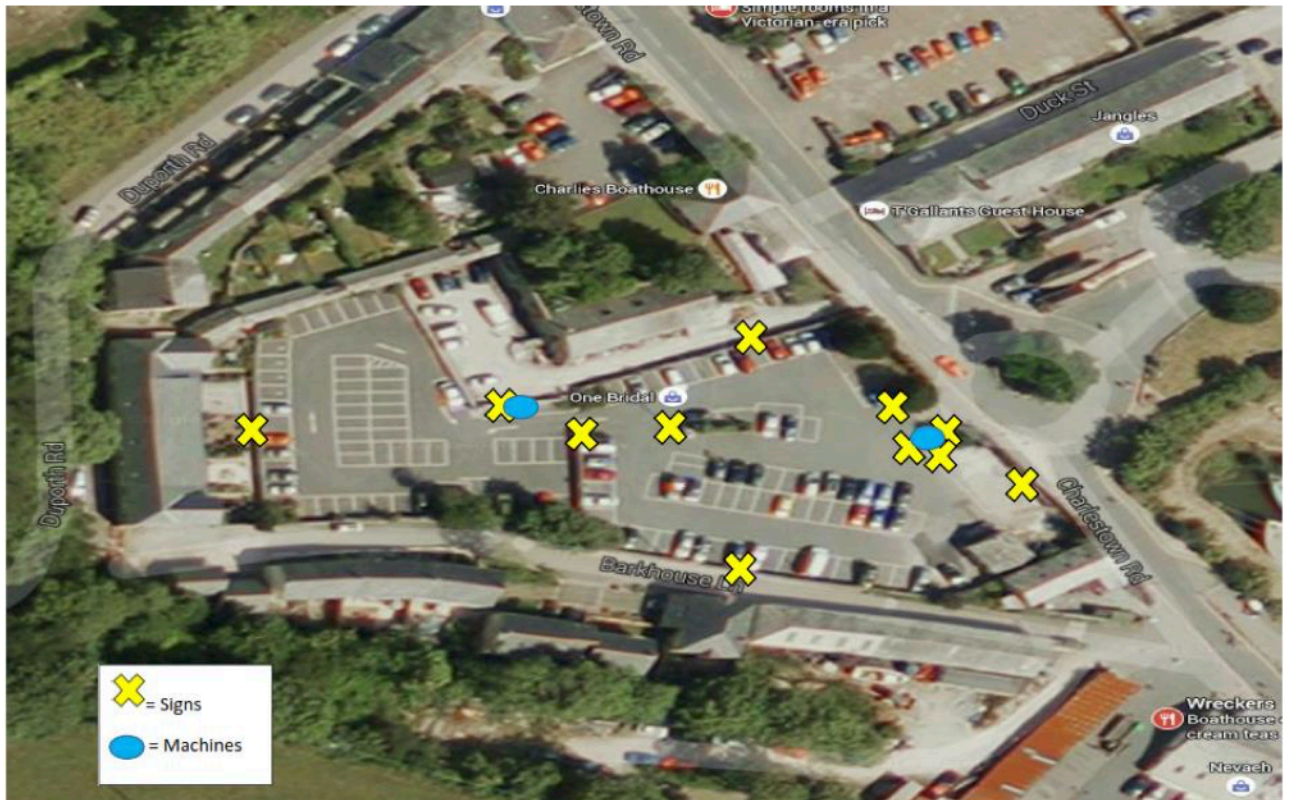






Signage

Site Plan



2016-01-14 19:58:48



2016-01-14 19:58:54



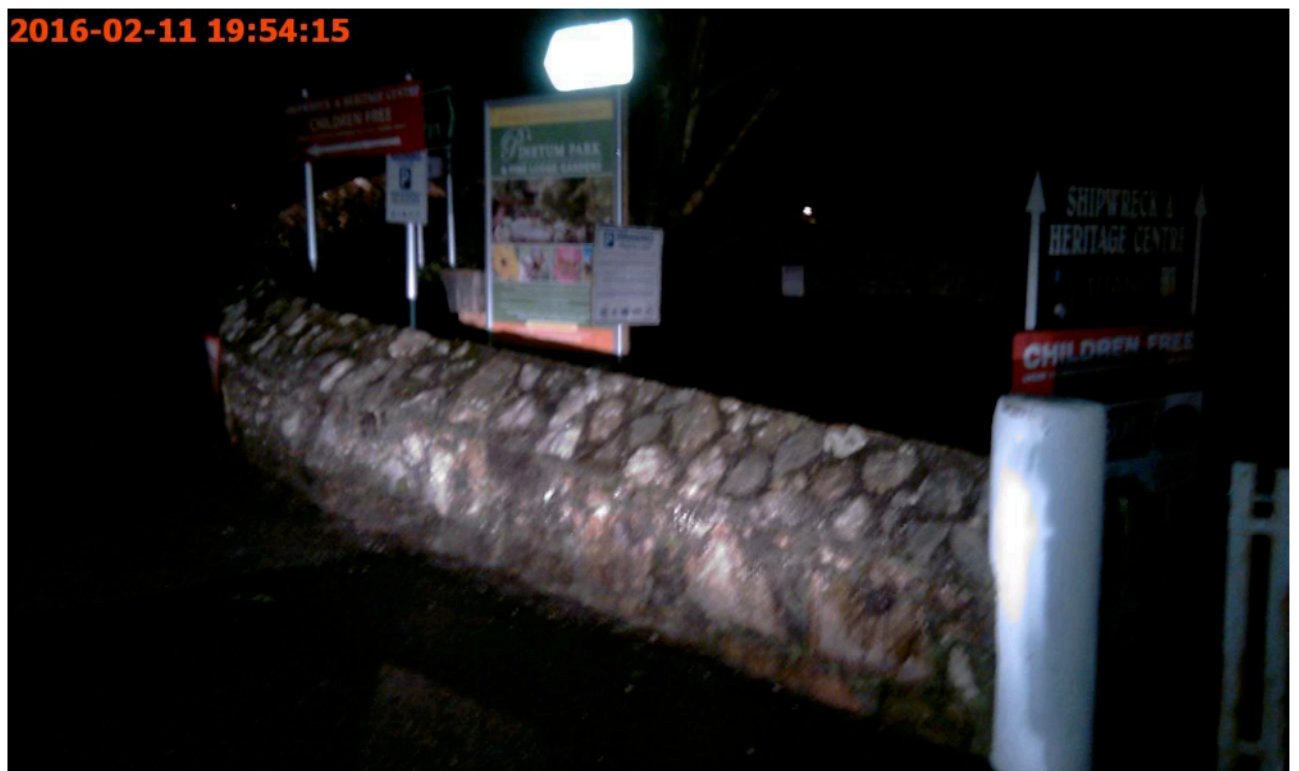
2015-10-10 17:06:19



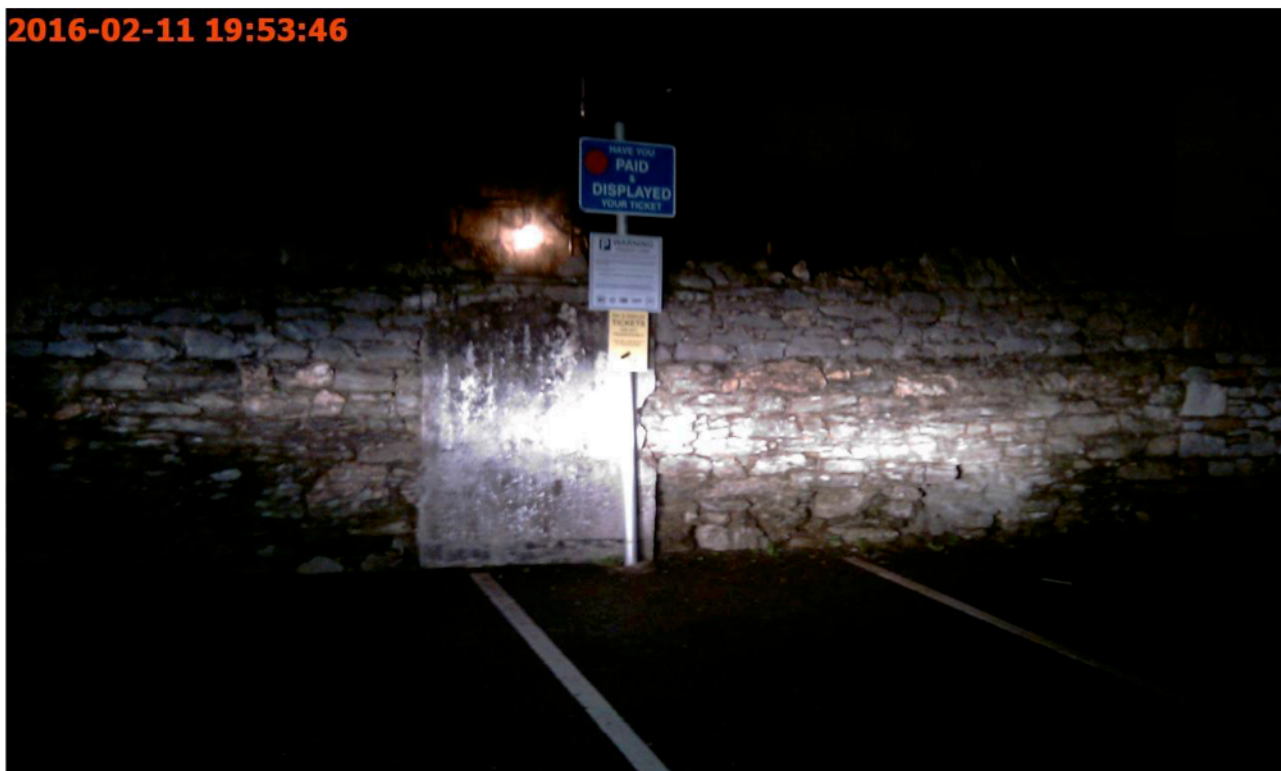




Signage at night



2016-02-11 19:53:46



2016-02-11 19:52:44



2016-02-11 19:50:13



2016-02-11 19:49:38



2016-02-11 19:49:10



2016-02-11 19:48:48



Other Evidence

We enclose a redacted copy of the agreement between Premier Park and Shipwreck & Heritage Centre, to confirm that we have the landowner authority to enforce at this site. The names and signatures of the operators and clients representatives have been redacted for confidentiality. We have supplied the landowner name and address.

We can confirm that neither, Shipwreck & Heritage Centre nor **Premier Park** have applied the notice provisions, and therefore the agreement remains in place.

Consequently we would expect POPLA to be satisfied that **Premier Park** have sufficient authority to issue Parking Charges on the land, on the day of the contravention.

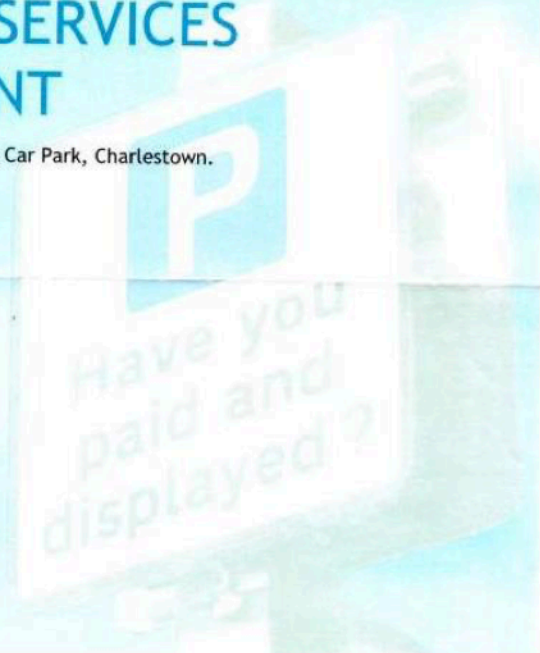


July 2014

Premier Park Limited

PARKING SERVICES AGREEMENT

Shipwreck & Heritage Centre Car Park, Charlestown.



Parking Services Agreement

Client: Shipwreck & Heritage Centre.

Company: Premier Park Limited

Location: Shipwreck & Heritage Centre Car Park, Quay Road, St Austell, PL25 3NJ

The Service: Patrols of parking area all parking is conforming with the advertised terms & conditions

Start Date: 14th July 2014

This contract is between the "Client" Shipwreck & Heritage Centre Car Park, Quay Road, St Austell, PL25 3NJ and Premier Park Limited, Queensgate House, 48 Queen Street, Exeter, EX4 3SR, "The Company" for the provision of the Services, within the client's location.

The terms of these services are set out within this agreement.

1. The Agreement

- 1.1 The agreement is valid for an initial period of One (1) years from and including the start date.
- 1.2 There is a rolling 12 month Contract Extension option in place unless either party serves 30 days written notice on the other after the initial 12 month term.
- 1.3 The Client shall notify the Company in writing of any change of ownership / lease to the land or any section of the land where the scheme is in place.
- 1.4 The Client confirms that they are either the registered land owner of the location(s) included in this agreement or authorised by the landowner to legally enter into this agreement.

2. The Service

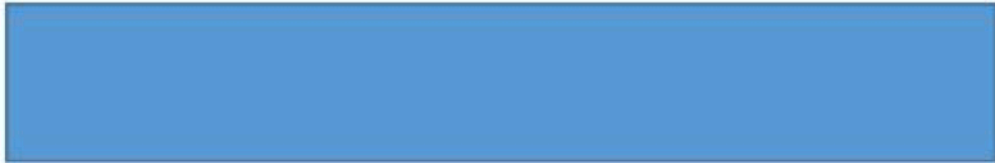
2.1 "The Service" means a physical patrol parking enforcement service at varied times as decided by the company. In addition back office, debt recovery, administration, processing and management of Parking Charge Notices (PCN) issued at the clients location, including (but not limited to) the collection of Parking Charges and the preparation, administration and issuing of Parking Charge Notices where applicable.

2.2 Contractual warning signs shall be erected by the Company in clear and prominent positions agreed in advance with the client and kept at all times clearly visible and free from obstruction by the Client.

2.3 A parking charge may only be issued to a vehicle that park's in contravention of the advertised restrictions on the land, after the erection of the contractual warning signs.

Date contract issued 01/04/2015

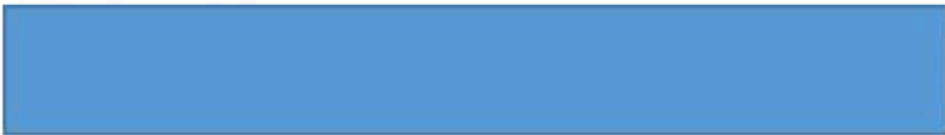




3. Debt Recovery / Legal Action

3.1 The Client allows the Company to authorise parking on its land.

3.2 The Company retains the authority of the Client, to take recovery or other appropriate legal action to recover any unpaid parking charges on behalf of the Company and / or the Client.



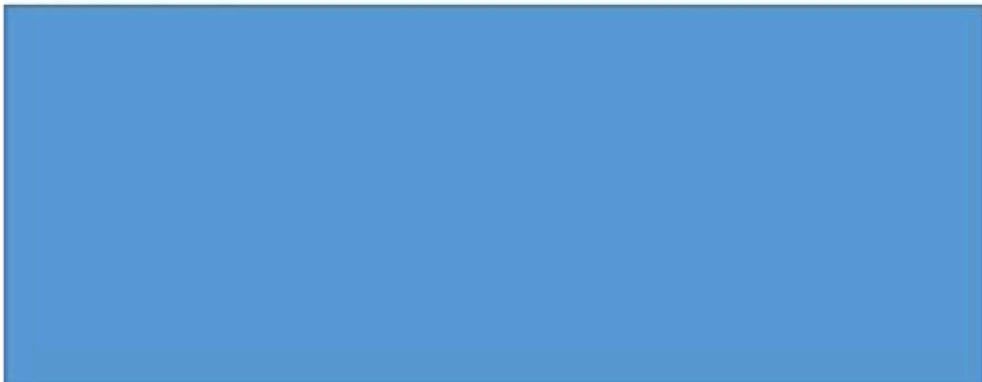
4. Site Specific Conditions

4.1 The Service shall be in operation at all times however the Client has the ability to suspend the service but must give reasonable notice to the Company on any such occasion this may occur to prevent the Company incurring any costs.

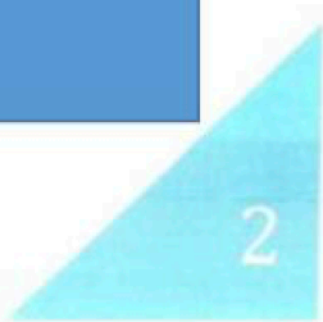


5. Parking Charge Notice (PCN)

5.1 PCN means the Parking Charge Notice of £100.00 issued to a vehicle parked in contravention of the advertised terms & conditions by the registered keeper or driver of the vehicle at the date of the event. The £100.00 charge will be reduced to £60.00 if paid within fourteen days. The £100.00 charge will increase after the 28 day stage to include reasonable additional recovery costs and / or legal fees in line with current legal & voluntary industry guidelines.



Date contract issued 01/04/2015



6. Contractual Terms (Signs)

6.1 The Client and the Company will decide the contractual terms to be in place for each parking area in the Client's boundary.

6.2 A separate shorter agreement will be put in place with a separate location code allocated to assist with appeals, court action or similar for parking enforcement cases only. Any advertised Restrictions will be deemed to be in place on a continual basis unless stated differently on location signs.

7. Appeals

7.1 All appeals will be dealt with by the Company following the terms, conditions, guidelines & timescales laid down by the British Parking Association (BPA) through its Approved Operator Scheme (AOS) or any other similar scheme that may become available.

7.2 The client will have access to this process at each stage as stated at section 5, subsection 5.3.

8. POPLA (Parking on Private Land Appeals)

8.1 POPLA is the independent appeals service offering alternative dispute resolution to the motorist. If an appeal is rejected by the Company the motorist will be issued with a POPLA code to enable them to utilise this process. POPLA is independent of all the Parties to the appeal, and independent Assessors make the appeal decisions.

8.2 The Company will meet the reasonable costs and the administration time in preparing and defending any POPLA case on behalf of the Company and Client.

8.4 The Company may use any alternative Independent appeals body that may become available during the term of this agreement.

9. Signs & Equipment

9.1 The Company will supply and install all necessary signs required to comply with BPA guidelines.

9.2 Signs & equipment will be installed under the guidance of, and in agreed locations, with the Client.

9.3 The Client will ensure that any signs or equipment erected, at the agreed locations, on the Clients land are kept clear, visible and free from obstruction;

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10. Collected Parking Charge Notices (PCN)



11. Implementation & Annual Support Costs



12. Standards

12.1 Premier Park will retain membership of and will comply with the BPA Code of Practice and Approved Operator Scheme and only use any DVLA approved appeals service or other such similar recognised trade scheme that may become available.

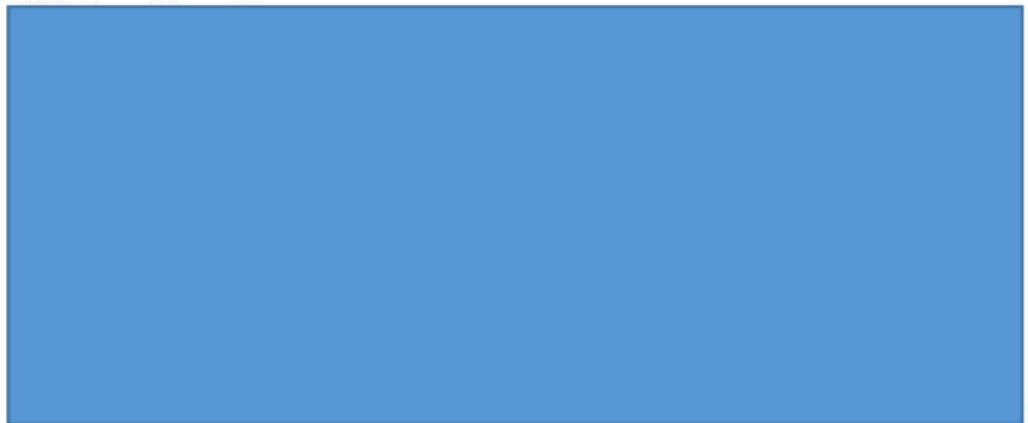
13. Insurance



16. Terminating the Agreement



17. General Contract Terms



Date contract issued 01/04/2015



Please sign below to confirm your parties agreement to the terms within.

The Client:

Print: [Redacted]

Sign: [Redacted]

Position: OWNER

Signed For and on behalf of: Shipwreck & Heritage Centre

Date: 22-1-2014

The Company:

Print: [Redacted]

Sign: [Redacted]

Position: Director

Signed for and On behalf of: Premier Park Limited

