



GLADSTONES
—SOLICITORS—

Mr [REDACTED]
[REDACTED]

Your Reference:
Our Reference: [REDACTED]

18th April 2019

Dear Mr ATILLA ADAYDIN

Re : Our Client : UK Car Park Management Limited
Claim Number: [REDACTED]

We act for the Claimant in the above matter.

Please find enclosed, by way of service, the Claimant's Witness Statement.

The assumption is that our Client is not attending the hearing and therefore we kindly request this notice be treated as a notice pursuant to CPR 27.9. However on some occasions our Client may wish to attend and will do so.

We confirm the statement has been filed at the Court.

Yours sincerely

Gladstones Solicitors

CLAIM NO: [REDACTED]

UK Car Park Management Limited

(CLAIMANT)

-AND-

Mr [REDACTED]

(DEFENDANT)

WITNESS STATEMENT OF Sophie Fenn

I, **Sophie Fenn**, OF 19 New Road, Brighton, W1B 3HH **WILL SAY AS FOLLOWS:**

1. I am the Employee of the Claimant Company ('my Company') and I am duly authorised to make this statement on its behalf. The facts and matters set out in this statement are within my own knowledge unless otherwise stated and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified; facts and matters derived from other sources are true to the best of my knowledge and belief.
2. Exhibited to this Witness Statement at 'GSL1' are the following documents which my Company wishes to rely upon;
 - i) The Agreement authorising my Company to manage parking on the relevant land (as described therein and hereinafter referred to as 'the Relevant Land');
 - ii) The Sign ('the Contract');
 - iii) The Site Plan;
 - iv) Notices;
 - v) Photographs of the incident.
3. The Defendant is liable for a parking charge relating to the parking of a vehicle on the Relevant Land in a manner so as to incur the same pursuant to the Contract (i.e. the Sign). Set out in the Schedule below are details of the parking charge;

PCN Number	Date of Charge	Location	Description
[REDACTED]	[REDACTED] 2017	Aura - Burnt Oak Broadway Edgware London HA8 5AQ	Parked on Yellow Lines

Preliminary matter

4. My Company is unable to reproduce an exact replica of the Parking Charge Notice ('PCN') which was placed onto the Defendant's vehicle as the original was left on the windscreen on the date the charge was issued. Exhibited to this Witness Statement is a replica of the PCN; save for the fact that the PCN issued to the Defendant's vehicle made no mention of the General Data Protection Regulations which came into effect as of 25 May 2018. My Company does confirm however that all the pertinent information regarding the PCN such as the PCN number and vehicle registration are the same as those detailed in the original PCN affixed to the Defendant's vehicle windscreen at the time the PCN was issued. In addition, the relevant information pertaining to the notice being compliant with the criteria of Paragraph 7 of Schedule 4 of the Protection of Freedoms Act 2012 ('POFA') was satisfied in the PCN issued to the Defendant.

The Defence

Not the driver

5. The Criminal Case of Elliott v Loake 1983 Crim LR 36 held that the Registered Keeper of a vehicle may be presumed to have been the driver unless they sufficiently rebut this presumption. To date the Registered Keeper has been invited on numerous occasions to identify the driver, yet has failed to do so. The Court is therefore invited to conclude it more likely than not that the Registered Keeper (i.e. the Defendant) was the driver.
6. In the alternative, if the Court is not able to infer that the Defendant was the driver then the Defendant is pursued as the Registered Keeper of the vehicle pursuant to Schedule 4 of the Protection of Freedoms Act 2012 ('the Act') Paragraph 4(1) which states:

"The creditor has the right to recover any unpaid parking charges from the keeper of the vehicle."

7. Paragraph 2 of the Act states that; the "keeper" means the person by whom the vehicle is kept at the time the vehicle was parked, which in the case of a registered vehicle is to be presumed, unless the contrary is proved, to be the registered keeper.
8. The relevant Notice was sent to the Defendant in accordance with the Act and the Registered Keeper (the Defendant) failed to nominate who was driving the vehicle prior to these proceedings which is required under paragraph 5(2) of the Act.
9. Despite having had ample opportunity to do so the Defendant to identify the driver either adequately or at all. The Court is therefore invited to conclude it more likely than not that the Registered Keeper (i.e. the Defendant) was the driver.

No contract

10. The Defendant suggest there was no contract. The rules of interpretation require simply that the parties knew of their obligations to one-another. The Defendant was offered to use the Land and thereafter either follow the rules and park for free or in breach of the rules agree to pay £100. The rules here just so happen to be that to park, they were not to park on yellow lines.

11. In the case of *Alder v Moore* (1961) the court concluded that one should consider the obligations imposed by the agreement, not the terminology used i.e. the agreement's substance, not form.
12. The principles in this case are the same as in the *Parking Eye* case, save that in the *Parking Eye* case, as the particular parking rules were different, the rule breached was that motorists must leave the site within 2 hours, whereas here, as set out above, the rule was not to park on yellow lines. In that case it was accepted as an established principle that a valid contract can be made by an offer in the form of the terms and conditions set out on the sign, and accepted by the driver's actions as prescribed therein.
13. The Court may conclude that the Land is managed as follows; the Claimant grants a contractual license to all; this license allows anyone permission to be on the Land. This is inferred by the nature of the land and the lack of any general prohibition of entry on the signage. In this regard, the Defendant (as were all the motorists) was offered to comply with the normal conditions (as clear on the sign), or park otherwise than in accordance with the normal conditions and incur a £100 charge. The acceptance was at the point the Defendant decided to park, having read the sign, and his consideration was the promise to pay £100 for the privilege of parking outside the normal conditions. The Claimant's consideration is the provision of parking services.
14. I refer to the Court to Judge Hegarty's comments in *ParkingEye v Somerfield* (2011) that "If this is the price payable for the privilege, it does not seem to me that it can be regarded as a penalty, even though it is substantial and obviously intended to discourage motorists from leaving their cars on the car park".
15. Alternatively; it could be concluded that, any person can use the Land provided they do not exceed the licensed activity as set out on the sign and in failing to comply with the license granted to them, they in turn agree to the Claimant's entirely distinct offer from that license which is 'to park otherwise than in accordance with the license for a charge of £100'.

No authority to enforce charges

16. As the contract is between my Company and the Defendant, my Company does have the authority to enforce parking charges. However, both *VCS v HM Revenue & Customs* (2013) and *Parking Eye v Beavis* (CA 2015) made it clear that a contracting party need not show they have a right to do what they have promised in the performance of a contract, nor is (in the case of a parking operator) the agreement between Operator and Landowner of any relevance. In any event, and without concession, the Agreement exhibited to this Witness Statement evidences my Company's authorisation to operate / manage the Relevant Land on behalf of the Landowner.

17. Lord Justice Lewison commented in *VCS v HM Revenue & Customs* [2013] EWCA Civ 186;

(1) *"The Upper Tribunal's reasoning on this part of the case was that since VCS did not have the right under its contract with the car park owner to grant a licence to park, it could not have contracted with the motorist to grant such a right. In my judgment there is a serious flaw in this reasoning.*

(2) *The flaw in the reasoning is that it confuses the making of a contract with the power to perform it. There is no legal impediment to my contracting to sell you Buckingham Palace. If (inevitably) I fail to honour my contract then I can be sued for damages. On the stock market it is commonplace for traders to sell short; in other words to sell shares that they*

do not own in the hope of buying them later at a lower price. In order to perform the contract the trader will have to acquire the required number of shares after the contract of sale is made. Moreover, in some cases a contracting party may not only be able to contract to confer rights over property that he does not own, but may also be able to perform the contract without acquiring any such right. Thus in Bruton v London and Quadrant Housing Trust [2000] 1 AC 406 a housing trust with no interest in land was held to have validly granted a tenancy of the land to a residential occupier. The tenancy would not have been binding on the landowner, but bound the two contracting parties in precisely the same way as it would have done if the grantor had had an interest in the land.

(3) *Thus in my judgment the Upper Tribunal were wrong to reverse the decision of the FTT on the question whether VCS had the power to enter into a contract. Having the power to enter into a contract does not, of course, mean that VCS necessarily did enter into a contract with the motorist to permit parking”.*

Particulars of Claim

18. The Claim is issued via the County Court Business Centre which is a procedure specifically provided for in the Civil Procedure Rules. This only allows the Claimant to insert brief details of the Claim. In any event, I can confirm that the Particulars of Claim contained sufficient information for the Defendant to be aware of what the claim relates to; namely:-

- i) The date of the charge;
- ii) The vehicle registration number;
- iii) The Parking Charge Notice number;
- iv) The amount outstanding;
- v) That it relates to parking charges; and
- vi) That it is debt.

19. I refer to paragraph 5.2A of Practice Direction 7E which states that “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”.

20. Further, prior to proceedings being issued the Defendant was sent notices in accordance with the Act and a Letter Before Claim. As such, the Defendant would have been aware of the charge which is the subject of this claim.

Defendant alleges Notice not POFA compliant

21. The Defendant avers the Notice to Keeper does not comply with the requirements of the Act. My Company has complied with the Act, specifically paragraph 8(2)(a)-(i) as the Notice specifies:

- a. The vehicle, the Relevant Land and the period of parking;
- b. The driver is required to pay the charge and the charge has not been paid in full;
- c. The notice to driver has been given;
- d. The amount which remains unpaid;

- e. The driver's name and address is not known and invited the keeper to pay or transfer liability;
- f. The warning to the keeper that if at the end of 28 days the amount has not been paid and the creditor does not know the name and address of the driver the creditor will have the right to recover from the keeper any amount that remains unpaid;
- g. To the keeper the arrangements for resolution of disputes/ complaints;
- h. The identity of the creditor and specifies how and to whom payment or notification to the creditor may be made; and
- i. The date on which the notice is sent.

22. The Notice was also sent within the time period laid down in paragraph 8(5) of the Act, i.e. within 56 days beginning with the day after the notice to driver was given. My Company's Notice therefore complies with the requirements of the Act and is able to pursue the Defendant.

The Counterclaim

23. My Company have already filed a defence to counterclaim in relation to these proceedings. For the avoidance of doubt, the Claimant rejects any and all submissions made by the Defendant with respect to the Counterclaim. In view of this, the Claimant requests the counterclaim be struck out, as it has no reasonable prospect of success.

Solicitors Costs

24. The Defendant alleges he should not pay legal costs in small claims. My Company is entitled to costs of £50 pursuant to CPR 27.14 and 45.2.

Appeal

25. The Defendant had the opportunity to appeal yet did not in the requisite time frame. The PCN affixed to the vehicle windscreen clearly detailed my Company's appeals process. Further, the Final demand, sent to the Defendant on 23 May 2017 again. Provides information on the appeals process. In any event, had the Defendant appealed on the same grounds as they now defend this claim it would have, similarly, been refused. Further, irrespective of whether or not an appeal was made, it would not impact on the lawfulness of the parking charge.

Not a genuine pre-estimate of loss

26. The Defendant alleges that the sum claim is not a genuine pre-estimate of loss. As stated above, the sign clearly states that vehicles parked in breach of any of the terms stipulated on that sign would be liable for a £100 charge. If the driver does not agree to the charge, they need to ensure they park in accordance with the terms.

27. The charge sought (£100) is industry standard and is set at a rate so as to suitably satisfy my Company's legitimate interest. In the case of *ParkingEye v Beavis* 2015 it was held that an £85.00 charge was neither extravagant nor unconscionable. The Accredited Trade Associations of which parking operators must be a member in order to apply for DVLA data prescribe a maximum charge of £100. My Company's charges are within this level. The charge is not, therefore, excessive.

28. The decision of the Supreme Court also considered 'a genuine pre-estimate of loss' and a penalty / deterrent' and held;

"The true test is whether the impugned provision is a secondary obligation which imposes a detriment on the contract-breaker out of all proportion to any legitimate interest of the innocent party in the enforcement of the primary obligation."

29. In view of the above, the commercial interests of the parties, rather than the financial implications of a breach, has become a focus when deciding whether a clause is a penalty. My Company does have a legitimate interest; it has an interest to its Client to operate a parking scheme on the Relevant Land, an interest to other motorists / customers and retailers. In ParkingEye v Beavis it was made clear that the charges are not penal, nor do they have to be reflective of the parking operator's loss. Furthermore, they are they are entitled to be at a level that provides a deterrent effect

IPC

30. My Company, since October 2015, are a member and approved Operator of their Accredited Trade Association, International Parking Community ("IPC") as stated on my Company's signs.

Consent of resident to park

31. The Defendant avers the parking space belongs to a resident. Respectfully, the Defendant has provided no evidence of this. Without concession, the resident may have a right to park however; this right would not extend to the Defendant as the Defendant is not a tenant/ leaseholder of the property and therefore has no rights over the parking space.

DPA Breach

32. My Company has not breached the Data Protection Act. My Company obtained the Defendant's name and address from the DVLA as the parking charge remained unpaid. My Company had reasonable grounds to request the Defendant's details from the DVLA pursuant to schedule 4 (1) of the Protection of Freedoms Act 2012, which states *"The creditor has the right to recover any unpaid parking charges from the keeper of the vehicle"*.

33. The Claimant alleges that my Company has breached the Data Protection Act however has failed to provide any documentation in support. Nevertheless, this is rejected.

34. It is evident my Company is a private parking Company which operates parking enforcement/management on the Relevant Land. Signs were erected on the Relevant Land which details the applicable parking regulations. The signs form the contract between my Company and the motorist.

35. My Company has entered into a contract with the DVLA for the provision of data regarding the keeper of the vehicle at the date of an event using an electronic service, otherwise known as the KADOE Agreement. My Company has to ensure that it complies fully with the data governance and control requirement and procedures laid down in that Agreement.

36. As stated above a parking charge notice was issued as the Defendant's vehicle was found parking on the Relevant Land not in accordance with the signs. In light of this, my Company had a 'reasonable cause' to apply to the DVLA for the Registered Keeper (Defendant's) details. The information was sought from the DVLA in good faith.
37. My Company processed the Defendant's details in order to recover the unpaid parking charge (which was issued correctly and which the Defendant is liable for, pursuant to the contract) and therefore the processing of the data was necessary. Further, the data has not been processed unlawfully or unfairly. As stated above the Defendant's data was processed to recover the unpaid parking charge which was owed to my Company and therefore my Company had legitimate grounds for collecting and using the data.
38. Further to the above, the signs advise that if the parking charge remains unpaid it may result in vehicle keeper details being requested from the DVLA. As such, I respectfully submit the Defendant was or ought to have been aware that such a request would be made therefore rendering the processing of data fair. The data was then passed to Gladstones Solicitors Ltd when my Company instructed them to seek recovery of the unpaid parking charge. The processing of such data did not unjustifiably have a negative effect on the Defendant.
39. The signs on the Land are clear and unambiguous and state, "You must park wholly within a marked bay. No parking on roadway/yellow lines/ Paved/hatched or landscaped areas". By parking in the manner in which they did, i.e. on a yellow line, the charge was properly incurred.

The Current Debt

40. In view of the Defendant not paying the charge within the 28 days allowed they are in breach of the contract. Breach of contract entitles the innocent party to damages as of right in addition to the parking charge incurred.
41. My Company is an Accredited Operator of the International Parking Community (IPC) who prescribes a maximum charge of £100. The Code of Practice states:
- "Parking charges must not exceed £100 unless agreed in advance with the IPC. Where there is a prospect of additional charges, reference should be made to this where appropriate on the signage and/ or other documentation.
- 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."
42. In view of the Defendant not paying the charge within the initial 28 days allowed or the further 28 days allowed after the Notice to Keeper has been sent, the parking charge has become overdue and a reasonable sum of £60 has been added.
43. The Sign states the prescribed charge for failing to comply with the terms is £100, however it also specifies, "Where a parking charge becomes due an application may be made to the DVLA for the keeper's details. Non-payment will result in additional charges which will be added to the value of the charge and for which the drier will be liable on an indemnity basis". Further, the Letter Before Claim also made it clear the debt may increase in respect of costs and interest if a claim had to be issued. Due to the Defendant not paying the charge the matter was passed to my

Company's legal representatives, Gladstones Solicitors Ltd, who were instructed to commence legal proceedings. The potential additional costs mentioned above are now sought.

44. The debt has, as a result of this referral risen as my Company's staff have spent time and material in facilitating the recovery of this debt. This time could have been better spent on other elements of my Company's business. My Company believes the costs associated with such time spent were incurred naturally as a direct result of the Defendant's breach and as such asks that this element of the claim be awarded as a damage. The costs claimed are a pre-determined and nominal contribution to the actual losses. Alternatively, my Company does have a right to costs pursuant to the sign (i.e. the contract).

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true.

Signed: 

Print: Sophie Fenn

Dated: 17/04/2019



UK Car Park Management

19 New Road
Brighton
BN1 1UF

Tel. 0845 463 5050
Fax 0845 463 5050
www.uk-cpm.com

Parking Enforcement Contractual Agreement

This agreement is made on the 01/10/2015 between Ringley Ltd. whose address is Ringley House, 349 Royal College Street, London, NW1 9QS (The Proprietor) and UK Car Park Management Ltd (*Company Registration No 07383860*) whose registered office is 19 New Road, Brighton, BN1 1UF (the contractor) of the other part.

RECITALS

1. The contractor is in the business of operating a parking enforcement service by issuing a parking charge to vehicles that contravene parking restrictions that are detailed below.
2. The proprietor is desirous of entering into an agreement with the contractor for the contractor to provide the proprietor the services referred to in recital 1 above. Hereof at the land specified below:

THIS AGREEMENT SHALL RELATE TO THE FOLLOWING SITE:

Aura, Burnt Oak, Broadway Edgware, London, HA8 5AQ
Hereinafter referred to as "The Site"

APPLICABLE PARKING RESTRICTIONS:

PERMIT HOLDERS ONLY (corresponding to bay number)
NO PARKING ON THE ACCESS ROAD

The proprietor may request that the Contractor add, alter or remove any of the above addresses and restrictions by giving 28 days notice in writing to the contractor and thereafter the Contractor shall within a reasonable period, amend the Parking Restrictions applicable to the site and the Notices thereon to reflect the new Terms and Conditions. Such Terms and Conditions to replace or amend those herein.

IMPLEMENTATION SCHEDULE:

Parking Permit delivery:	05 / 10 / 2015
Signage installation:	05 / 10 / 2015
Commencement:	12 / 10 / 2015

It is hereby agreed:-

1. INTERPRETATION:

Reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

Reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

The words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation"; and

Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.

Words importing the singular meaning include where the context so admits the plural meaning and vice versa;

Words importing the masculine include the feminine and the neuter;

If any part of this agreement is subsequently deemed void or unenforceable for any reason then the contract shall be construed without reference to that part. The remainder of this contract shall be unaffected and enforceable as if any such part were omitted.

In this agreement the following expressions shall have the following meanings:

“Notices” Shall mean warning notices as supplied and installed by the contractor and agreed by the proprietor, placed on the premises advising persons that they will be issued with a parking charge if parked in contravention of the Applicable Parking Restrictions.

“Parking Charge” Shall mean the fee charged for the parking or for any breach of the parking Restrictions howsoever described on the notices.

“Premises” Shall mean “the Site” as detailed above or as provided by in any subsequent amendment to this agreement in accordance with the terms herein.

2. THE CONTRACTOR'S OBLIGATIONS

2.1 To erect and/or place free of charge such numbers of Notices as shall be agreed with the proprietor in clear unobscured positions on the Premises and thereafter maintain the same in good repair and to effect such repair and maintenance promptly on receipt of a notice from the proprietor requiring that the repair and/or maintenance should be carried out and the contractor shall incur all costs in respect thereof and during normal working hours to maintain an employee of the contractors to administer the contractors obligation herein.

2.2 To issue a parking charge to any vehicle in breach of the Parking Restrictions

2.3 To collect all parking charge fees in respect of parking charges issued, and to retain the same. The contractor may use legal action to recover charges due from drivers charged for unauthorised parking. And it is hereby expressly agreed that the Contractor shall be considered ‘the Creditor’ for the purposes of the Protection of Freedoms Act 2012.

2.4 From the date hereof until the termination of this agreement to indemnify and keep indemnified the proprietor in respect of any act of negligence or breach of statutory duty by any of its employees, servants or agents in carrying out their duties pursuant to this agreement, and for the duration of this agreement to maintain an insurance policy with a reputable provider for any such acts. Such insurance policy shall be produced to the proprietor upon demand. The contractor shall be solely liable for any such damages and shall not assign or subcontract its obligations or powers under this agreement.

2.5 The contractor shall within a reasonable period and at their own expense remove all its property from the Premises upon the termination of this agreement and will make good any damage caused by the removal of the signs.

2.6 The contractor's operatives will adhere to the Code of Practice of an Accredited Trade Association.

3. THE PROPRIETOR'S OBLIGATIONS

3.1 Where a vehicle is parked in contravention of the Parking Restrictions and where he considers that a parking charge notice should be issued to the driver under the parking enforcement service, the proprietors shall inform the Contractor who shall endeavour to issue the driver with a parking charge. Provided that the Proprietor shall not be liable to the contractor for any failure to inform the Contractor of the presence of any vehicle on the premises or in the event that the vehicle has vacated the premises after the Proprietor has informed the Contractor of the registration number.

3.2 To permit the Contractor its servants or agents to enter upon the premises to perform their duties under this agreement (subject to any statutory or other legal conditions or restrictions or any requirements or any person holding an interest in the premises superior to that of the Proprietor)

4. DURATION AND TERMINATION

4.1 This agreement shall endure indefinitely unless and until terminated in accordance with the provisions of this part.

4.2 Both parties shall be released from their respective obligations hereunder in the event of any national or local government statutes regulations or legislation rendering unlawful the issuing of parking charge notice of vehicles on private land save that the Contractor shall remain liable to indemnify the Proprietor under clause 3.6 in relation to any claims arising to the date prior to legislation.

4.3 This agreement shall be terminated by either party giving 28 (twenty-eight) days notice in writing to the other at any time.

4.4 UK Car Park Management Ltd will remove all signage in connection to the scheme within a reasonable period should either party terminate this contract in accordance with the provisions herein.

5. GENERAL

5.1 Each party shall be liable to pay the other damages for any breach of this agreement and all reasonable and proper expenses or costs incurred by the aggrieved party enforcing its rights herein under.

5.2 All notices and materials used in the erection of them, except any provided by the Proprietor, shall be owned by and remain the property of the Contractor.

5.3 All notices placed on the premises are subject to approval of both the Proprietor and the Contractor.

5.4 This Agreement is governed by the law of England and Wales, and is subject to the exclusive jurisdiction of the courts of England and Wales.

6. FORCE MAJEURE

A party shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event

7. CONFIDENTIALITY

Each party to this agreement undertakes not to disclose the contents of this agreement to any person who is not a party to it or is not acting as their advisor, employee, servant or agent or unless it is required to be disclosed by any rule of law.

8. DECLARATION

8.1 We, the undersigned, hereby confirm that we have read the terms of this agreement and that we are duly authorised or empowered to enter into this agreement on behalf of the Client or the Company as the case may be.

8.2 The Client confirms that he is either the Owner or Legal Occupier of the Site(s), and that he is duly authorised or empowered to enter into this agreement.

Signed on behalf of the Contractor:  Date: 01/10/2015

Signed on behalf of the Proprietor:  Date: 02/10/2015

PARKING CONDITIONS

Private Property | Terms & Conditions



A VALID UK CPM PERMIT MUST BE CLEARLY DISPLAYED IN THE FRONT WINDSCREEN AT ALL TIMES.

Vehicles displaying bay or area allocated permits must park in the corresponding bay or area



YOU MUST PARK WHOLLY WITHIN A MARKED BAY. NO PARKING ON ROADWAYS / YELLOW LINES / PAVED / HATCHED OR LANDSCAPED AREAS



IF UNSURE PLEASE SEEK FURTHER ADVICE FROM CPM OR REFRAIN FROM PARKING

By entering or remaining on this land you agree to abide by all of the Terms and Conditions.
Breach of ANY term or condition will result in the driver being liable for a

Parking Charge of £100

Parking charges are to be paid within 28 days. Card payments are subject £1.50 processing fee. Additional parking charges apply for each 24 hour period, or part thereof, that the vehicle remains in breach or if it returns at any time. Terms & Conditions apply 24 hours a day, all year round. Where a parking charge becomes due an application may be made to DVLA for the keeper's details. Non-payment will result in additional charges which will be added to the value of the charge and for which the driver will be liable on an indemnity basis. Automatic Number Plate recognition may be in use. Images may be captured and retained for enforcement purposes. We are not liable for any loss or damage howsoever caused to any person or property whilst on this site save under any statutory exceptions. Managed by: UK Car Park Management Ltd. PO BOX 3114 Lancing BN15 5BR (Registered in England & Wales (07488960))

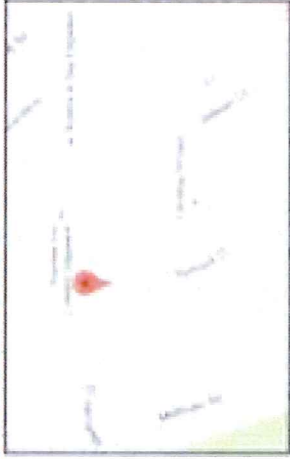
0845 463 5050



Site Plan & Information

Site Address:

Aura
Burnt Oak Broadway
Edgware
London, HA8 5AQ



Permits:

[Redacted]

Site Rules:

✓ [Redacted]

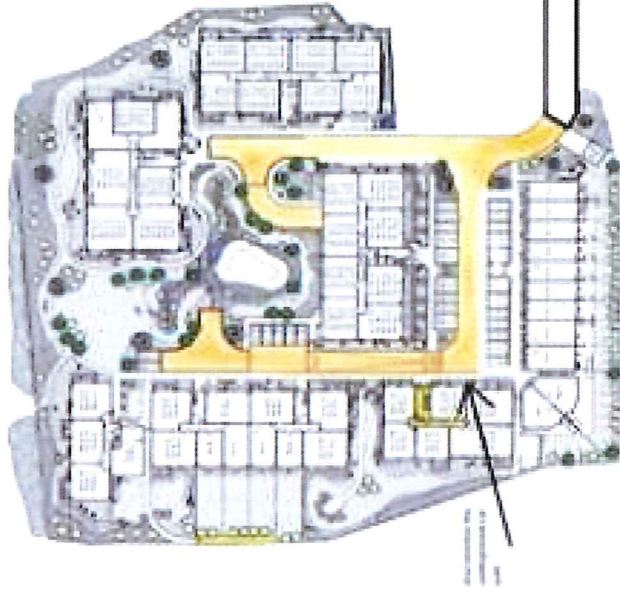
✓ [Redacted]

[Redacted]

[Redacted]

[Redacted]

Start Date: 2019/04/01 - 2019/04/30



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



PARKING CHARGE NOTICE (PCN)

Reference No:	██████████
Vehicle Registration:	██████████
Vehicle Make:	PEUGEOT
Vehicle Colour:	Grey
Observed Time:	20/04/2017 19:14
Date / Time of Issue:	20/04/2017 19:19
Issued By:	██████████
Location Code:	██████████

Location:
 Aura

Issue Reason:
 Parked on Yellow Lines

Issue Reason 2:
 Obstructive Parking

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.

Payment Methods -----

- Internet Payment:**
www.paymyticket.co.uk
- Call our 24 hour telephone payment line:**
0345 463 4040
- Complete the payment slip on the reverse of this notice and send with payment to the following address:**
Payments & Collections,
UK-CPM, PO Box 3114,
Lancing,
BN15 5BR

Appeals - Appeals & Representations can be made online at www.cpmappeals.co.uk or in writing to the above address.

Reference No:	██████████
Vehicle Registration:	██████████

PARKING CHARGE NOTICE

PAYMENT DETAILS
 See overleaf for payment methods. Pay by Telephone 24 hrs 0345 463 4040 or pay online at www.paymyticket.co.uk. You are advised to send postal payments via recorded delivery. Cheques and postal orders should be made payable to UK Car Park Management Ltd. All postal payments must be accompanied by the PCN number, Vehicle Registration Number and the payment slip at the bottom of this notice. Payments received which are not accompanied by this information will be cashed but the creditor will be unable to allocate the payment to the correct PCN. The Parking Charge Notice will therefore remain unpaid and enforcement action will be taken. This will result in additional costs being incurred.

LATE PAYMENTS
 Failure to pay this charge may result in enforcement action which could include County Court proceedings, and which may incur additional costs. 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 dispute liability for this Parking Charge then you may appeal in writing to the creditor named above. Appeals must be received within 21 days beginning with the day after that on which this notice is given. You must provide your full name and address, the vehicle registration number and the Parking Reference at the top of this Notice and your full reasons for contesting liability otherwise your appeal will not be processed.

Appeal decisions should be provided within 28 days. In the event that your appeal is unsuccessful then we will provide you with the appropriate details enabling you to lodge an appeal to the Independent Appeals Service. Details of the appeals procedure can be found at www.theIAS.org. If you do appeal and do not hear from us within 28 days then please contact us, do not assume that your appeal has been successful.

APPEAL TELEPHONE ENQUIRIES
 Due to legal procedures, it is difficult for UK Car Park Management 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 Parking Charge Notice.

INFORMATION

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

COMPLAINTS
 Please note: If you wish to challenge the validity of this charge then you must use the appeals procedure detailed above. Other issues can be dealt with under the complaints procedure. If you wish to complain, you MUST complain to us directly in the first instance by writing to us at Complaints Department po box 3114 Lancing BN15 5BR. If you are not satisfied with our response, then you may refer your complaint to the IPC. Further details can be found at www.theIPC.info.

REGISTERED KEEPER DETAILS AND DATA PROCESSING
 In the event that payment is not made in full within 28 days of issue of this PCN, the vehicle's keeper details may be requested from DVLA and a notice may be sent to the registered keeper. Where enforcement action is necessary, further charges may be incurred that will be added to the value of the PCN. Enforcement action may include County Court proceedings. Non-payment of County Court Judgements may adversely affect your credit rating. We comply with the DVLA requirements on data release and only retain/process information for the purposes for which it was obtained and in accordance with the Data Protection Act 2018. Where recovery action is necessary, data may be shared for that purpose with third party agencies. Please see full privacy notice at: (www.uk-carparkmanagement.co.uk/privacy).

ADVICE NOTE
 Payment of this charge may be pursued by the operator through legal means, including the courts, which may result in you incurring additional costs. You can appeal against the charge by writing to the car-park operator. If you are not satisfied with the outcome, you can make a further appeal to the Independent Appeals Service (IAS). Details are given elsewhere on this notice. The car-park operator has agreed to keep to a code of practice, which states that the parking charge issued cannot be unreasonable or used as a penalty. Free and independent advice is available from your local Citizens Advice Bureau or by calling the Citizens Advice Consumer Advice helpline on 08454 04 05 06.

Name: Mr / Mrs / Miss / Ms

 Address:

 Post Code:
 Telephone:

Please indicate if you require a receipt.



Company No: 07383860

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.

**FORMAL DEMAND
DO NOT IGNORE THIS NOTICE**



UK Car Park Management

Date: 23rd May 2017

Mr [REDACTED]
[REDACTED]

Dear Mr Adaydin

**Payment for the Parking Charge Notice [REDACTED] is overdue.
Please pay the charge of £100.00 now.**

We recently issued Parking Charge Notice (PCN) [REDACTED] to your vehicle because it was parked in a manner whereby the driver became liable for a parking charge at Aura that we are authorised to manage by our client. This PCN was issued on the 20th April 2017 at 19:19 and has not been paid. The reason we issued the PCN to the vehicle is as follows: **Parked on Yellow Lines.**

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).

We, the Creditor, now request this amount is paid using one of the payment methods described overleaf. If you were not the driver of the vehicle, you should notify us (in writing using the form attached) of the name of the driver and a current address for service for the driver and pass this notice on to the driver.

You are advised that if, after the period of 28 days beginning with the day after that on which this notice 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, under Paragraph 9(2)(f) of Schedule 4 of the Protection of Freedoms Act 2012 we will have the right to recover from the keeper so much of that parking charge amount as remains unpaid. The overdue charge will increase to £149.00 in the first instance of further action.

Parking Charge Details

Reference Number: [REDACTED]
 Vehicle Registration: [REDACTED]
 Issued Date: **20th April 2017**
 Issued Time: **19:19**

Amount Due: £100.00

Payment options and instructions can be found overleaf.

Please be advised that all card payments are subject to a £1.50 processing charge



Operating in accordance with the Independent Parking Committee's Code of Practice.



Payment Slip

Return with payment to: **Payments & Collections, UK-CPM, PO Box 3114, Lancing, BN15 5BR**

Parking Charge Notice Number: [REDACTED]

Vehicle Registration: [REDACTED]

Notice Issue Date: **20/04/2017**

I enclose a cheque/postal order for the amount of :
 £ [REDACTED]
 made payable to:
UK Car Park Management 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.paymyticket.co.uk

Please follow online instructions.



By Phone

0845 463 4040

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 made payable to "UK Car Park Management Ltd" or Postal Order for the amount shown and send to the following address:

**Payments & Collections,
UK-CPM, PO Box 3114,
Lancing,
BN15 5BR**

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

Customer Services: 0845 463 5050

UK Car Park Management Ltd,

PO Box 3114,
Lancing,
BN15 5BR

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.

Contesting this Parking Charge

If you would like us to review this Parking Charge, please write to the following address within 28 days of receiving this letter:

Appeals & Enquiries, PO Box 3114, Lancing, BN15 5BR

All correspondence must include your name, serviceable postal address, 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. 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 UK-CPM 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.

Complaints

Please note: If you wish to challenge the validity of this charge then you must use the Appeals Procedure detailed above. Other issues can be dealt with under the complaints procedure.

If you wish to complain, you MUST complain to us directly in the first instance by writing to us at the address at the top of this letter. If you are not satisfied with our response then you may refer your complaint to the IPC. Further details can be found at www.theipc.info

Registered Keeper details and Data Processing

Please note that we have requested the name and address of the registered keeper of the vehicle from the DVLA for the purpose of enforcing this unpaid charge. Such information has been provided in accordance with the Road Vehicles (Registration and Licensing) Regulations 2002.

Data Protection

UK-CPM 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. UK-CPM 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

Wycliffe House
Wycliffe Lane
Wilmslow, Cheshire,
SK9 5AF

www.ico.gov.uk

Release of Information
England/Wales/Scotland

Paying Enquires Section
DVLA
Swansea
SA99 1AJ

www.dvla.gov.uk

UK Car Park Management Ltd - Registered in England & Wales.
Registered No: 07383860. Registered Office: Ground Floor, 19 New Road, Brighton, BN1 1UF



TRANSFER OF LIABILITY

PCN Reference: [REDACTED]

Vehicle Registration Number: [REDACTED]

If you were not the driver of the vehicle stated when the vehicle was parked in the above manner, or you were the keeper of the vehicle stated when the vehicle was parked in the above manner 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 driver responsible by completing the following section and returning it to: **Transfer of Liability Department, PO Box 3114, Lancing, BN15 5BR** within 28 days of this notice.

Please mark the statement(s) below that apply to you. At the time the vehicle was parked in the above manner, I confirm that:

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

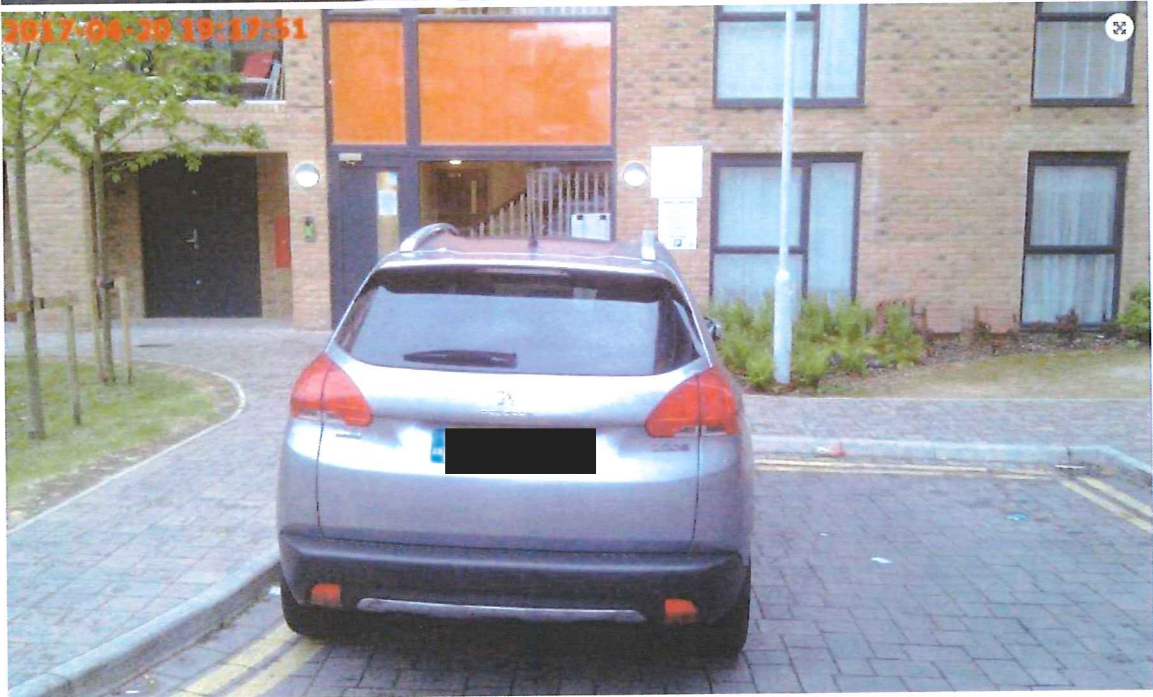
Name:			
Address:			
		Post Code:	
Your Name:		Signed:	Date:



2017-04-20 19:17:42



2017-04-20 19:17:51



2021-09-26 18:12



PARKING CONDITIONS

Private Property. Enforcement in operation 24 hrs. Breach of the Terms and Conditions of Parking will result in the driver being issued with a Parking Charge of £100

TERMS & CONDITIONS OF PARKING



A VALID UK CPM PERMIT MUST BE CLEARLY DISPLAYED IN THE FRONT WINDSCREEN AT ALL TIMES.

When displaying any on-street permit, must park in the corresponding bay or zone



YOU MUST PARK WHOLLY WITHIN A MARKED BAY. NO PARKING ON ROADWAYS / YELLOW LINES / PAVED / MATCHED OR LANDSCAPED AREAS

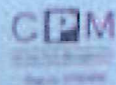


IF UNSURE PLEASE SEEK FURTHER ADVICE FROM CPM OR REFRAIN FROM PARKING

THE FOLLOWING FEES APPLY

PARKING CHARGE: £100 Per Day or part thereof payable within 28 days of issue.
Card payments are subject to 5% processing fee. Failure to pay the parking charge within 28 days may incur additional costs which will be added to the amount of the charge and for which the driver will be liable in full. Expiry. Registered Company details may be requested from the CPMA on the basis of any payment to the jurisdiction of a parking charge. Your park or car may not be properly and lawfully kept. CPMA Ltd, CPMA Management Ltd, 200, 201, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

0845 463 5050







GLADSTONES
SOLICITORS

Mr [REDACTED]
[REDACTED]

TO PAY CALL:
0333 0230 049
OR SEE REVERSE

Our Reference: [REDACTED]
4th January 2018

LETTER BEFORE CLAIM

Dear Mr ATILLA ADAYDIN

Re : Our Client : UK Car Park Management Limited
Amount Due: 160.00
Vehicle Reg: [REDACTED]

We act on behalf of the Claimant and we have now been instructed to commence legal action against you to recover the amount due above, as you have failed to settle the debts that are owing, or provide a valid reason for non-payment. We understand that our client has written to you to request payment but the amounts are still outstanding.

PCN Number	Date of Charge	Location	Charge Amount
[REDACTED]	20/04/2017	Aura - Burnt Oak Broadway Edgware London HA8 5AQ	160.00

The charge amount includes £60 claimed by our Client for its time spent and resource facilitating the recovery of the charge. The amount is a pre-determined and nominal contribution to our Client's losses as a direct result of your non-payment.

In the event the outstanding debt is not paid in full, we are instructed to commence legal proceedings. Our Client is satisfied that it has sufficient evidence to support this claim and, if necessary, will rely on this evidence in Court.

If you believe you have a valid reason for non-payment, you are able to reply pursuant to Paragraph 4 of the Pre-Action Protocol for Debt Claims under the Civil Procedure Rules 1998 ('the PAP'). A version of the Information Sheet and Reply Form taken from the PAP can be completed on our website www.gladstonesolicitors.co.uk. Before completing the online Reply Form, you must first create a login, for which you will require your reference [REDACTED]. Alternatively, you can request a paper version (see overleaf).

We refer you to Paragraph 2.1(c) of the PAP which obliges the parties to act reasonably and proportionately.

Please pay or reply within 30 days of the date of this letter. Any reply received outside of the 30 day period may not be considered as legal proceedings are likely to have been issued.

Yours Sincerely

Gladstones Solicitors

HOW TO PAY



Online

Visit www.gladstonesolicitors.co.uk to make a payment online.



Over the Phone

Call Gladstones Solicitors Ltd Payment Line on 0333 0230 049.



Via Cheque

The cheque must be made payable to 'Gladstones Solicitors Ltd' and send to our registered office.



Via Bank Transfer

You can transfer the payment directly to our designated client account using the following details;

Name – Gladstones Solicitors Ltd

Sort Code – 20-24-09

Account Number – 33028712

Reference - 101295.12619

You MUST include your reference, 101295.12619 when making payment. If you fail to do so, we may be unable to allocate your payment. This may result in further costs being incurred, for which you will be liable.

HOW TO REQUEST A PAPER VERSION OF THE INFORMATION SHEET AND REPLY FORM



Complete the cut-off slip below and return it to our registered address.

Upon receipt of your request we will send a paper version to the postal address to which this letter was sent, unless you request otherwise.

✂ -----

Name:
PCN Number:
Our Ref:
Lead VRN:

I request a paper version of the Information Sheet and Reply Form.

Signed