

Dear Sir/Madam

PCNs Number: xxxxxxxx      date: xxxxxx

I am not ignoring your charge for a purported parking infraction. As this is purely a charge, issued under an alleged contract and the driver has not been identified

I ask you to cancel these PCN for the below reasons.

There is no contract in force as contract notice of cancellation letter dated xxxxx sent to you & was sent again with my previous appeal for PCN no. xxxxx dated xxxxx.

Also contractually you were agreed to pay me £500 as per contract I sent in my letter & notice mentioned above. So please consider this letter as invoice for £500 and I gave you 20% discount if you paid in next 14 days. You can pay by cheque to me as detailed below.

If you chose not to cancel this PCN I require the following information so that I can make an informed decision:

1. Who is the party that contracted with your company? I require their contact details.
2. What is the full legal identity of the landowner?
3. As you are not the landowner please provide a contemporaneous and unredacted copy of your contract with the landholder that demonstrate that you have their authority.
4. Is your charge based on damages for breach of contract? Answer yes or no.
5. If the charge is based on damages for breach of contract please provide your justification of this sum.
6. Is your charge based on a contractually agreed sum for the provision of parking? Answer yes or no.
7. If the charge is based on a contractually agreed sum for the provision of parking please provide a valid VAT invoice for this 'service'.
8. Please provide a copy of the signs that you can evidence were on site and which you contend formed a contract with the driver on that occasion, as well as all photographs taken of this vehicle.

If you believe you have a cause of action, send a Letter before Claim within the next 21 days and I will take advice and will respond.

However, in my opinion, there is a better alternative than legal proceedings, namely that we utilise the services of a completely independent ADR service suited to parking charges. This does not include the IAS appeal service - which lacks any transparency and possibly any independence from the IPC - unlike the alternative offered by the British Parking Association, POPLA, which is transparent and has been shown to be independent.

Do not send debt collector letters and do not add any costs or surcharges. I will not respond to such contact and to involve another firm would be a failure to mitigate your costs which are not my liability because the POFA 2012 can only potentially hold a registered keeper liable *if certain provisions have been met* and even then, the 'amount of the parking charge' is the only amount pursuable.

Yours faithfully,

*Dear PCM*

PCNs Number: XXXXX    date: XXXX

I totally disagree with your decision provided in your letter dated xxxx. As your sign installed in UKPN substation, which I'm working for, I challenge you to show your contract with UKPN.

I decline your invitation to use [www.theIAS.org](http://www.theIAS.org) as alternative Dispute Resolution & invite you to use POPLA for that, so please send POPLA code to start appealing process.

Please do not send debt collector letters and do not add any costs or surcharges. I will not respond to such contact and any more letters you or your representative will send without sending the documents requested in previous & this letter will consider as hassle and I'll take serious legal action against it.

Regards

Dear **PCM**

PCNs Number: XXXXX      date: XXXXX

I ask you to cancel these PCN for the below reasons.

There is no contract in force as contract notice of cancellation letter dated XXXXX sent to you & was sent again & again to you in several occasions.

Also contractually you were agreed to pay me £500 as per contract sent in my letter & notice mentioned above. So please consider this letter as invoice for £500 and I gave you 20% discount if you paid in next 14 days. You can pay by cheque to me as detailed below.

If you chose not to cancel this PCN I require the following information so that I can make an informed decision:

1. Who is the party that contracted with your company? I require their contact details and the full identity of the landowner.
2. Is your charge based on damages for breach of contract? Answer yes or no.
3. If the charge is based on damages for breach of contract please provide your justification of this sum.
4. Is your charge based on an agreed 'fee' for the provision of parking? Answer yes or no. If so, please provide a valid VAT invoice for this 'service'.
5. Please provide a copy of the signs that you can evidence were on site and which you contend formed a contract with the driver on that occasion, as well as all photographs taken of this vehicle.

Do not send debt collector letters and do not add any costs which would be a thinly-veiled attempt at 'double recovery', specifically prohibited by the POFA 2012 Schedule 4. I will not respond to debt collectors and to involve a third party would be a failure to mitigate your costs as well as deliberate and knowing misuse of my data. For the avoidance of doubt, I do not consent to my data being shared or processed by you or your agents.

I contend you have failed to establish keeper liability. So, to continue to process my data now that you have exhausted your only DVLA-allowed purpose (i.e. to invite me to name the driver, which I decline outright) would be wholly unreasonable and contrary to the Data Protection principles. To share, sell, store or process my data at all now you are aware that you have no further excuse or reasonable cause, will be data misuse and I will report you to the Information Commissioner.

I deny liability for any sum at all and you should consider this letter a Section 10 Notice under the DPA. You are required to respond within 21 days.

Yours faithfully,

Your ref. XXXXX

Dear Sir

As I was abroad from XXXX until XXXX I didn't receive your letter dated XXXXX (sent by 2<sup>nd</sup> class postage) until XXXXX, so this is when it was actually deemed 'given' or 'served' to me & you need to count your 14 days from XXXXX. Also your letter dated XXXX delivered on XXXXX

I deny any debt to Parking Control Management UK Ltd as there is no contract in force between PCM & myself to pay to them any money as contract notice of cancellation letter dated XXXXX sent to PCM & was sent again & again to PCM in several occasions (copy of the letter & proof of receiving attached) so I want to take this chance as a proof that PCM solicitor have that contract notice of cancellation letter as well.

Also contractually PCM agreed to pay me £500 for each PCN issued as per amended contract sent in my letter mentioned above. So please consider this letter as invoice for £5000 and need to be paid in next 7 days. PCM can pay by cheque to me as detailed below.

As your letters are not clear that claim is for what or where so please send me copies of all the documents sent by your client including the windscreen notice if one was attached to the vehicle.

When these are supplied, please also confirm whether the intended action is founded on a contractual charge, a breach of a contract or trespass Also I need an answer for the below questions:

1. Who is the party that contracted with your Client for that claim? I require their contact details and the full identity of the landowner.
2. Is that charge based on damages for breach of contract? Answer yes or no.
3. If the charge is based on damages for breach of contract please provide your justification of this sum.
4. Is that charge based on an agreed 'fee' for the provision of parking? Answer yes or no. If so, please provide a valid VAT invoice for this 'service'.
5. Please provide a copy of the signs that you can evidence were on site & locations of all signs at the site as well as all photographs taken of this vehicle.

Please confirm that your client's contract with the land-owner includes specific authority to take legal action and that this will be produced for the court.

When I receive the documents and your explanations I will be in a position to make a more detailed response.

It would be unreasonable to proceed with litigation before you have clarified your client's cause of action.

I look forward to your response

Yours Faithfully

Your Ref XXXXX

Dear Sir / Madam

Thank You for your letter dated XXXX replying to my letter dated XXXX

You didn't submit any of the documents or details required in my letter mentioned above & Your position that the documents or details cannot be provided at this stage of a claim is perverse.

They are necessary to ascertain whether your client has any right to bring the claim at all.

The required documents & details are only one of the conditions that your client must meet and your refusal to provide a copy to check its content is unreasonable. Unless you are in the habit of issuing claims without first inspecting your clients' most basic documents, this only required printing a copy and including it with your letter.

Please regard this letter as a formal request under CPR 31.14 to provide all of the documents sent by your client.

Although the claim is for a sum that should be allocated to the small claims track, this has not yet occurred. The provisions of CPR 27(2) are therefore of no effect and you should not seek to avoid compliance with your CPR 31 duties by claiming otherwise.

The required documents will be essential to prepare a defence and, in view of your assertion, the request is entirely in accordance with the Over-riding Objective and CPR 1.1(2)(a).

I look forward to your response. If I didn't hear anything from you or from your client within 7 days, I will consider that you agreed to close that case and no further action will be taken.

Yours Faithfully

Your ref. XXXX

Dear Sir

As you sent your letter to my previous address, although you & your client have my right address, I didn't receive your letter dated XXXX until XXXXX, so this is when it was actually deemed 'given' or 'served' to me & you need to count your 14 days from that date.

I deny any debt to Parking Control Management UK Ltd as there is no contract in force between PCM & myself to pay to them any money as contract notice of cancellation letter dated XXXX sent to you with my letter dated XXXXX with the evidence that PCM received it.

Also contractually PCM agreed to pay me £500 for each PCN issued as per amended contract sent in my letter dated 06/03/2015 mentioned above. So please consider this letter as invoice for £500 and need to be paid in next 7 days. PCM can pay by cheque to me as detailed below.

As your letters are not clear that claim is for what or where so please send me copies of all the documents sent by your client including the windscreen notice if one was attached to the vehicle.

When these are supplied, please also confirm whether the intended action is founded on a contractual charge, a breach of a contract or trespass Also I need an answer for the below questions:

1. Who is the party that contracted with your Client for that claim? I require their contact details and the full identity of the landowner.
2. Is that charge based on damages for breach of contract? Answer yes or no.
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5. Please provide a copy of the signs that you can evidence were on site & locations of all signs at the site as well as all photographs taken of this vehicle.

Please confirm that your client's contract with the land-owner includes specific authority to take legal action and that this will be produced for the court.

When I receive the documents and your explanations I will be in a position to make a more detailed response.

It would be unreasonable to proceed with litigation before you have clarified your client's cause of action.

I look forward to your response

Yours Faithfully