POPLA Verification Code: **XXXXXXX**
Vehicle Registration: **XXXXXXX**

I, the registered keeper of this vehicle, received a letter dated 05/11/2025 acting as a notice to the registered keeper. My appeal to the Operator – Euro Car Parks – was submitted and acknowledged by the Operator on 12/11/2025 and rejected via an email dated 05/12/2025. I contend that I, as the keeper, am not liable for the alleged parking charge and wish to appeal against it on the following grounds:

1. Grace Period: BPA Code of Practice – non-compliance

The BPA's Code of Practice states (13) that there are two grace periods: one at the end (of a minimum of 10 minutes) and one at the start.

BPA's Code of Practice (13.1) states that:

> *"Your approach to parking management must allow a driver who enters your car park but decides not to park, to leave the car park within a reasonable period without having their vehicle issued with a parking charge notice."*

BPA's Code of Practice (13.2) states that:

> *"You should allow the driver a reasonable 'grace period' in which to decide if they are going to stay or go. If the driver is on your land without permission you should still allow them a grace period to read your signs and leave before you take enforcement action."*

BPA's Code of Practice (13.4) states that:

> *"You should allow the driver a reasonable period to leave the private car park after the parking contract has ended, before you take enforcement action. If the location is one where parking is normally permitted, the Grace Period at the end of the parking period should be a minimum of 10 minutes."*

BPA's Code of Practice (18.5) states that:

> *"If a driver is parking with your permission, they must have the chance to read the terms and conditions before they enter into the contract with you. If, having had that opportunity, they decide not to park but choose to leave the car park, you must provide them with a reasonable grace period to leave, as they will not be bound by your parking contract."*

The BPA Code of Practice (13.4) clearly states that the Grace Period to leave the car park should be a ***minimum of 10 minutes***. Whilst 13.4 does not apply in this case (it should be made clear - a contract was never entered in to), it is reasonable to suggest that the ***minimum of 10 minutes*** grace period stipulated in 13.4 is also a "reasonable grace period" to apply to 13.1 and 13.2 of the BPA's Code of Practice.

Kelvin Reynolds, Head of Public Affairs and Policy at the British Parking Association (BPA):

"The BPA's guidance specifically says that there must be sufficient time for the motorist to park their car, observe the signs, decide whether they want to comply with the operator's conditions and either drive away or pay for a ticket."

"No time limit is specified. This is because it might take one person five minutes, but another person 10 minutes depending on various factors, not limited to disability."

In late November 2017 there was a not dissimilar POPLA Appeal (versus ParkingEye – Tower Road, Newquay) which was successful on the grounds that the assessor believed 11 minutes was a "reasonable grace period" and that "by seeking alternate parking arrangements, the appellant has demonstrated that he did not accept the conditions of the parking contract."

Read the details from here

Finally, on 30th July 2015, the minutes of the Professional Development & Standards Board meeting show that it was formally agreed by the Board (of BPA members and stakeholders) that the minimum grace period would be changed in 13.4 of the BPA Code of Practice to read 'a minimum of eleven minutes':

"Implications of the 10 minute grace period were discussed and the Board agreed with suggestion by AH that the clause should comply with DfT guidelines in the English book of by-laws to encourage a single standard. Board agreed that as the guidelines state that grace periods need to exceed 10 minutes clause 13.4 should be amended to reflect a ***mandatory 11 minute grace period****."*

The recommendation reads:

"Reword Clause 13.4 to 'If the location is one where parking is normally permitted, the Grace Period at the end of the parking period should be ***a minimum of 11 minutes****."*

(Source: http://www.britishparking.co.uk/write/Documents/Meeting%20Notes/Governance/20150730_PDandS_Board_Action_Notes.pdf)

This shows that the intention of stating vaguely: 'a minimum of ten minutes' in the current BPA CoP (not a maximum - a minimum requirement) means to any reasonable interpretation that seconds are *de minimis* and therefore not taken

into account – certainly an allegation of under eleven minutes (as is the case here) is perfectly reasonable.

As stated earlier in this section, whilst 13.4 does not apply in this case (as a contract was never entered in to), it is not unreasonable to suggest that clarification of this time period in relation to 13.4 also goes some way to clarifying the terms "reasonable period" and "reasonable grace period" stated in 13.1 and 13.2 respectively of the BPA's Code of Practice.

If the BPA feel *"a minimum of 11 minutes"* is a reasonable time period to leave a car park after a period of parking, it stands to reason that *at least* the same period of time is reasonable to also enter a car park, locate (and read) terms and conditions (in this case in the dark with no lighting), decide not to enter into a contract and then leave the car park.

It is therefore argued that the duration of visit in question (which Euro Car Parks claim was 2minutes) is not an unreasonable grace period, given:

a) The site is not well lit and relies on the poor lighting as its primary source of lighting.

b) The lack of sufficient signage throughout the car park in question (non-compliance with BPA Code of Practice 18.3) and the impact of that upon time taken to locate signage prior to entering into a contract.

c) The failure to light signage adequately so as to make signs visible from all parking spaces (which they are not, especially at night time) and legible once located.

d) The lengthiness of Euro Car Parks' signage (in terms of word count) with a significant amount of text included in an "Important Notice" section (the title "Important Notice" clearly implying it is essential this must be carefully read and understood) in tiny red text at the bottom of the sign (see Figure 2).

All factors discussed above serve merely to increase the time taken to:

- Locate a sign containing the terms and conditions.
- Read the ***full*** terms and conditions in the darkness.
- Decipher the confusing information being presented (one example being identifying which fees apply, as discussed further in **section 2, page??** of this document).

- Decide not to park and therefore enter into a contract.
- Return to car and safely leave the car park.

2. The entrance signs are inadequately positioned and lit and signs in this car park are not prominent, clear or legible from all parking spaces and there is insufficient notice of the sum of the parking charge itself

There was no contract nor agreement on the 'parking charge' at all. It is submitted that the driver did not have a fair opportunity to read about any terms involving this huge charge, which is out of all proportion and not saved by the dissimilar 'ParkingEye Ltd v Beavis' case.

In the Beavis case, which turned on specific facts relating only to the signs at that site and the unique interests and intentions of the landowners, the signs were unusually clear and not a typical example for this notorious industry. The Supreme Court were keen to point out the decision related to *that* car park and *those facts* only:

In the Beavis case, the £85 charge itself was in the largest font size with a contrasting colour background and the terms were legible, fairly concise and unambiguous. There were 'large lettering' signs at the entrance and all around the car park, according to the Judges.

Figure 1 below shows the 'Beavis case' sign as a comparison to the signs under dispute in this case:

Figure 1: Beavis sign

This case, by comparison, does not demonstrate an example of the 'large lettering' and 'prominent signage' that impressed the Supreme Court Judges and swayed them into deciding that in the specific car park in the Beavis case alone, a contract and *'agreement on the charge'* existed.

Here, the signs are sporadically and sparsely placed, indeed obscured and hidden in some areas. They are unremarkable, not immediately obvious as parking terms and the wording is mostly illegible, being crowded and cluttered with a lack of white space as a background. It is indisputable that placing letters too close together in order to fit more information into a smaller space can drastically reduce the legibility of a sign, especially one which must be read ***before*** the action of parking and leaving the car.

Euro Car Parks' main car park sign on the Eastgate site is inadequate and illegible in a number of ways, not least because of the sheer amount of text that must be read (see Figure 2, provided by Euro Car Parks on their refusal letter).

The image in Figure 2 shows a close up of the main car park sign but it must be note here that the lighting conditions when this photo was taken cannot be verified, therefore it cannot be assumed that this is the view a person would have when standing below the sign. It should be emphasised that, when viewed from ground level, the text is even more difficult to read than it is in Figure 2).

Figure 2 clearly shows that Euro Car Parks' signage does not comply with the BPA Code of Practice (18.3), specifically:

> *"Signs must be conspicuous and legible, and written in intelligible language, so that they are* ***easy to see, read and understand****."*

The section in blue text at the bottom of the sign (see Figure 2) that is apparently an "Important Notice" is in tiny text that is impossible to read without a magnifying glass, particularly in the dark when you would also need a torch. It cannot be ignored – the wording used clearly states it is *important* and therefore urges the reader to fully read and understand. Why is something so important so small and illegible? Furthermore, this text on a yellow background is difficult to read, especially in low light conditions or with artificial light introducing a glare onto the reflective surface of the sign.

Indeed, in relation to design principles, it is widely known that colour contrast plays a key role in terms of accessibility as it *"affects some people's ability to perceive information (in other words to be able to receive the information visually)."* (Government Digital Service, 17 June 2016). Whilst this web page discusses design principles in relation to web design, the same points are true of print-based materials which would include signage.

Areas of this site are unsigned and there are no full terms displayed clearly indicating non-compliance with the BPA Code of Practice (18.3) which states:

> *"Specific parking-terms signage tells drivers what your terms and conditions are, including your parking charges. You must place signs containing the specific parking terms* ***throughout the site****, so that drivers are given the chance to read them at the time of parking or leaving their vehicle. Keep a record of where all the signs are. Signs must be conspicuous and legible, and written in intelligible language, so that they are easy to see, read and understand. Signs showing your detailed terms and conditions must be at least 450mm x 450mm."*

In September 2017 a not dissimilar POPLA appeal versus Euro Car Parks (car park: Kay Street, Bolton) was successful as the Assessor was not satisfied that adequate signage was placed throughout the site and therefore compliant with section 18.3 of the BPA Code of Practice.

It cannot be reasonably assumed that a driver drove past and could read a legible sign, observed one upon entrance to the car park, nor parked near one.

The BPA Code of Practice (Appendix B) sets the requirements for entrance signs. Following further research (on foot, during daylight), it is not disputed that Euro Car Parks entrance sign meets these requirements in terms of wording/layout – in fact it is almost a direct copy of the example the BPA provide. What is disputed are other requirements the BPA sets in Appendix B, specifically:

1. The sign should be placed so that it is ***readable by drivers without their needing to look away from the road ahead***.
2. Signs should be ***readable and understandable at all times, including during the hours of darkness or at dusk*** if and when parking enforcement activity takes place at those times. This can be achieved in a variety of ways such as by direct lighting or by using the

   lighting for the parking area. If the sign itself is not directly or indirectly lit, we suggest that it should be made of a retro-reflective material similar to that used on public roads and described in the Traffic Signs Manual.

In disputing points 1 and 2 above, the relevant entrance sign in this appeal case is not readable by drivers without their need to look away from the road ahead (it's not even *visible*), nor is it readable and understandable at all times. It is not directly lit nor does it benefit from lighting used for the parking area. It may well be made of a retro-reflective material but this is irrelevant in this case as the positioning of the entrance sign is as such that vehicle headlights will ***never*** shine on it sufficiently so as to illuminate it.

It is important at this point to reiterate that vehicles approaching/entering the car park do so from a 30mph one-way street. When discussing entrance signs, the BPA CoP (Appendix B) suggests a typical approach speed of 15mph to enter a car park by immediately turning off a 30mph road**.**

Figure 11 was taken in the same lighting conditions as per the occasion for which the PCN has been issued. This provides clear evidence as to the lack of legible or even *visible* signage from where the vehicle was situated.

It is therefore suggested once again that Figures 5, 6 and 11 serve to reinforce the earlier point made (in relation to Figures 2 and 3) regarding non-compliance with the BPA Code of Practice (18.3), specifically:

> *"Signs must be conspicuous and legible, and written in intelligible language, so that they are* ***easy to see, read and understand****."*

It is vital to observe, since 'adequate notice of the parking charge' is mandatory under the POFA Schedule 4 and the BPA Code of Practice, the signs in the West a Road car park do not clearly mention the parking charge which is hidden in small print (and does not feature at all on all but one of the signs within the car park site). Large areas of this site are unsigned and there are no full terms displayed - i.e. with the sum of the parking charge itself in large lettering - at the entrance either, so it cannot be assumed that a driver drove past and could read a legible sign, nor parked near one.

This case is more similar to the signage in POPLA decision 5960956830 on 02/06/16, where the Assessor Rochelle Merritt found as fact that signs in a similar size font in a busy car park where other unrelated signs were far larger, was inadequate:

> *"the signage is not of a good enough size to afford motorists the chance to read and understand the terms and conditions before deciding to remain in the car park. [...] In addition the operators signs would not be clearly visible from a parking space [...] The appellant has raised other grounds for appeal but I have not dealt with these as I have allowed the appeal."*

From the evidence I have seen so far, the terms appear to be displayed inadequately, in letters no more than about half an inch high, approximately. I put Euro Car Parks to strict proof as to the size of the wording on their signs and the size of lettering for the most onerous term, the parking charge itself.

The letters seem to be no larger than .40 font size going by this guide:

http://www-archive.mozilla.org/newlayout/testcases/css/sec526pt2.htm

As further evidence that this is inadequate notice, Letter Height Visibility is discussed here:

http://www.signazon.com/help-center/sign-letter-height-visibility-chart.aspx

"When designing your sign, consider how you will be using it, as well as how far away the readers you want to impact will be. For example, if you are placing a sales advertisement inside your retail store, your text only needs to be visible to the people in the store. 1-2" letters (or smaller) would work just fine. However, if you are hanging banners and ***want drivers on a nearby highway to be able to see them, design your letters at 3" or even larger."***

"When designing an outdoor sign for your business keep in mind the readability of the letters. ***Letters always look smaller when mounted high onto an outdoor wall****".*

"...a guideline for selecting sign letters. Multiply the letter height by 10 and that is the best viewing distance in feet. Multiply the best viewing distance by 4 and that is the max viewing distance."

So, a letter height of just half an inch, showing the terms and the 'charge' and placed high on a wall or pole or buried in far too crowded small print, is woefully inadequate in an outdoor car park. Given that letters look smaller when high up on a wall or pole, as the angle renders the words less readable due to the perspective and height, you would have to stand right in front of it and still need a stepladder (and perhaps a torch and/or magnifying glass) to be able to read the terms.

Under Lord Denning's Red Hand Rule, the charge (being 'out of all proportion' with expectations of drivers in this car park and which is the most onerous of terms) should have been effectively: 'in red letters with a red hand pointing to it' - i.e. VERY clear and prominent with the terms in large lettering, as was found to be the case in the car park in 'Beavis'. A reasonable interpretation of the 'red hand rule' and the 'signage visibility distance' tables above and the BPA Code of Practice, taking all information into account, would require a parking charge and the terms to be displayed far more transparently, on a lower sign and in far larger lettering, with fewer words and more 'white space' as background contrast. Indeed in the Consumer Rights Act 2015 there is a 'Requirement for transparency':

1. A trader must ensure that a written term of a consumer contract, or a consumer notice in writing, is transparent.

2. A consumer notice is transparent for the purposes of subsection (1) if it is expressed in plain and intelligible language and it is legible.

The Beavis case signs not being similar to the signs in this appeal at all, I submit that the persuasive case law is in fact *'Vine v London Borough of Waltham Forest [2000] EWCA Civ 106'* about a driver not seeing the terms and, consequently, she was NOT deemed bound by them.

This judgment is binding case law from the Court of Appeal and supports my

argument, not the operator's case:

http://www.bailii.org/ew/cases/EWCA/Civ/2000/106.html

This was a victory for the motorist and found that, where terms on a sign are not seen and the area is not clearly marked/signed with prominent terms, the driver has not consented to - and cannot have 'breached' - an unknown contract because there is no contract capable of being established. The driver in that case (who had not seen any signs/lines) had NOT entered into a contract. The recorder made a clear finding of fact that the plaintiff, Miss Vine, did not see a sign because the area was not clearly marked as 'private land' and the signs were obscured/not adjacent to the car and could not have been seen and read from a driver's seat before parking.

So, for this appeal, I put this operator to strict proof of where the car was parked and (from photos taken in the same lighting conditions) how their signs appeared on that date, at that time, from the angle of the driver's perspective. Equally, I require this operator to show how the entrance signs appear from a driver's seat (not stock examples of 'the sign' in isolation/close-up), in the same lighting conditions. I submit that full terms simply cannot be read from a car before parking and mere 'stock examples' of close-ups of the (alleged) signage terms will not be sufficient to disprove this.

In addition, the BPA Code of Practice (18.1) clearly states that:

> *“A driver who uses your private car park with your permission does so under a licence or contract with you….In all cases, the driver’s use of your land will be governed by your terms and conditions, which the driver should be made aware of from the start.”*

Bearing this paragraph in mind, there was categorically no contract established between the driver and Euro Car Parks. To draw on the basic guidelines of contract law for a contract to be effective the offer must be communicated.

Therefore, there can be no acceptance of an agreement if the other person is without knowledge of the offer.

When the driver arrived at the car park it was impossible to a read, let alone understand the terms and conditions being imposed. Upon further research it is apparent that the initial entrance signs in the car park are poorly located (too high, on the passenger side of the vehicle, not visible from drivers side), invisible after dark (not lit, too high to be lit by virtue of reflecting any vehicle headlights, particularly from a moving vehicle entering the car park from a 30MPH road), and the terms and conditions illegible. As a result, the driver did not have a fair opportunity to read about any of the terms and conditions involving this charge.

3. The operator has not shown that the individual who it is pursuing is in fact the driver who was liable for the charge

In cases with a keeper appellant, yet no POFA 'keeper liability' to rely upon, POPLA must first consider whether they are confident that the Assessor knows who the driver is, based on the evidence received. No presumption can be made about liability whatsoever. A vehicle can be driven by any person (with the consent of the owner) as long as the driver is insured. There is no dispute that the driver was entitled to drive the car and I can confirm that they were, but I am exercising my right not to name that person.

In this case, no other party apart from an evidenced driver can be told to pay. I am the keeper throughout (as I am entitled to be), and as there has been no admission regarding who was driving, and no evidence has been produced, it has been held by POPLA on numerous occasions, that a parking charge cannot be enforced against a keeper without a valid NTK.

As the keeper of the vehicle, it is my right to choose not to name the driver, yet still not be lawfully held liable if an operator is not using or complying with Schedule 4. This applies regardless of when the first appeal was made and regardless of whether a purported 'NTK' was served or not, because the fact remains I am only appealing as the keeper and ONLY Schedule 4 of the POFA (or evidence of who was driving) can cause a keeper appellant to be deemed to be the liable party.

The burden of proof rests with the Operator to show that (as an individual) I have personally not complied with terms in place on the land and show that I am personally liable for their parking charge. They cannot.

Furthermore, the vital matter of full compliance with the POFA was confirmed by parking law expert barrister, Henry Greenslade, the previous POPLA Lead Adjudicator, in 2015:

Understanding keeper liability

> *“There appears to be continuing misunderstanding about Schedule 4. Provided certain conditions are strictly complied with, it provides for recovery of unpaid parking charges from the keeper of the vehicle.*
>
> *There is no ‘reasonable presumption’ in law that the registered keeper of a vehicle is the driver. Operators should never suggest anything of the sort. Further, a failure by the recipient of a notice issued under Schedule 4 to name the driver, does not of itself mean that the recipient has accepted that they were the driver at the material time. Unlike, for example, a Notice of Intended Prosecution where details of the driver of a vehicle must be supplied when requested by the police, pursuant to Section 172 of the Road Traffic Act 1988, a keeper sent a Schedule 4 notice has no legal obligation to name the driver. [...] If {POFA 2012 Schedule 4 is} not complied with then keeper liability does not generally pass."*

Therefore, no lawful right exists to pursue unpaid parking charges from myself as keeper of the vehicle, where an operator cannot transfer the liability for the charge using the POFA.

This exact finding was made in 6061796103 against ParkingEye in September 2016, where POPLA Assessor Carly Law found:

> *"I note the operator advises that it is not attempting to transfer the liability for the charge using the Protection of Freedoms Act 2012 and so in mind, the operator continues to hold the driver responsible. As such, I must first consider whether I am confident that I know who the driver is, based on the evidence received. After considering the evidence, I am unable to confirm that the appellant is in fact the driver. As such, I must allow the appeal on the basis that the operator has failed to demonstrate that the appellant is the driver and therefore liable for the charge. As I am allowing the appeal on this basis, I do not need to consider the other grounds of appeal raised by the appellant. Accordingly, I must allow this appeal."*

4. No Evidence of Landowner Authority - the operator is put to strict proof of full compliance with the BPA Code of Practice

As this operator does not have proprietary interest in the land then I require that they produce an unredacted copy of the contract with the landowner. The contract and any 'site agreement' or 'User Manual' setting out details including exemptions - such as any 'genuine customer' or 'genuine resident' exemptions or any site occupier's 'right of veto' charge cancellation rights - is key evidence to define what this operator is authorised to do and any circumstances where the landowner/firms on site in fact have a right to cancellation of a charge. It cannot be assumed, just because an agent is contracted to merely put some signs up and issue Parking Charge Notices, that the agent is also authorised to make contracts with all or any category of visiting drivers and/or to enforce the charge in court in their own name (legal action regarding land use disputes generally being a matter for a landowner only).

Witness statements are not sound evidence of the above, often being pre-signed, generic documents not even identifying the case in hand or even the site rules. A witness statement might in some cases be accepted by POPLA but in this case I suggest it is unlikely to sufficiently evidence the definition of the services provided by each party to the agreement.

Nor would it define vital information such as charging days/times, any exemption clauses, grace periods (which I believe may be longer than the bare minimum times set out in the BPA Code of Practice) and basic information such as the land boundary and bays where enforcement applies/does not apply. Not forgetting evidence of the various restrictions which the landowner has authorised can give rise to a charge and of course, how much the landowner authorises this agent to charge (which cannot be assumed to be the sum in small print on a sign because template private parking terms and sums have been known not to match the actual landowner agreement).

Paragraph 7 of the BPA Code of Practice defines the mandatory requirements and I put this operator to strict proof of full compliance:

7.2 If the operator wishes to take legal action on any outstanding parking charges, they must ensure that they have the written authority of the landowner (or their appointed agent) prior to legal action being taken.

7.3 The written authorisation must also set out:

a. the definition of the land on which you may operate, so that the boundaries of the land can be clearly defined

b. any conditions or restrictions on parking control and enforcement operations, including any restrictions on hours of operation

c. any conditions or restrictions on the types of vehicles that may, or may not, be subject to parking control and enforcement

d. who has the responsibility for putting up and maintaining signs

e. the definition of the services provided by each party to the agreement.

5. No Evidence of Period Parked – NtK does not meet PoFA 2012 requirements

Contrary to the mandatory provisions of the BPA Code of Practice, there is no record to show that the vehicle was ***parked*** versus attempting to read the terms and conditions before deciding against parking/entering into a contract.

Furthermore, PoFA 2012 Schedule 4 paragraph 9 refers at numerous times to the "period of parking". Most notably, paragraph 9(2)(a) requires the NtK to:

> *"specify the vehicle, the relevant land on which it was parked and the **period of parking** to which the notice relates;"*

Euro Car Parks' NtK simply claims "the vehicle was parked at **[enter location]**."

The NtK separately states that the vehicle "entered **[location]** at **[entry time]** and departed at **[exit time]**". At no stage do Euro Car Parks explicitly specify the "**period of parking** to which the notice relates", as required by PoFA 2012.

Euro Car Parks NtK states "we are using cameras to capture images of vehicles entering and leaving the car park to calculate their length of stay". It is not in the gift of Euro Car Parks to substitute "entry/exit" or "length of stay" in place of the POFA requirement - "period of parking" - and hold the keeper liable as a result.

By virtue of the nature of an ANPR system recording only entry and exit times, Euro Car Parks are not able to definitively state the ***period of parking***.

I require Euro Car Parks to provide evidence to show the vehicle in question was ***parked*** on the date/time (for the duration claimed) and at the location stated in the NtK.

6. Vehicle Images contained in PCN: BPA Code of Practice – non-compliance

The BPA Code of Practice point 20.5a stipulates that:

> *"When issuing a parking charge notice you may use photographs as evidence that a vehicle was parked in an unauthorised way. The photographs must*

refer to and confirm the incident which you claim was unauthorised. A date and time stamp should be included ***on the photograph****. All photographs used for evidence should be clear and legible and must not be retouched or digitally altered."*

The PCN in question contains two close-up images of the vehicle number plate. Neither of these images contains a date and time stamp ***"on the photograph"*** nor do they clearly identify the vehicle entering or leaving this car park (which is also not identifiable in the photos as of any particular location at all).

The time and date stamp has been inserted into the letter underneath (but not part of) the images. The images have also been cropped to only display the number plate. As these are not the original images, I require Euro Car Parks Limited to produce evidence of the original "un-cropped" images containing the required date and time stamp and to evidence where the photographs show the car to be when there is a lack of any marker or sign to indisputably relate these photos to the location stated.

7. The ANPR System is Neither Reliable nor Accurate

The Euro Car Parks Notice to Keeper (NtK) shows no ***parking*** time, merely two images of a number plate corresponding with that of the vehicle in question.

There is no connection demonstrated whatsoever with the car park in question.

The Notice to Keeper states:

> *"On* ***[DATE]*** *the vehicle:* ***XXXXXXX*** *entered Eastgate Shopping Centre, Basildon, at* ***[ENTRY TIME]*** *and departed at* ***[EXIT TIME]*** *on* ***[DATE]****."*

These times do not equate to any single evidenced ***period of parking***. By Euro Car Parks own admission on their NtK, these times are claimed to be the entry and exit time of the vehicle. There is no evidence of a single ***period of parking*** and this cannot reasonably be assumed.

Since there is no evidence to actual parking times this would fail the requirements of POFA 2012, paragraph 9(2)(a), which states;

> *"Specify the vehicle, the relevant land on which it was parked and the* ***period of parking*** *to which the notice relates."*

Paragraph 21.3 of the BPA Code of Practice states that parking companies are required to ensure ANPR equipment is maintained and is in correct working order.

I require ECP to provide records with the location of the cameras used in this instance, together with dates and times of when the equipment was checked, calibrated, maintained and synchronised with the timer which stamps the photo images to ensure the accuracy of the ANPR images.

As ‘grace periods’ (specifically the time taken to locate any signs, observe the signs, comprehend the terms and conditions, decide whether or not to purchase a ticket and either pay or leave) are of significant importance in this case (it is strongly suggested the time periods in question are *de minimis* from a legal perspective), and the parking charge is founded entirely on two images of the vehicle number plate allegedly entering and leaving the car park at specific times (10 minutes and 48 seconds apart), it is vital that ECP produces the evidence requested in the previous paragraph.

8. The Signs Fail to Transparently Warn Drivers of what the ANPR Data will be used for.

The signs fail to transparently warn drivers of what the ANPR data will be used for which breaches the BPA Code of Practice and the Consumer Protection from Unfair Trading Regulations 2008 due to inherent failure to indicate the 'commercial intent' of the cameras.

Paragraph 21.1 of the BPA Code of Practice advises operators that they may use ANPR camera technology to manage, control and enforce parking in private car parks, as long as they do this in a reasonable, consistent and transparent manner. The Code of Practice requires that car park signs must tell drivers that the operator is using this technology and what it will use the data captured by ANPR cameras for.

Euro Car Parks’ signs do not comply with these requirements because these car park signage failed to accurately explain what the ANPR data would be used for, which is a 'failure to identify its commercial intent', contrary to the BPA CoP and Consumer law.

The Euro Car Parks’ main sign in the Eastgate Shopping Centre car park (see Figure 2) states:

> *“We are using cameras to capture images of vehicle number plates and calculate the length of stay between entry and exit at all times including bank holidays.”*

Specifically missing from this sentence is the vital information that these camera images would be used in order to issue Parking Charge Notices. There is absolutely no suggestion in the sentence above that the cameras are in any way related to Parking Charge Notices. The only reference to Parking Charge Notices on Euro Car Parks' sign makes no mention of Parking Charge Notices being issued as a result of images captured by the ANPR cameras and instead merely states (see Figure 2):

> *"This car park is controlled, failure to comply with the following will result in the issue of a £70 Parking Charge Notice (£40 if paid within 14 days of issue)."*

In circumstances where the terms of a notice are not negotiable (as is the case with the car park signage, which is a take-it-or-leave-it contract) and where there is any ambiguity or contradiction in those terms, the rule of contra proferentem shall apply against the party responsible for writing those terms.

This is confirmed within the Consumer Rights Act 2015 including: Paragraph 68: Requirement for Transparency:

(1) A trader must ensure that a written term of a consumer contract, or a consumer notice in writing, is transparent.

(2) A consumer notice is transparent for the purposes of subsection (1) if it is expressed in plain and intelligible language and it is legible.

and Paragraph 69:
Contract terms that may have different meanings:

(1) If a term in a consumer contract, or a consumer notice, could have different meanings, the meaning that is most favourable to the consumer is to prevail.

Withholding material information from a consumer about the commercial (not security) purpose of the cameras would be considered an unfair term under The Consumer Protection from Unfair Trading Regulations 2008 because the operator *'fails to identify its commercial intent':*

http://www.legislation.gov.uk/uksi/2008/1277/contents/made

> Misleading omissions: 6. - (1) "A commercial practice is a misleading omission if, in its factual context, taking account of the matters in paragraph (2) -
>
> (a) **the commercial practice omits material information**, 26

(b) the commercial practice hides material information,

(c) **the commercial practice provides material information in a manner which is unclear, unintelligible, ambiguous or untimely,** or

(d) **the commercial practice fails to identify its commercial intent,** unless this is already apparent from the context, and as a result it causes or is likely to cause the average consumer to take a transactional decision he would not have taken otherwise."

It is far from 'apparent' that a camera icon means a car's data is being harvested for commercial purposes of charging in a free car park. A camera icon suggests CCTV is in operation for security within the car park.