




13th February 2013

Reference: Parking Charge Notice 500784/195355

Dear Miss 

Thank you for your correspondence in relation to the Parking Charge incurred on 17/01/2013 at 15:24, at Rheidol Retail Park car park.

The terms on which motorists are permitted to use the car park are clearly stipulated on the signage. If a motorist is not prepared to agree to those terms, they should not use the car park. When your vehicle was driven onto the car park and parked, you agreed to the parking terms detailed on the signage.

As long as signage is visible and clearly located and the terms and conditions of parking are sufficiently brought to the attention of the average motorist, there is no requirement that an individual motorist has in fact seen the signage or read the contents. It is a general requirement that upon entering a private car parking facility, the motorist should familiarise themselves with the rules in operation. Terms set out in the signage are therefore incorporated into our contract with yourself. The signage sets out what maximum stay is granted for the free use of the facility, the tariffs that apply for parking thereafter and what the charges are for unauthorised parking ("Parking Charges"), for overstaying the max stay period or otherwise in a way that is not acceptable. ParkingEye are permitted by virtue of the authority of the landowner and of this contract to then notify the registered keeper of the Parking Charge incurred and to collect the same in accordance with the contract.

It should be noted that Section 7.1 of the Department of Transport's guidance on Section 56 and Schedule 4 of the Protection of Freedoms Act 2012 states that a 'car park on private land will normally have signs setting out the terms and conditions upon which parking is offered'. In accordance with this ParkingEye's car parks have ample and clear signage that outlines these terms and conditions. Section 7.1 further states that:

"Drivers can then decide whether or not to accept those terms and conditions. In most cases a driver who parks in a car park with clear signage setting out the terms and conditions will be deemed to have accepted the terms and conditions and therefore entered into a contract to park with the landholder."

ParkingEye work hard to ensure all documentation is compliant with consumer legislation and is a member of the British Parking Association (BPA) approved operator scheme and as such operates its services in line with industry best practice. All documentation and paperwork is agreed with the BPA and regularly checked for compliance with the code of practice, including the reasonableness of its charges.

and have operated successfully in partnership with such organisations with this approach for many years. ParkingEye are confident therefore that all paperwork is maintained in a way that is fully compliant and enforceable.

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ParkingEye enforces its car parks on the basis of breach of contract. ParkingEye do not contend in any respect that there is a claim for the Parking Charge by means of trespass. Secondly ParkingEye are authorised by the landowner to enter into contracts with the motorist at their sites via the signage and set restrictions in accordance with the landowner's instruction which are monitored and enforced by an ANPR system to ensure compliance. The restrictions applicable to this area were set out clearly in the signage which was displayed prominently and clearly at the entrance and around the car park. By entering and parking, or otherwise remaining, at the site, you entered into the terms and conditions applicable and, due to a breach of these terms and conditions, became liable for the Parking Charge.

ParkingEye operate the car park for and on behalf of the landowners. The amount charged represents an average loss to the Rheidol Retail Park applicable to the use of the car parking facility for longer than the allotted period. To put in economic terms, there are diminishing marginal returns, beyond the free fixed stay period which beget increasing marginal costs. Costs may include the cost of upkeep of the parking area, business rates, insurance, health and safety assessment and the car park management (provided by ParkingEye). The time limit set is based on the use profile of the average user (e.g. the purpose of the visit, how long they stay, how much they spend with the retailers) and time limits and the Parking Charges are calculated to provide a free tariff at the point of use of the service for those abiding by the terms and conditions of parking. Where motorists use the car park for more than the allotted free stay, there is often nil or minimal spending at the retail outlets, (e.g. where the motorist parks and leaves the site, using it as a free park and ride or free parking for accessing other amenities, not connected to the retail park), meaning there is a significant shortfall and costs outweigh the marginal return, hence the motorist must supplement this by payment of a Parking Charge. If the driver has spent money in the retail outlets at the site, they may qualify under the genuine shopper exemption operated by the landowner.

Please be aware that this car park is a Customer only car park for use only whilst shopping on site. This is clearly stated on the signage. Please find attached a copy of the signage for your reference.

If you have any purchase evidence from the site for the event date we advise you forward this evidence for consideration, we will place the outstanding charge on hold for 14 days.

Alternatively, payment can be made by telephoning our offices on 0844 247 2981 by visiting www.parkingeye.co.uk or by posting a cheque or postal order to the address detailed below.

Yours faithfully,

ParkingEye Team