POPLA Ref

One Parking Solution Parking PCN no

A Parking Charge Notice (PCN) was issued on 28th March 2019 for an alleged contravention of “Failure to Park within a Marked Bay’’ at . I am writing to you as the registered keeper and would be grateful if you would please consider my appeal for the following reasons:

1) The Notice to Keeper is not compliant with the POFA 2012 – no keeper liability.
2) Grace Period: BPA Code of Practice – non-compliance
3) Misleading and unclear signage
4) This charge is incompatible with the rights under the lease.
5) No evidence of Landowner Authority
6) This charge is unconscionable and offends against the penalty rule which was 'plainly engaged' in the case of ParkingEye Ltd v Beavis
7) The operator has not shown that the individual who it is pursuing is in fact the driver who may have been potentially liable for the charge
8) Loading/Unloading is not considered parking
9) Photo evidence appears doctored
10) No standing or authority to pursue charges nor form contracts with drivers

1. The Notice to Keeper is not compliant with the POFA 2012 – no keeper liability.

As a notice to driver was provided on the vehicle, an NTK is required to be issued no sooner than 28 days after, or no later than 56 days after the service of that notice. This stipulation is laid out in Schedule 4 of the Protection of Freedoms Act 2012 (PoFA).
The keeper liability requirements of Schedule 4 of the Protection of Freedoms Act 2012 must be complied with, where the appellant is the registered keeper, as in this case. One of these requirements is the issue of an NTK compliant with certain provisions. This operators NTK is not PoFA compliant.

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. 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;”*

OPS’ NtK simply claims “contravention period 28th March 2019 from [11:55:40] to [11:57:56]”. At no stage does OPS explicitly specify the “**period of parking** to which the notice relates”, as required by POFA 2012.

2. 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:

*"If a driver is parking without your permission, or at locations where parking is not normally permitted they **must have the chance to read the terms and conditions before they enter into the 'parking 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."*

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

"If the parking location is one where parking is normally permitted, you must allow the driver a reasonable grace period in addition to the parking event before enforcement action is taken. In such instances the grace period must be a minimum of 10 minutes."

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**."*

The BPA Code of Practice (13.2) and (13.4) clearly state that the Grace Period to enter and leave the car park should be a ***minimum of 10 minutes***. Whilst (13.2) and (13.4) do 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 each should apply to (13.1) 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."

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

a) The site is not well lit and relies on nearby street lighting as its primary source of lighting.
b) The lack of sufficient entrance signs and specific parking-terms signage throughout the car park in question (non- compliance with BPA Code of Practice

18.2 and 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 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 OPS' signage (in terms of word count) all written in tiny text the across of the sign (see Figure 4).

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

- Locate a sign indicating entrance
- Locate a sign containing the terms and conditions
- Read the ***full*** terms and conditions in the darkness
- Decipher the confusing information being presented
- Decide not to park and therefore not entering into a contract
- Return to car and safely leave the car park

3. The 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 is also no entry sign visible when entering the street.

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:
http://imgur.com/a/AkMCN

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.
Here is the 'Beavis case' sign as a comparison to the signs under dispute in this case:

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 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.
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, these signs do not clearly mention the parking charge which is hidden in small print (and does not feature at all on some of the signs). 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 2.6.16, 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 the operator 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
(3) 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. 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.

4. This charge is incompatible with the rights under the lease - as decided by the Appeal case of *'JOPSON V HOME GUARD SERVICES'* case number: B9GF0A9E on 29th June 2016, which also held that the *Beavis* case does not apply to this sort of car park. The driver was simply unloading furniture into his flat which is not considered parking.

In *Beavis* it was held that the purpose of a parking charge must not be to penalise drivers. Justification must depend on some other *'legitimate interest in performance extending beyond the prospect of pecuniary compensation flowing directly from the breach in question'.* The true test was held to be *'whether the impugned provision is a secondary obligation which imposes a detriment on the contract-breaker out of all proportion to any legitimate interest [...] in the enforcement of the primary obligation'.*

There can be no legitimate interest in punishing authorised loading/unloading, under the excuse of a 'parking' scheme where ostensibly - and as far as the landowner is concerned - the parking firm is contracted for the benefit of the leaseholders/landholders/tenants. It is unconscionable, contrary to the requirement of good faith and 'out of all proportion to any legitimate interest' to issue a parking penalty for permitted unloading/loading by a driver who has legitimate business and rights to do so.

These rights supersede any signs, which are of no consequence except to deter rogue unwanted drivers from leaving their vehicles when they have no business on site. This is true of any residential or business car park where tenants/leaseholders (who may be individuals or businesses) enjoy legal 'rights of way' which extend to drivers permitted to load/unload. A third party cannot unilaterally alter the terms of a tenancy agreement or a lease, nor disregard easements and rights of way that prevail in such car parks (residential or industrial).

This question was tested recently in an Appeal case in June 2016 (transcript attached as evidence for POPLA*). Please note this is an Appeal case, decided by a Senior Circuit Judge and as such, its findings on the definition of 'parking as opposed to loading' and the findings on leaseholder/permitted visitor/loading/delivering rights of way superseding parking signs, are persuasive on the lower courts.

Beavis did not deal with any of these matters - nor was it relevant to a 'permit' car park - but the following case and transcript I have provided, is relevant and the Judge even states that Beavis DOES NOT APPLY to this type of car park:

Appeal case at Oxford County Court, 'JOPSON V HOME GUARD SERVICES' case number: B9GF0A9E on 29th June 2016:

Sitting in Oxford County Court, Judge Charles Harris QC, found that Home Guard Services had acted unreasonably when issuing a penalty charge notice to Miss Jopson, a resident of a block of flats who parked in front of the communal entrance to unload furniture, rather than use her own parking space. After an initial appeal to the Independent Parking Committee was rejected, Home Guard Services sued Miss Jopson in the small claims court and won. Miss Jopson successfully appealed the case, her solicitors arguing that the charge was incompatible with the terms of the existing lease which also extended to certain rights for permitted visitors when loading/unloading. The Judge found that Laura Jopson and her fellow tenants (as well as people making deliveries or those dropping off children or disabled passengers)

enjoy a right of way to the block's entrance and that Home Guard Services' regulations disregarded these rights. Home Guard Services were required to pay £2,000 towards the defendant's costs.
I also rely upon the Croydon Court decision in Pace Recovery and Storage v Mr N C6GF14F0 16/09/2016 (transcript attached as evidence for POPLA**).
District Judge Coonan dismissed the claim and refused leave to appeal, stating:

> *"I have to deal with this on the evidence that is before me now. I have before me a tenancy agreement which gives Mr [N. redacted] the right to park on the estate and it does not say "on condition that you display a permit". It does not say that, so he has that right. What Pace Recovery is seeking to do is, unilaterally outside the contract, restrict that right to only when a permit is displayed. Pace Recovery cannot do that. It has got to be the other contracting party, Affinity Sutton, which amends the terms of the tenancy agreement to restrict the right to park on a place in circumstances in which a permit is displayed but that is not in this tenancy agreement and you as a third party cannot unilaterally alter the terms of the tenancy agreement."*

5. 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 CoP) 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 CoP 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.

6. This charge is unconscionable and offends against the penalty rule which was 'plainly engaged' in the case of *ParkingEye Ltd v Beavis*

The operator makes much of the Beavis case, yet they are well aware that the circumstances of the Beavis case were entirely different. Essentially, that case was about the abuse of a free, time-limited public car park where signage could be used to create a secondary contract arising from a relevant obligation and where there was a 'legitimate interest' flowing from the landowner, in charging more than could normally be pursued for trespass.
In this case, we have an authorised user using the car park appropriately and there has been no loss nor detriment caused to the owner. While the courts might hold that a large charge might be appropriate in the case of a public car park, essentially as a deterrent, there is nothing in the case to suggest that a reasonable person would accept that this 'fine' is a conscionable amount to be charged under these circumstances.

At the Supreme Court in Beavis, it was held at *14:*

> *"…where a contract contains an obligation on one party to perform an act, and also provides that, if he does not perform it, he will pay the other party a specified sum of money, the obligation to pay the specified sum is a secondary obligation which is capable of being a penalty… "*

This is NOT a 'more complex' case by any stretch of the imagination. At *32* in the Beavis decision, it was held that a trader, in this case a parking company: *"...can have no proper interest in simply punishing the defaulter. His interest is in performance or in some appropriate alternative to performance. In the case of a straightforward damages clause, that interest will rarely extend beyond compensation for the breach,*

and we therefore expect that Lord Dunedin's four tests would usually be perfectly adequate to determine its validity."
Therefore, any putative contract needs to be assessed on its own merits. Consumer law always applies and no contract "falls outside" The Consumer Rights Act 2015; the fundamental question is always whether the terms are fair:
http://www.legislation.gov.uk/ukpga/2015/15/schedule/2/enacted

> *- Schedule 2: 'Consumer contract terms which may be regarded as unfair': "A term which has the object or effect of inappropriately excluding or limiting the legal rights of the consumer in relation to the trader or another party in the event of total or partial non-performance or inadequate performance by the trader of any of the contractual obligations…" "A term which has the object or effect of requiring a consumer who fails to fulfil his obligations under the contract to pay a disproportionately high sum in compensation."*

This charge is clearly punitive and is not saved from breaching the 'penalty rule' (i.e. Lord Dunedin's four tests for a penalty) by the Beavis case, which does NOT supersede other defences. It turned on completely different facts and related only to that car park with its own unique complexity of commercial justification. This case is not comparable.
In this case the specific question is whether a reasonable person would agree to a term where parking in a place that they enjoy rights of way and easements and pay a significant rent for the privilege of peaceful enjoyment would also accept a further unknown/not agreed liability. I would suggest that a court would not accept this is reasonable and indeed my next appeal point shows that a Senior Circuit Judge in a 2016 appeal case supports my view.

7. The operator has not shown that the individual who it is pursuing is in fact the driver who may have been potentially 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 appellant 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."*

8. I believe that the contract One Parking have, allows for unloading. One Parking are put to strict proof that that the contract with the landowner, shown in its entirety, does not in fact have the common clause found in their 'contracts' that states a car is exempt if loading/unloading.

9. I would also bring into question the authenticity of the photographs taken of the vehicle – most notably the time stamps

By close examination of the photographs, the time stamps are added as an overlay on-top of the photos in the lower left-hand corner. It is well within the realms of possibility for even an amateur to use free photo-editing software to add these with authentic looking Meta data. Not only is this possible, but this practice has even been in use by UKPC, who were banned by the DVLA after it emerged.
I would challenge OPS to prove that a stationary, highly advanced camera was used to generate these photos.

10. No standing or authority to pursue charges nor form contracts with drivers

I believe that this Operator has no proprietary interest in the land, so they have no standing to make contracts with drivers in their own right, nor to pursue charges for breach in their own name. In the absence of such title, OPS must have assignment of rights from the landowner to pursue charges for breach in their own right, including at court level. A commercial site agent for the true landholder has no automatic standing nor authority in their own right which would meet the strict requirements of section 7 of the BPA Code of Practice. I therefore put OPS to strict proof to provide POPLA and myself with an un-redacted, contemporaneous copy of the contract between OPS and the landowner, not just another agent or retailer or other non-landholder, because it will still not be clear that the landowner has authorised the necessary rights to OPS.

Section 7 of the British Parking Association (BPA) Code of Practice requires parking operators to have the written authority from the landowner to operate on the land. Section 7.1 states:

> *"If you do not own the land on which you are carrying out parking management, you must have the written authorisation of the landowner (or their appointed agent). The written confirmation must be given before you can start operating on the land in question and give you the authority to carry out all the aspects of car park management for the site that you are responsible for. In particular, it must say that the landowner (or their appointed agent) requires you to keep to the Code of Practice and that you have the authority to pursue outstanding parking charges".*

Section 7.3 states:

> *"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."

I do not believe that this operator's mere site agreement as a contractor issuing PCNs and letters 'on behalf of' a landowner gives the parking firm any rights to sue in their own name. This is insufficient to comply with the BPA Code of Practice and not enough to hold me liable in law to pay OPS. OPS have no standing to enforce 'parking charges' or penalties of any description in any court.

I put OPS to strict proof of compliance with all of the above requirements.