


Parking on Private Land Appeals

EVIDENCE CHECKLIST

Verification code	■	■	■	■	■	■	■	■	■	■
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Vehicle Registration Number (VRN)	■	■	■	■	■	■	■
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Evidence		Tick Sent	No. of pages
1	Evidence checklist	✓	1
2	Case summary and rules/conditions	✓	8
3	Appellant Document Appendix	✓	13
4	Site Appendix	✓	11

Amount of the full parking charge	£ 100	Amount received and retained (if any)	£ 0
I confirm that the Appellant has been sent copies of all evidence in accordance with current POPLA requirements			21 Oct 2020
	Signature		Date

POPLA Appeal - Case Summary

Dear POPLA Adjudicator,

Carflow Limited operates a parking enforcement scheme for the landowners at Moorlands Shopping Centre Car Park, Pickwood Road, Leek ST13 5SN. The site consists of c.80 space car park above Moortands Shopping Centre with vehicle access via a ramp from Pickwood Road, Leek, ST13 5SN. The car park can also be accessed by pedestrians via the shopping centre. The vehicle access ramp is a two lane ramp with an entrance lane and an exit lane. There is no other vehicle access to the site.

Carflow Limited has been engaged by the landowner to ensure motorists pay the correct parking tariff. The appellant parked in this private car park did not pay the correct tariff for parking.

1. The appellant has stated "The NtK does not meet PoFA 2012 requirements – no Keeper Liability can apply"

The appellant is incorrect in suggesting that Carflow is not compliant with PoFA 2012. They are also incorrect to suggest that we are not relying on PoFA. Our notice to keeper clearly states *"if the parking charge has not been paid in full after 29 days from the given date and we do not know both the name and current address for service of the driver, we have the right to recover any unpaid part of the parking charge from the registered keeper, subject to Carflow complying with the applicable conditions under Schedule 4 of the Act"*. (highlighted in bold and underlined below). This corresponds to "28 days beginning with the day after that on which the notice is given" in PoFA.

Our Notice to Keeper states the following:

Breach of parking terms and conditions

On 08-Sep-20 at 10:20:33, vehicle [REDACTED] entered Moorlands Shopping Centre, Pickwood Road, Leek. The vehicle was recorded leaving the car park on 08-Sep-20 at 11:00:16, for a total stay duration of 00:39:43. Signage is clearly displayed at the entrance and throughout the site. This signage states that the site is private land and outlines the terms and conditions. By parking at the site the driver agreed to be bound by these terms and conditions. As the driver breached the terms and conditions as described below, the Parking Charge Notice (PCN) of £100 became payable to Carflow Ltd (as the Creditor). A reduced amount of £60 is payable if the charge is paid within 14 days (by 02-Oct-20). Please note that the issue / given date is two working days after the postal date.

Our Notice to Keeper states the following:

Parking on private land - the law

Carflow Limited is authorised by the landowner to manage parking at this site. By entering and parking on this privately owned land, the driver entered into a contract with Carflow Limited and agreed to be bound by the terms and conditions, which are clearly displayed on the signs throughout the site. Parking on private land is governed by the Protection of Freedoms Act (2012), which introduced keeper liability for parking charges incurred on private land. If you are the keeper of a vehicle that has breached the terms and conditions of a site that we manage, and the driver of the vehicle is unidentified, we are entitled to recover any unpaid PCN amount from you. In the event that you refuse to either pay or acknowledge the PCN, we may pursue this case via debt recovery action or through the courts. See overleaf for further information.

The following information is included on the second page of our Notice to Keeper:

Protection of Freedoms Act (2012)

In accordance with Schedule 4 of the Protection of Freedoms Act 2012 (9.2.b), the driver of the motor vehicle is required to pay the parking charge in full. As you are the registered keeper of the vehicle and we do not know the driver's name or current postal address ("address for service"), we invite you to pay this PCN.

What if I am not the driver?

If you were not driving the vehicle at the time of the parking event, you should tell us the name and address for service of the driver and pass this notice to them. We can then pursue the driver for the charge.

What if the charge remains unpaid?

In accordance with Schedule 4 of the Protection of Freedoms Act 2012 (9.2.f), **if the parking charge has not been paid in full after 29 days from the given date and we do not know both the name and current address for service of the driver, we have the right to recover any unpaid part of the parking charge from the registered keeper, subject to Carflow complying with the applicable conditions under Schedule 4 of the Act.** Should you provide an incorrect address or identify someone who denies they were the driver, we may pursue you for any unpaid PCN amount.

What next?

If you continue to ignore our correspondence after the date payment is due, an administrative fee may be added. Additional costs may also be incurred as a result of debt recovery or court action.

As "after 29 days from the given date" has the same meaning as "after the period of 28 days beginning with the day after that on which the notice is given", we have complied with Schedule 4 of the Protection of Freedoms Act and therefore the parking charge was correctly issued

Furthermore, in POPLA appeal 0830900019, where the appellant suggested Carflow had not complied with PoFA 2012, the POPLA adjudicator found in favour of Carflow as follows:

"The appellant states the operator has not complied with the requirements of POFA 2012. The operator has provided a copy of the notice to keeper sent to the appellant. I have reviewed the notice to keeper against the relevant sections of the Protection of Freedoms Act 2012, despite the appellants comments the PCN does state the correct time frames. I am satisfied that it is compliant, and that the operator has successfully transferred liability to the keeper of the vehicle. Therefore, it is the keeper's liability for the PCN I will be considering..... As such, I conclude that the operator issued the PCN correctly."

2. "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."

As we have previously stated - Our Notice to Keeper states the following:

Parking on private land - the law

Carflow Limited is authorised by the landowner to manage parking at this site. By entering and parking on this privately owned land, the driver entered into a contract with Carflow Limited and agreed to be bound by the terms and conditions, which are clearly displayed on the signs throughout the site. Parking on private land is governed by the Protection of Freedoms Act (2012), which introduced keeper liability for parking charges incurred on private land. If you are the keeper of a vehicle that has breached the terms and conditions of a site that we manage, and the driver of the vehicle is unidentified, we are entitled to recover any unpaid PCN amount from you. In the event that you refuse to either pay or acknowledge the PCN, we may pursue this case via debt recovery action or through the courts. See overleaf for further information.

The following information is included on the second page of our Notice to Keeper:

Protection of Freedoms Act (2012)

In accordance with Schedule 4 of the Protection of Freedoms Act 2012 (9.2.b), the driver of the motor vehicle is required to pay the parking charge in full. As you are the registered

keeper of the vehicle and we do not know the driver's name or current postal address ("address for service"), we invite you to pay this PCN.

What if I am not the driver?

If you were not driving the vehicle at the time of the parking event, you should tell us the name and address for service of the driver and pass this notice to them. We can then pursue the driver for the charge.

What if the charge remains unpaid?

In accordance with Schedule 4 of the Protection of Freedoms Act 2012 (9.2.f), if the parking charge has not been paid in full after 29 days from the given date and we do not know both the name and current address for service of the driver, we have the right to recover any unpaid part of the parking charge from the registered keeper, subject to Carflow complying with the applicable conditions under Schedule 4 of the Act. Should you provide an incorrect address or identify someone who denies they were the driver, we may pursue you for any unpaid PCN amount.

What next?

If you continue to ignore our correspondence after the date payment is due, an administrative fee may be added. Additional costs may also be incurred as a result of debt recovery or court action.

As "after 29 days from the given date" has the same meaning as "after the period of 28 days beginning with the day after that on which the notice is given", we have complied with Schedule 4 of the Protection of Freedoms Act and therefore the parking charge was correctly issued

As the appellant has not provided us with a name and address for service of the driver, we are entitled to pursue the registered keeper for this parking charge.

Our Notice to Keeper is fully compliant with PoFA 2012. Furthermore, in POPLA Appeal case 0831919008 where the appellant suggested our Notice to Keeper was not compliant with PoFA 2012, the POPLA Adjudicator found in favour of Carflow as follows:

"The appellant states the operator has not complied to the Protection of Freedoms Act (PoFA) 2012 when attempting to transfer liability from the driver to the registered keeper of the vehicle. I further note this point, and I also note the appellant's comments in response to the operator's evidence. I have extensively reviewed the PCN, and whilst I fully note the appellant's response, I am satisfied that the PCN has made it abundantly clear that it will be using PoFA to transfer liability from the driver to the registered keeper in order to pursue payment of the parking charge. This is explained in detail on the second page of the PCN. I therefore remain satisfied that the operator has correctly adhered to PoFA."

3. "No evidence of period parked – NtK does not meet PoFa 2012 requirements".

The appellant has suggested that there is no evidence of the period parked on the Notice to Keeper. Our notice to keeper states:

Breach of parking terms and conditions

On 08-Sep-20 at 10:20:33, vehicle [REDACTED] entered Moorlands Shopping Centre, Pickwood Road, Leek. The vehicle was recorded leaving the car park on 08-Sep-20 at 11:00:16, for a total stay duration of 00:39:43. Signage is clearly displayed at the entrance and throughout the site. This signage states that the site is private land and outlines the terms and conditions. By parking at the site the driver agreed to be bound by these terms and conditions. As the driver breached the terms and conditions as described below, the Parking Charge Notice (PCN) of £100 became payable to Carflow Ltd (as the Creditor). A reduced amount of £60 is payable if the charge is paid within 14 days (by 02-Oct-20). Please note that the issue / given date is two working days after the postal date.

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 related".

The following in relation to the vehicle appears on the NtK:

Registration Number: [REDACTED]
Vehicle Make: PEUGEOT
Vehicle Model: 206 SPORT
Vehicle Colour: BLUE
Date of Exit: 08-Sep-20

The following appears on the NtK in relation to the relevant land on which the vehicle was parked and the period of parking to which the notice related:

Breach of parking terms and conditions

On 08-Sep-20 at 10:20:33, vehicle [REDACTED] entered Moorlands Shopping Centre, Pickwood Road, Leek. The vehicle was recorded leaving the car park on 08-Sep-20 at 11:00:16, for a total stay duration of 00:39:43.

The signs at the car park clearly state *"By parking, waiting or otherwise remaining on this private land, motorists enter into a contract with Carflow Ltd and agree to comply with the terms and conditions as set out on this notice". We have attached, in the site appendix, copies of the notices and their location.*

4. "No evidence of Landowner Authority – the operator is put to strict proof of full compliance with the BPA Code of Practice"

Section 7 of the BPA Code of practice sets out the following:

7.1 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.

We have included our Landowner Agreement for this site in the Site Appendix detailing Carflow's authority to:

- Undertake parking management, control and enforcement at the site;
- Issue parking charge notices where vehicles are parked on the site in a manner not permitted under the terms and conditions of parking;
- Pursue the outstanding parking charges by any method up to and including by way of legal proceedings to recover charges due from drivers charged with unauthorised parking, in accordance with the British Parking Association Approved Operator Scheme Code of Practice.

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.

The redacted contract shows that Carflow have the landowner's authority to issue parking charges at this site.

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

The definition of the land is set out in the site area of the redacted contract attached in the Site Appendix, as follows:

Site: Carflow shall provide its services (which may be amended from time to time) at the defined location.

Site name: Moorlands Shopping Centre Car Park
Site address: Pickwood Road, Leek, ST13 5SN, United Kingdom
Site particulars: The site consists of a c. 80 space car park above Moorlands Shopping Centre with vehicle access via a ramp from Pickwood Road, Leek, ST13 5SN. The car park can also be accessed by pedestrians via the shopping centre. The vehicle access ramp is a two lane ramp with an entrance lane and an exit lane. There is no other vehicle access to the site.

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

This is defined in the hours of operation in our redacted contract with the land owner attached in the Site Appendix (please also see point c below). The hours of operation are as follows:

<i>Monday</i>	<i>8:30 to 18:00</i>
<i>Tuesday</i>	<i>8:30 to 18:00</i>
<i>Wednesday</i>	<i>8:30 to 18:00</i>
<i>Thursday</i>	<i>8:30 to 18:00</i>
<i>Friday</i>	<i>8:30 to 18:00</i>
<i>Saturday</i>	<i>8:30 to 18:00</i>
<i>Sunday</i>	<i>10:00 to 16:00</i>

Our contract also states:

"5.5 Carflow may amend the time limit or tariff on a Site with the consent of the Client"

We have since agreed with the client to change the opening times from Monday to Saturday to 07:00 to 18:00.

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

There are no restrictions on the type of vehicles that may park in this car park or are subject to parking control or enforcement.

d who has the responsibility for putting up and maintaining signs

This is included in our contract, which states:

"signs shall be provided by Carflow free of charge."

And that Carflow will:

"install and maintain signage at the Site(s) to notify users of the Site of the Services, the costs of which will be borne as specified in The Order. The exact number of signs at each Site shall be determined at Carflow's discretion and the costs of any additional signs in excess of that determined by Carflow shall be borne by the Client."

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

The definition of the services provided as follows (as contained in the redacted contract):

"Carflow will provide car park management services in accordance with its site survey and installation specification. These services will include: Equipment installation and maintenance, DVLA registered keeper detail searches, Parking Charge Notice (PCN) generation, PCN issuance, Online payment and cash collection services. Carflow reserve the right to supplement or amend the services by written notice to the Client from time to time subject to the Client's approval."

The start and end date are contained in the "Initial Term" of the contract as follows:

"A period commencing on 05th August 2020, expiring after 3 years."

7.4 Our compliance team are responsible for making sure that you follow the Code. If the team give you reasonable notice, you must allow our appointed manager to inspect the landowner's written authorisation.

Carflow have been audited by the BPA, it is also a requirement of BPA membership that we make ourselves available for an inspection when required.

Therefore, Carflow have included all information required to comply with section 7 of the Code of Practice. As described above, this can be found on the redacted contract and on the witness statement in the Site Appendix. A copy of both documents are included in the Site Appendix.

5. "The ANPR system is neither reliable or accurate"

The appellant has questioned the reliability of our cameras. When a vehicle enters the car park our cameras take a timestamped photo of your vehicle. The system does the same on exit. The system then calculates the stay time based on these reads. Our cameras and computing equipment are regularly checked. The British Parking Association audits the ANPR systems in use by parking operators in order to ensure the systems are in good working order and the data collected is accurate. We have records of cars entering and exiting the car park between the times you entered and exited which confirms the system was working correctly at the time. Our system has correctly calculated that you stayed at Moorlands Shopping Centre car park for 39 minutes between 10:20 and 11:00 on 08-Sep-20.

As we have previously stated the signs at the car park clearly state *"By parking, waiting or otherwise remaining on this private land, motorists enter into a contract with Carflow Ltd and agree to comply with the terms and conditions as set out on this notice"*.

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

Section 21.1 of the BPA code of practice states: "You may use ANPR camera technology to manage, control and enforce parking in private car parks, as long as you do this in a reasonable, consistent and transparent manner. Your signs at the car park must tell drivers that you are using this technology and what you will use the data captured by ANPR cameras for."

Attached in the Site Appendix are copies of our signs. The entrance signs clearly state:

"Camera controlled car park"
"Automatic number plate recognition in use"

The purpose of the entrance sign is to notify motorists that the site is private land and is operated on a Pay & Display basis. The entrance sign also invites motorists to check the rules signs around the car park for further details. Our rules signs (designs can be found in the Site Appendix) also explain what the data captured by our ANPR cameras will be used for:

"ANPR and / or vehicle photography is in operation"
"If the motorist fails to comply with the terms and conditions, they accept that they are liable to pay a parking charge and vehicle keeper details may be requested from the DVLA"

As you can see, our signs ensure that our ANPR system is used in a reasonable, consistent and transparent manner and we are therefore compliant with Section 21.1 of the Code of Practice. Our privacy policy on our parking signs also states the following:

“Privacy Information - when you use this car park, Carflow Ltd collects and processes certain data in order to ensure that you are complying with our terms and conditions and to enforce these where necessary. We also use the data for car park management. This will include, for example, reporting on vehicle turnover and repeat visits in order to improve the customer experience. The data we collect comprises images of vehicles using the car park, the Vehicle Registration Number and times of entry/exit. This is collected via Automatic Number Plate Recognition cameras and/or vehicle photography by parking attendants, as well as via payment machines or terminals. We may share data from time to time as required to support the purposes stated above. When collecting the data specified above, Carflow Ltd is the Data Controller. For further details, including information about your rights as a data subject, please call 0330 223 4178 or visit our website at www.carflow.co.uk/privacy”

7. “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 ”

The appellant has suggested that the signs are inadequately positioned, there are 19 signs relating to the parking restrictions in Moorlands Centre Car Park. Carflow erected 17 of these signs on 07-Aug-20, which includes 2 entrances signs, 14 rules signs and 1 tariff rules sign. The remaining two signs were already in place. We have attached a Site Appendix for your convenience, which includes a map detailing the location of these signs and a large number of photos of the signs in place. The purpose of the entrance signs are to notify motorists that the site is private land, parking tariffs apply and to invite motorists to check the rules signs around the car park for further details of the terms and conditions of parking. These rules signs are clearly visible around the site and notify motorists that Carflow are responsible for parking enforcement at the car park. Our signage design and text complies with all requirements of the British Parking Association’s Approved Operator Scheme Code of Practice. This has been confirmed by the British Parking Association. The Code of Practice states that signs should be 450mm x 450mm - our signs are 46% larger at 625mm x 475mm. Moorlands Centre Car Park is private land and motorists should not assume that parking is free or otherwise before consulting the signs.

The appellant has also suggested that the signs are not lit, our signs are sufficiently visible during the day and at night should motorists wish to read them. It should be noted that the appellant visited the car park between 10:20am and 11:00am. Signs would not normally be lit by natural light at this hour of the day, but there are also electric lights near by that provide additional illumination.

The appellant further suggests that there is insufficient notice of the sum of the parking charge itself. The signs at the car park clearly state:

“Failure to comply will result in a parking charge of £100, If the parking charge is paid within 14 days of the date of issue, the parking charge will be reduced to £60”.

8. “The parking tariff was paid”

The appellant has suggested that they paid for parking on 08-Sep-20. We have included in the appellant appendix a listing of the payments between 10:00 and 12:00. The appellants VRN is not on the payments list, nor is there any VRN resembling the appellants VRN [REDACTED]. There were numerous payments in varying denominations between 10:00 and 12:00 on 08-Sep-20 indicating there were no issues with the parking terminals at that time.

Conclusion

The simple fact of this case is that the appellant’s vehicle stayed longer than the amount of time they had paid for. In this case, the appellant did not pay for parking. The appellant’s vehicle remained in Moorlands Shopping Centre Car Park, Pickwood Road, Leek ST13 5SN

for 39 minutes, as they did not pay for parking, they were correctly issued with a parking charge.

The signs in this private car park clearly state that the correct parking tariff must be paid prior to leaving the car park. As the appellant did not pay the correct tariff and the parking charge was correctly issued, we feel that this appeal should be refused.

Kind Regards,

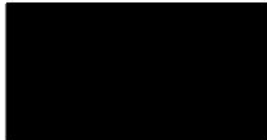
Carflow Appeals Team

Appellant Appendix - PCNs, Photos & other documents

PCN Page 1



PARKING CHARGE NOTICE



PCN Reference Number: [REDACTED]
 PCN Postal Date: 16-Sep-20
 PCN Issue/Given Date: 18-Sep-20
 Registration Number: [REDACTED]
 Vehicle Make: PEUGEOT
 Vehicle Model: 206 SPORT
 Vehicle Colour: BLUE
 Date of Exit: 08-Sep-20

Amount due: £100

Payment must be made by 16-Oct-20

Payment discounted to £60 if paid by 02-Oct-20

Breach of parking terms and conditions

On 08-Sep-20 at 10:20:33, vehicle [REDACTED] entered Moorlands Shopping Centre, Pickwood Road, Leek. The vehicle was recorded leaving the car park on 08-Sep-20 at 11:00:16, for a total stay duration of 00:39:43. Signage is clearly displayed at the entrance and throughout the site. This signage states that the site is private land and outlines the terms and conditions. By parking at the site the driver agreed to be bound by these terms and conditions. As the driver breached the terms and conditions as described below, the Parking Charge Notice (PCN) of £100 became payable to Carflow Ltd (as the Creditor). A reduced amount of £60 is payable if the charge is paid within 14 days (by 02-Oct-20). Please note that the issue / given date is two working days after the postal date.



Arrival time: 08-Sep-20 at 10:20:33



Departure time: 08-Sep-20 at 11:00:16

Site:
 Moorlands Shopping Centre
 Pickwood Road
 Leek
 ST13 5SN

Alleged contravention:
 The motorist did not pay for sufficient parking in contravention of the terms and conditions of the car park

Amount Payable:
 £0.80

Amount Paid:
 £0.00

Stay duration (hh:mm:ss): 00:39:43

Parking on private land - the law

Carflow Limited is authorised by the landowner to manage parking at this site. By entering and parking on this privately owned land, the driver entered into a contract with Carflow Limited and agreed to be bound by the terms and conditions, which are clearly displayed on the signs throughout the site. Parking on private land is governed by the Protection of Freedoms Act (2012), which introduced keeper liability for parking charges incurred on private land. If you are the keeper of a vehicle that has breached the terms and conditions of a site that we manage, and the driver of the vehicle is unidentified, we are entitled to recover any unpaid PCN amount from you. In the event that you refuse to either pay or acknowledge the PCN, we may pursue this case via debt recovery action or through the courts. See overleaf for further information.

Do not ignore this notice

The charge must be paid no later than 28 days from the date of issue (by 16-Oct-20). If payment is delayed beyond 28 days, an administrative charge may be added and debt recovery or court action may be taken. Additional costs may also be incurred as a result of debt recovery or court action.

Payment

Further information including how to pay the parking charge or make an appeal can be found on the reverse of this notice.

Carflow is registered in England and Wales. Company number 8583561.

Payment Information

Please ensure the amount paid is correct, as any overpayment will not be automatically refunded. Carflow accepts payment by cheque and all major UK credit and debit cards including Visa, Visa Debit, Mastercard and Maestro. We do not accept American Express.



Via the internet

Please visit www.carflow.co.uk/pay-pcn and follow the instructions on screen. An e-mail receipt will be provided once payment has been made.



By Telephone

Please phone 0330 223 4174 and follow the instructions. Calls cost no more than calls to geographic numbers (01 or 02) and are included in inclusive minutes and discount schemes in the same way. An option to have an SMS receipt provided is available once payment has been made.



By Post

To pay by post, please make a cheque or postal order payable to Carflow Limited for the correct amount and send it to the following address, quoting your PCN reference on the back:
Carflow, PO Box 76433, London EC1P 1BB.

Protection of Freedoms Act (2012)

In accordance with Schedule 4 of the Protection of Freedoms Act 2012 (9.2.b), the driver of the motor vehicle is required to pay the parking charge in full. As you are the registered keeper of the vehicle and we do not know the driver's name or current postal address ("address for service"), we invite you to pay this PCN.

What if I am not the driver?

If you were not driving the vehicle at the time of the parking event, you should tell us the name and address for service of the driver and pass this notice to them. We can then pursue the driver for the charge.

What if the charge remains unpaid?

In accordance with Schedule 4 of the Protection of Freedoms Act 2012 (9.2.f), if the parking charge has not been paid in full after 29 days from the given date and we do not know both the name and current address for service of the driver, we have the right to recover any unpaid part of the parking charge from the registered keeper, subject to Carflow complying with the applicable conditions under Schedule 4 of the Act. Should you provide an incorrect address or identify someone who denies they were the driver, we may pursue you for any unpaid PCN amount.

What next?

If you continue to ignore our correspondence after the date payment is due, an administrative fee may be added. Additional costs may also be incurred as a result of debt recovery or court action.

Information Protection

As the listed vehicle was parked in breach of the Terms and Conditions of a private site, Carflow had reasonable cause to request the registered keeper details from the DVLA. If you were the driver / hirer of the vehicle (but not the registered keeper) at the time of the parking event, then your details have been provided by the registered keeper. If you believe your details have been obtained fraudulently or misused, please contact Carflow immediately. You may also choose to write to: Release of information, Fee Paying Enquiries Section, DVLA Swansea SA99 1AJ. Please include details of how the information has been misused and the vehicle registration number. The DVLA will investigate all allegations where information has been requested unlawfully and refer to the Information Commissioner for prosecution where appropriate. If you are still not satisfied, you should contact the Information Commissioner directly at: Wycliffe House, Water Lane, Wilmslow, SK9 5AF. Details on how Carflow protects your data privacy can be found at www.carflow.co.uk/privacy

Appeals & Complaints

All appeals and complaints must be made in writing and can be sent either electronically (via e-mail or via Carflow's website) or by post. All appeals must contain the PCN reference number, the vehicle registration number, a return address or e-mail address and as much detail as possible about the appeal. Photos, scans and other attachments should be included where relevant to help your appeal. Please appeal electronically if possible - response times for postal appeals are significantly longer than for electronic appeals.

All appeals must be received within 28 days from the date of the issuance of the PCN. All charges will be frozen until an appeal decision is made. If the appeal is unsuccessful, you will be advised in writing and provided with details of the independent appeals service (POPLA) and a unique appeal reference. You may not avail of the independent appeals service unless your appeal to Carflow is rejected in the first instance.



Electronic submission

Please visit www.carflow.co.uk/appeals to upload your appeal via Carflow's website. To submit via e-mail, please send your appeal to appeals@carflow.co.uk. Electronic submission will ensure that appeals are dealt with in the quickest time possible.



By Post

Please send your appeal to the following address:
Appeals Department, Carflow, PO Box 76433, London EC1P 1BB.
Response times for postal appeals are significantly longer than for electronic appeals.

7 Day PCN Reminder Page 1



PARKING CHARGE NOTICE REMINDER

Time is running out to pay at the reduced rate



Date of Reminder:	30-Sep-20
PCN Reference Number:	[REDACTED]
PCN Postal Date:	16-Sep-20
PCN Issue/Given Date:	18-Sep-20
Registration Number:	[REDACTED]
Vehicle Make:	PEUGEOT
Vehicle Model:	206 SPORT
Vehicle Colour:	BLUE
Date of Exit:	08-Sep-20

Amount due: £100

Payment must be made by 21-Oct-20

Payment discounted to £60 if paid by 07-Oct-20

Breach of parking terms and conditions

Further to our recently issued Parking Charge Notice [REDACTED] in relation to vehicle [REDACTED] parking at Moorlands Shopping Centre on 08-Sep-20, the listed parking charge remains payable. Signage is clearly displayed at the entrance and throughout the site. This signage states that the site is private land and outlines the terms and conditions. By parking at the site the driver agreed to be bound by these terms and conditions. As the driver breached the terms and conditions as described below, the Parking Charge Notice (PCN) of £100 became payable to Carflow Ltd (as the Creditor). A reduced amount of £60 is payable if the charge is paid by 07-Oct-20. Please note that the issue / given date is two working days after the postal date.



Arrival time: 08-Sep-20 at 10:20:33



Departure time: 08-Sep-20 at 11:00:16

Site:

Moorlands Shopping Centre
Pickwood Road
Leek
ST13 5SN

Alleged contravention:

The motorist did not pay for sufficient parking in contravention of the terms and conditions of the car park

Amount Payable:

£0.80

Amount Paid:

£0.00

Stay duration (hh:mm:ss): 00:39:43

Parking on private land - the law

Carflow Limited is authorised by the landowner to manage parking at this site. By entering and parking on this privately owned land, the driver entered into a contract with Carflow Limited and agreed to be bound by the terms and conditions, which are clearly displayed on the signs throughout the site. Parking on private land is governed by the Protection of Freedoms Act (2012), which introduced keeper liability for parking charges incurred on private land. If you are the keeper of a vehicle that has breached the terms and conditions of a site that we manage, and the driver of the vehicle is unidentified, we are entitled to recover any unpaid PCN amount from you. In the event that you refuse to either pay or acknowledge the PCN, we may pursue this case via debt recovery action or through the courts. See overleaf for further information.

Do not ignore this notice

The charge must be paid by 21-Oct-20. This represents 28 days from the date of issue or, if you have appealed, this date represents 28 days from the date of issue plus any days Carflow has added as a result of your appeal. If payment is delayed beyond this date, an administrative charge may be added and debt recovery or court action may be taken. Additional costs may also be incurred as a result of debt recovery or court action.

Payment

Further information including how to pay the parking charge or make an appeal can be found on the reverse of this notice.

Carflow is registered in England and Wales. Company number 8583561.

7 Day PCN Reminder page 2

Payment Information

Please ensure the amount paid is correct, as any overpayment will not be automatically refunded. Carflow accepts payment by cheque and all major UK credit and debit cards including Visa, Visa Debit, Mastercard and Maestro. We do not accept American Express.



Via the internet

Please visit www.carflow.co.uk/pay-pcn and follow the instructions on screen. An e-mail receipt will be provided once payment has been made.



By Telephone

Please phone 0330 223 4174 and follow the instructions. Calls cost no more than calls to geographic numbers (01 or 02) and are included in inclusive minutes and discount schemes in the same way. An option to have an SMS receipt provided is available once payment has been made.



By Post

To pay by post, please make a cheque or postal order payable to Carflow Limited for the correct amount and send it to the following address, quoting your PCN reference on the back:
Carflow, PO Box 76433, London EC1P 1BB.

Protection of Freedoms Act (2012)

In accordance with Schedule 4 of the Protection of Freedoms Act 2012 (9.2.b), the driver of the motor vehicle is required to pay the parking charge in full. As you are the registered keeper of the vehicle and we do not know the driver's name or current postal address ("address for service"), we invite you to pay this PCN.

What if I am not the driver?

If you were not driving the vehicle at the time of the parking event, you should tell us the name and address for service of the driver and pass this notice to them. We can then pursue the driver for the charge.

What if the charge remains unpaid?

In accordance with Schedule 4 of the Protection of Freedoms Act 2012 (9.2.f), if the parking charge has not been paid in full after 29 days from the given date and we do not know both the name and current address for service of the driver, we have the right to recover any unpaid part of the parking charge from the registered keeper, subject to Carflow complying with the applicable conditions under Schedule 4 of the Act. Should you provide an incorrect address or identify someone who denies they were the driver, we may pursue you for any unpaid PCN amount.

What next?

If you continue to ignore our correspondence after the date payment is due, an administrative fee may be added. Additional costs may also be incurred as a result of debt recovery or court action.

Information Protection

As the listed vehicle was parked in breach of the Terms and Conditions of a private site, Carflow had reasonable cause to request the registered keeper details from the DVLA. If you were the driver / hirer of the vehicle (but not the registered keeper) at the time of the parking event, then your details have been provided by the registered keeper. If you believe your details have been obtained fraudulently or misused, please contact Carflow immediately. You may also choose to write to: Release of information, Fee Paying Enquiries Section, DVLA Swansea SA99 1AJ. Please include details of how the information has been misused and the vehicle registration number. The DVLA will investigate all allegations where information has been requested unlawfully and refer to the Information Commissioner for prosecution where appropriate. If you are still not satisfied, you should contact the Information Commissioner directly at: Wycliffe House, Water Lane, Wilmslow, SK9 5AF. Details on how Carflow protects your data privacy can be found at www.carflow.co.uk/privacy

Appeals & Complaints

All appeals and complaints must be made in writing and can be sent either electronically (via e-mail or via Carflow's website) or by post. All appeals must contain the PCN reference number, the vehicle registration number, a return address or e-mail address and as much detail as possible about the appeal. Photos, scans and other attachments should be included where relevant to help your appeal. Please appeal electronically if possible - response times for postal appeals are significantly longer than for electronic appeals.

All appeals must be received within 28 days from the date of the issuance of the PCN. All charges will be frozen until an appeal decision is made. If the appeal is unsuccessful, you will be advised in writing and provided with details of the independent appeals service (POPLA) and a unique appeal reference. You may not avail of the independent appeals service unless your appeal to Carflow is rejected in the first instance.



Electronic submission

Please visit www.carflow.co.uk/appeals to upload your appeal via Carflow's website. To submit via e-mail, please send your appeal to appeals@carflow.co.uk. Electronic submission will ensure that appeals are dealt with in the quickest time possible.



By Post

Please send your appeal to the following address:
Appeals Department, Carflow, PO Box 76433, London EC1P 1BB.
Response times for postal appeals are significantly longer than for electronic appeals.

Moorlands Car Park, Leek Whitelist Search

Manage whitelist entries

Window / Manage whitelist entries

Filters

From: 09/04/2020 12:00 AM

To: 09/12/2020 12:00 AM

Carpark Sites: Moorlands Centre Leek

Plate distances: ☒ 0 ☒ 1 ☒ 2 ☐ 3 ☐ U

Plate	DateTime	DateTime	Type	Amount	Carpark Site	Search distance
No matching records found						

Carflow whitelist search for Moorlands car park, Leek from 04-Sep-20 to 12-Sep-20. No payments have been taken by Carflow during that time.

Moorlands Car Park, Leek Whitelist Search

Manage whitelist entries

Window / Manage whitelist entries

Filters

From: 09/08/2020 10:00 AM

To: 09/08/2020 12:00 PM

Carpark Sites: Moorlands Centre Leek

Plate distances: ☒ 0 ☒ 1 ☒ 2 ☐ 3 ☐ U

Plate	DateTime	DateTime	Type	Amount	Carpark Site	Search distance
MHN	09/08/20 11:55	09/08/20 13:55	Parking	1.0	Moorlands Centre Leek	
KCH	09/08/20 11:54	09/08/20 13:54	Parking	1.0	Moorlands Centre Leek	
SA1	09/08/20 11:52	09/08/20 13:52	Parking	0.8	Moorlands Centre Leek	
ALF	09/08/20 11:45	09/08/20 13:45	Parking	0.8	Moorlands Centre Leek	
DXS	09/08/20 11:35	09/08/20 13:35	Parking	2	Moorlands Centre Leek	
DNB	09/08/20 11:29	09/08/20 13:29	Parking	2	Moorlands Centre Leek	
LSP	09/08/20 11:23	09/08/20 13:23	Parking	2	Moorlands Centre Leek	
LVR	09/08/20 11:13	09/08/20 13:13	Parking	0.8	Moorlands Centre Leek	
NLM	09/08/20 10:20	09/08/20 12:20	Parking	2	Moorlands Centre Leek	
NK6	09/08/20 10:18	09/08/20 12:18	Parking	2	Moorlands Centre Leek	
MD1	09/08/20 10:16	09/08/20 12:16	Parking	2	Moorlands Centre Leek	
MD1	09/08/20 10:15	09/08/20 12:15	Parking	0.8	Moorlands Centre Leek	
KV6	09/08/20 10:13	09/08/20 12:13	Parking	0.8	Moorlands Centre Leek	
YRT	09/08/20 10:12	09/08/20 12:12	Parking	0.8	Moorlands Centre Leek	

Carflow whitelist search for Moorlands car park, Leek on 08-Sep-20 between 10:00 and 12:00. There were payments in varying denominations during this time and payments before and after the appellants stay at the car park. There is no evidence that the appellant paid for parking for their stay, we can find no evidence of the appellants VRN or a VRN resembling the appellants [REDACTED]

Overview vehicle photo in



Overview vehicle photo out



Infrared vehicle photo in



Infrared vehicle photo out



DVLA Request

ns2:Date	2020-09-15T23:32:09.226Z
ns2:ApplicationId	DVLA_KADOE
ns2:TransactionId	817
ns1:EnquirerId	AA915
ns1:IntermediaryId	A19
ns1:EnquirerReference	[REDACTED]
ns1:EnquiryCode	00CH
ns1:DateOfEvent	9/8/2020
ns1:VRM	[REDACTED]
ns1:DateOfResponse	9/15/2020
ns1>Title	[REDACTED]
ns1:Forename	[REDACTED]
ns1:Surname	[REDACTED]
ns1:CompanyName	[REDACTED]
ns1:AddressLine1	[REDACTED]
ns1:AddressLine2	[REDACTED]
ns1:City	[REDACTED]
ns1:Postcode	[REDACTED]
ns1:AddressLine3	[REDACTED]
ns1:Make	[REDACTED]
ns1:Model	[REDACTED]
ns1:Engine	[REDACTED]
ns1:VIN	[REDACTED]
ns1:Colour	[REDACTED]
ns1:DateOfLicenceExpiry	[REDACTED]
ns1:DateOfFirstRegistration	[REDACTED]
ns1:DateOfChangeOfKeeper	[REDACTED]
ns1:NumberOfPreviousKeepers	[REDACTED]
ns1:HardCopyIndicator	[REDACTED]



Carflow Appeals: Case [REDACTED]

From: **Carflow - Appeals** | appeals@carflow.co.uk

Wednesday 23 Sep, 18:18

[REDACTED]
POPLA Appeal Code [REDACTED]

Dear [REDACTED]

Thank you for getting in touch with Carflow.

This car park is private land and Carflow has been engaged by the landowner to ensure that motorists pay the correct parking tariff. When parking on private land it is the responsibility of the motorist to ensure they have adhered to the terms and conditions of the car park.

You have suggested that you made a payment for this VRN. We have checked our records and can find no records of a payment for this VRN or any VRN resembling it. However, if you can provide any evidence to substantiate your claim we will obviously consider this. We can also see that we have payments for other VRNs before, during and after your stay in the car park indicating there were no issues with the machines at this time.

Carflow use industry renowned Flowbird parking terminals. We have found them to be the most user friendly and reliable parking terminals in the market. Carflow customers transact tens of thousands of times on our own such machines each month and we have rarely had any complaints about how user friendly they are. The instructions are clear and easy to follow:

If you pay by cash, the process is as follows:

Cash

Enter registration -> validate -> insert coins -> validate -> take ticket

This car park also has an option to pay online, giving you an alternative payment method if you were unable to use the payment terminals on site.

Your details were provided to us by the DVLA as the registered keeper of the vehicle on the date of the event. Parking on private land is governed by the Protection of Freedoms Act (2012), which introduced keeper liability for parking charges incurred on private land. If you are the keeper of a vehicle that has breached the terms and conditions of a site that we manage, and the driver of the vehicle is unidentified, we are entitled to recover any unpaid PCN amount from you. However, If you were not driving the vehicle at the time of the alleged offence, you should tell us the name and address for service of the driver and pass this notice to them. We will then pursue the driver for the charge. If you do not provide these details we are required to inform you that in accordance with Schedule 4 of the Act, Carflow will have the right to recover any unpaid part of the parking charge from you, the registered keeper.

Our notice to keeper clearly states:

In accordance with Schedule 4 of the Protection of Freedoms Act 2012 (9.2.b), the driver of the motor vehicle is

required to pay the parking charge in full. As you are the registered keeper of the vehicle and we do not know the driver's name or current postal address ("address for service"), we invite you to pay this PCN.

What if I am not the driver?

If you were not driving the vehicle at the time of the parking event, you should tell us the name and address for service of the driver and pass this notice to them. We can then pursue the driver for the charge.

When a vehicle enters the car park our cameras take a timestamped photo of your vehicle. The system does the same on exit. The system then calculates the stay time based on these reads. Our cameras and computing equipment are regularly checked. The British Parking Association audits the ANPR systems in use by parking operators in order to ensure the systems are in good working order and the data collected is accurate. We have records of cars entering and exiting the car park between the times you entered and exited which confirms the system was working correctly at the time. Our system has correctly calculated that you stayed at Moorlands Shopping Centre car park for 39 minutes between 10:20 and 11:00 on 08-Sep-20. The signs at the car park clearly state *"By parking, waiting or otherwise remaining on this private land, motorists enter into a contract with Carflow Ltd and agree to comply with the terms and conditions as set out on this notice"*. Therefore, parking tariffs come into effect as soon as the vehicle enters the car park, this includes time taken to find a parking space and make a payment.

By entering and parking on this privately owned land, the driver entered into a contract with Carflow Limited and agreed to be bound by the terms and conditions, which are clearly displayed on the signs at the entrance and throughout the site. The full parking tariff must be paid prior to leaving the car park and the correct Vehicle Registration Number (VRN) entered. As a sufficient tariff was not paid for parking, we have no option but to reject your appeal. We understand your frustration but the parking tariffs are clearly displayed at the site and are in operation 24 / 7.

You have now reached the end of our internal appeals procedure and you now have two options; you can either pay or appeal to POPLA. You cannot do both. If you feel you have not been given a fair decision from Carflow you have the right to appeal to POPLA, the independent appeals service (see attached form). Your POPLA appeal code can be found at the beginning of this correspondence. You must appeal to POPLA within 28 days of this rejection notice. The quickest and easiest way to submit your appeal to POPLA is online at www.popla.co.uk. If you appeal to POPLA, you will lose the opportunity to pay at the discounted rate.

As a gesture of goodwill we are willing to extend the discounted payment period by 14 days from the date of this correspondence. Therefore, payment can still be made at the discounted rate of £60 until 07-Oct-20. Payment must be made within 28 days (by 21-Oct-20). If payment is delayed beyond 21-Oct-20, an administrative charge may be added for late payment and debt recovery or court action may be taken. Additional costs may also be incurred as a result of debt recovery or court action.

By law we are also required to inform you that Ombudsman Services (www.ombudsman-services.org/) provides an alternative dispute resolution service that would be competent to deal with your appeal. However, we have not chosen to participate in their alternative dispute resolution service. As such should you wish to appeal then you must do so to POPLA, as explained above.

Payment Information

Carflow accepts payment by cheque and all major UK credit and debit cards including Visa, Visa Debit, Mastercard and Maestro. We do not accept American Express.

Via the Internet

Please visit www.carflow.co.uk/pay-pcn and follow the instructions on screen. An e-mail receipt will be provided once payment has been made.

By Telephone

Please phone 0330 223 4174 and follow the instructions. Calls cost no more than calls to geographic numbers (01 or 02) and are included in inclusive minutes and discount schemes in the same way. An option to have an SMS receipt provided is available once payment has been made.

By Post

To pay by post, please make a cheque or postal order payable to Carflow Limited for the correct amount and send it to the following address, quoting your PCN reference on the back:

Carflow Limited, PO Box 76433, London, EC1P 1BB.

If you are paying by post, the letter must be postmarked before the date the charge is due to be paid to avoid additional fees for late payment.

Kind Regards,

Carflow Appeals Team

From: [REDACTED]

Tuesday 22 Sep, 20:38

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Dear Sirs,

Re: Appeal PCN number [REDACTED]

I have received your Notice to Keeper with the above reference number for vehicle registration [REDACTED]

The driver paid for parking by inserting 80p and entered the vehicle registration number. Your equipment failed to deliver a ticket. The driver has therefore paid in full in accordance with your conditions and there has been no breach, only equipment failure.

You have also failed to comply with the requirements of Schedule 4 of The Protection Of Freedoms Act 2012 namely, but not limited to, failing to give the invitation to keeper in the format prescribed by section 9 (2) (e) of the Act.

In addition you have failed to give the period of parking as required by 9 (2) (a). Photos taken of a car moving in front of a camera cannot, by definition, be parking.

[REDACTED]

You cannot, therefore, transfer liability for the alleged charge from the driver at the time to me, the keeper.

There is no legal requirement to name the driver at the time and I will not be doing so.

I do not expect to hear from you again, or your debt collectors, except to confirm that no further action will be taken on this matter and my personal details have been removed from your records.

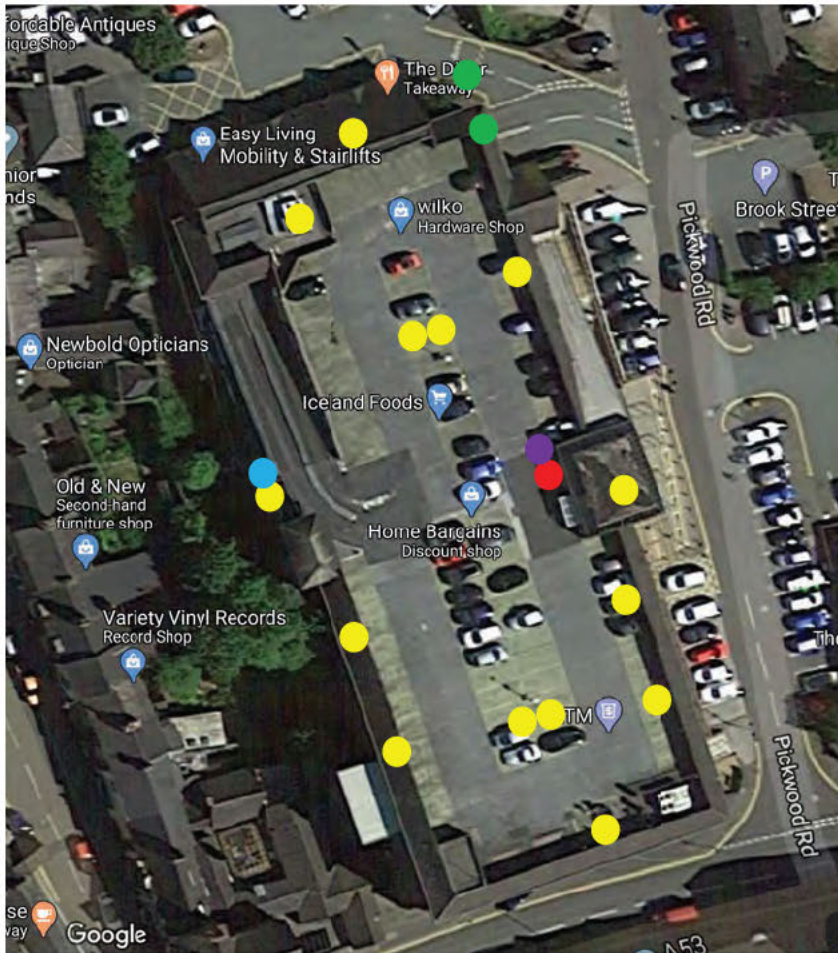
Yours faithfully

[REDACTED]

[REDACTED]



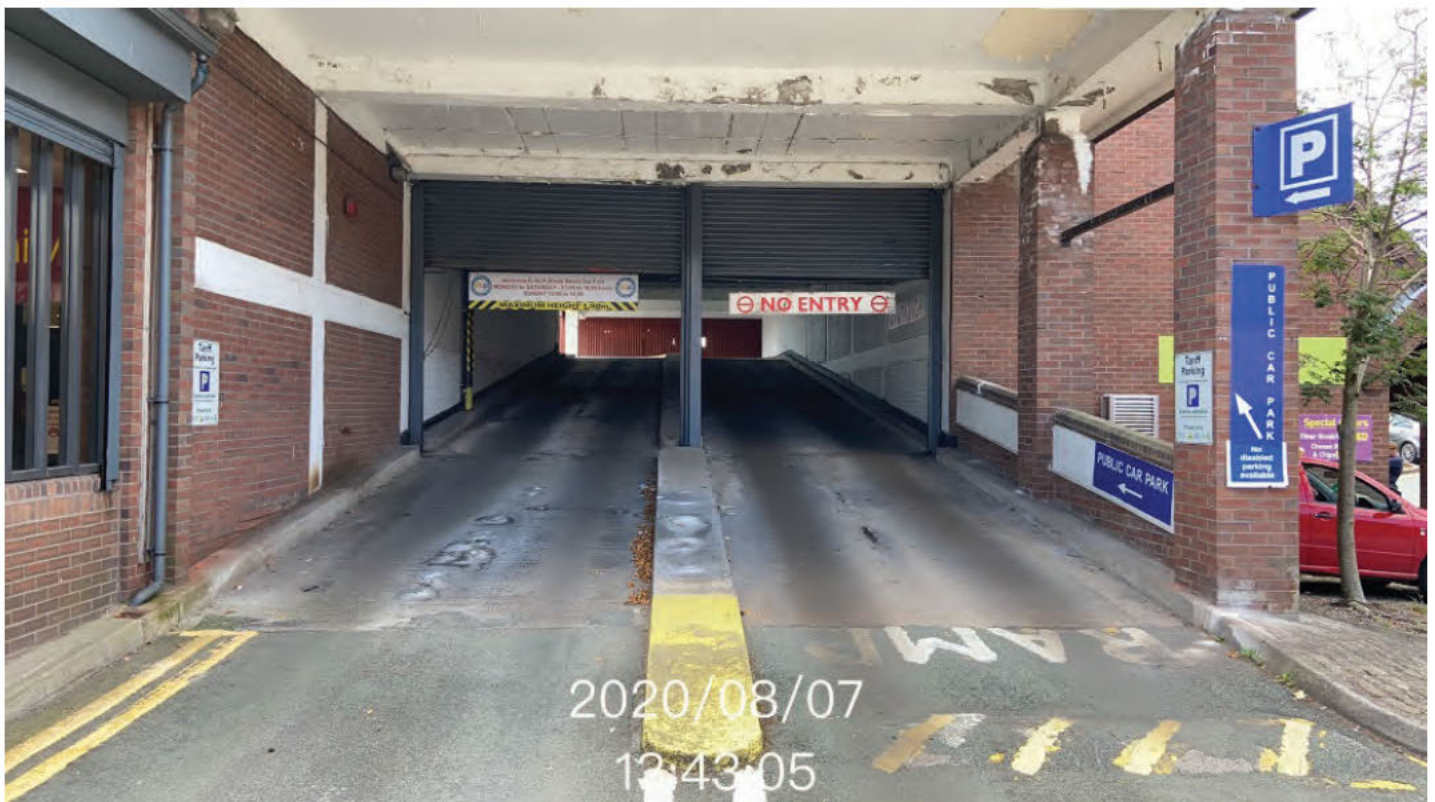
Location of signs in car park



Signs in car park

- Online Payment / Tariff sign (x 1)
- Entrance sign (x 2)
- Car park rules signs (x 14)
- RCP "attention" signs (x 1)
- Tariff rules signs (x 1)

Entrance of car park from Pickwood Road



Tariff Parking

Charges apply - see notices for details



Camera controlled

Automatic number plate recognition in use

Private land

Managed by Carflow Limited
Company No: 8583561
Telephone: 0330 223 4174



Car park rules sign (475mm x 625mm) – reflective face
14 x signs located throughout car park (see map for locations).

PRIVATE CAR PARK

Parking Tariffs Apply

- **Parking tariffs apply. See tariff board for details. Please enter FULL vehicle registration when paying for parking.**
- **Tariff is calculated based on stay time. Please note your car park entry time to correctly calculate your tariff.**
- **Failure to pay the appropriate tariff may result in a Parking Charge Notice (PCN).**
- **Tariffs apply to all motorists, including disabled badge holders.**
- **Motorists must not cause obstruction to traffic or property entrances / exits. Disabled bays are for disabled badge holders only.**
- **Carflow Limited manages parking enforcement at this car park on behalf of RCP Parking Limited.**

**Failure to comply will result
in a Parking Charge of:**

£100

**If the Parking Charge is paid
within 14 days of the date of
issue, the Parking Charge
will be reduced to:**

£60

Parking enforcement takes place 24 hours a day, 7 days a week at this site. The same parking conditions/tariffs apply to all motorists, including disabled badge holders. Carflow Ltd is authorised by the landowner to manage parking at this site on its behalf. Carflow Ltd is not responsible for the car park surface, general site safety, users' safety, vehicle contents or damage or loss to or from motor vehicles. This is a camera controlled car park. ANPR and/or vehicle photography by parking attendants is in operation. This car park is private property. By parking, waiting or otherwise remaining on this private land, motorists enter into a contract with Carflow Ltd and agree to comply with the terms and conditions as set out on this notice ("The Parking Contract"), including making payment and entering your vehicle registration data via payment machines, mobile phone, telephone, internet browser and/or terminals as required. If the motorist fails to comply with the terms and conditions, they agree that they are liable to pay a Parking Charge and vehicle keeper details may be requested from the DVLA. If a Parking Charge becomes due, a reduced payment option will be available for a specified period from issue. Failure to pay within this period will result in the full amount becoming payable. If the Parking Charge remains unpaid after 28 days, an administration fee may be added and debt recovery or court action may be taken. Additional costs may also be incurred as a result of debt recovery or court action. The Parking Contract shall form the entire agreement between the parties and any variation of the terms shall not be valid unless confirmed in writing by Carflow Ltd. In addition to the Parking Contract, please see details on how Carflow Ltd protects your data privacy below.

Privacy Information - when you use this car park, Carflow Ltd collects and processes certain data in order to ensure that you are complying with our terms and conditions and to enforce these where necessary. We also use the data for car park management. This will include, for example, reporting on vehicle turnover and repeat visits in order to improve the customer experience. The data we collect comprises images of vehicles using the car park, the Vehicle Registration Number and times of entry/exit. This is collected via Automatic Number Plate Recognition cameras and/or vehicle photography by parking attendants, as well as via payment machines or terminals. We may share data from time to time as required to support the purposes stated above. When collecting the data specified above, Carflow Ltd is the Data Controller. For further details, including information about your rights as a data subject, please call 0330 223 4178 or visit our website at www.carflow.co.uk/privacy

Managed by Carflow Limited
Company No: 8583561
Telephone: 0330 223 4174



PRIVATE CAR PARK

Parking Tariffs Apply

- Parking tariffs apply. See tariff board for details. Please enter FULL vehicle registration when paying for parking.
- Tariff is calculated based on stay time. Please note your car park entry time to correctly calculate your tariff.
- Failure to pay the appropriate tariff may result in a Parking Charge Notice (PCN).
- Tariffs apply to all motorists, including disabled badge holders.
- Motorists must not cause obstruction to traffic or property entrances / exits. Disabled bays are for disabled badge holders only.
- Carflow Limited manages parking enforcement at this car park on behalf of RCP Parking Limited.

IMPORTANT NOTICE

If your initial payment does not cover the total stay time, please top up your payment via the machines or online before leaving the car park. Failure to comply with the terms and conditions may result in a Parking Charge Notice (PCN).

**Failure to comply will result
in a Parking Charge of:**

£100

If the Parking Charge is paid
within 14 days of the date of
issue, the Parking Charge
will be reduced to:

£60

Parking enforcement takes place 24 hours a day, 7 days a week at this site. The same parking conditions/tariffs apply to all motorists, including disabled badge holders. Carflow Ltd is authorised by the landowner to manage parking at this site on its behalf. Carflow Ltd is not responsible for the car park surface, general site safety, users' safety, vehicle contents or damage or loss to or from motor vehicles. This is a camera controlled car park. ANPR and/or vehicle photography by parking attendants is in operation. This car park is private property. By parking, waiting or otherwise remaining on this private land, motorists enter into a contract with Carflow Ltd and agree to comply with the terms and conditions as set out on this notice ("The Parking Contract"), including making payment and entering your vehicle registration data via payment machines, mobile phone, telephone, internet browser and/or terminals as required. If the motorist fails to comply with the terms and conditions, they agree that they are liable to pay a Parking Charge and vehicle keeper details may be requested from the DVLA. If a Parking Charge becomes due, a reduced payment option will be available for a specified period from issue. Failure to pay within this period will result in the full amount becoming payable. If the Parking Charge remains unpaid after 28 days, an administration fee may be added and debt recovery or court action may be taken. Additional costs may also be incurred as a result of debt recovery or court action. The Parking Contract shall form the entire agreement between the parties and any variation of the terms shall not be valid unless confirmed in writing by Carflow Ltd. In addition to the Parking Contract, please see details on how Carflow Ltd protects your data privacy below.

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Managed by Carflow Limited
Company No: 8583561
Telephone: 0330 223 4174



Online payment / tariff sign (750mm x 500mm)

1 located at Payment Terminals.

Welcome to
**Brook Street
Car Park**

**Monday to Saturday (07:00 to 18:00)
Sunday (10:00 to 16:00)**

**80p Per Hour
(Maximum 3 hours)**

£2.00 All Day

Vehicles are parked entirely at owner's risk and RCP Parking Ltd accepts no responsibility for loss or damage to vehicles or their contents however caused.

RCP PARKING LIMITED, 15 The Close, Norwich NR1 4DZ
Telephone 01603 620720 | www.rcpparking.com | Company Registration Number: 2904876

Online pay @ rcpparking.com Location ID 6515

ACL UNAS APPROVED OPERATOR BPA f

Text of small print on rules signs

Parking enforcement takes place 24 hours a day, 7 days a week at this site. The same parking conditions/tariffs apply to all motorists, including disabled badge holders. Carflow Ltd is authorised by the landowner to manage parking at this site on its behalf. Carflow Ltd is not responsible for the car park surface, general site safety, users' safety, vehicle contents or damage or loss to or from motor vehicles. This is a camera controlled car park. ANPR and/or vehicle photography by parking attendants is in operation. This car park is private property. By parking, waiting or otherwise remaining on this private land, motorists enter into a contract with Carflow Ltd and agree to comply with the terms and conditions as set out on this notice ("The Parking Contract"), including making payment and entering your vehicle registration data via payment machines, mobile phone, telephone, internet browser and/or terminals as required. If the motorist fails to comply with the terms and conditions, they agree that they are liable to pay a Parking Charge and vehicle keeper details may be requested from the DVLA. If a Parking Charge becomes due, a reduced payment option will be available for a specified period from issue. Failure to pay within this period will result in the full amount becoming payable. If the Parking Charge remains unpaid after 28 days, an administration fee may be added and debt recovery or court action may be taken. Additional costs may also be incurred as a result of debt recovery or court action. The Parking Contract shall form the entire agreement between the parties and any variation of the terms shall not be valid unless confirmed in writing by Carflow Ltd. In addition to the Parking Contract, please see details on how Carflow Ltd protects your data privacy below.

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Tariff rules & tariff board at parking terminals



Entrance of upper surface area of car park

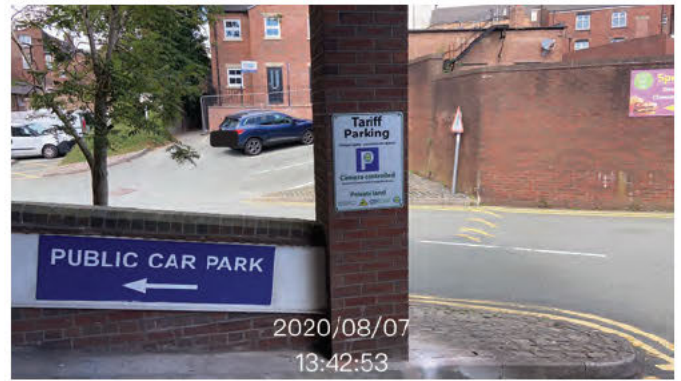


Rules signs at parking terminals



Rules signs

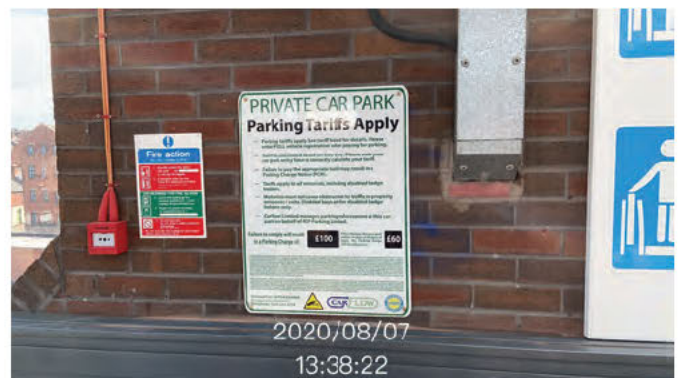
Entrance signs



Rules signs



Rules signs



Rules signs



Rules signs



Rules signs



Rules signs



Rules signs



Rules signs



Disabled Notice at Parking Terminal



Rules signs



Rules signs



Rules signs



Rules signs





Agreement for the Supply of Parking Services ("The Order")

Date:	18th June 2020
Between:	Carflow Limited
Address:	Kemp House 160 City Road London EC1V 2NX United Kingdom
And:	RCP Parking Ltd
Head office address:	15 The Close Norwich Norfolk NR1 4DZ United Kingdom
Site	Carflow shall provide its services (which may be amended from time to time) at the defined location.
Site name:	Moorlands Shopping Centre Car Park
Site address:	Pickwood Road Leek ST13 5SN United Kingdom
Site particulars:	The site consists of a c. 80 space car park above Moorlands Shopping Centre with vehicle access via a ramp from Pickwood Road, Leek, ST13 5SN. The car park can also be accessed by pedestrians via the shopping centre. The vehicle access ramp is a two lane ramp with an entrance lane and an exit lane. There is no other vehicle access to the site.
The Client authorises Carflow to carry out its services on the site as its authorised car park manager.	
Customer VAT number	637 0900 47
Services	Carflow will provide car park management services in accordance with its site survey and installation specification. These services will include: Equipment installation and maintenance, DVLA registered keeper detail searches; Parking Charge Notice (PCN) generation; PCN issuance; Online payment and cash collection services; and Statistical reporting. Carflow reserves the right to supplement or amend the services by written notice to the Client from time to time.
Provision of Service:	Pay and Display (P&D) linked ANPR system.
Number of cameras:	2
Number of site entrances / exits:	1 - entrance and exit to the site is via a two lane ramp from Pickwood Road.
Number of P&D machines:	2 (existing Parkeon Strada machines)
Signage requirements:	20 required for the site (TBC). Dimension are 625mm x 475mm.
Charges	
<p>Max stay restrictions:</p> <p>Hours of operation:</p> <p>Vehicle restrictions / exempt vehicles:</p>	
<p>Initial term:</p> <p>A period commencing on 5th August 2020, expiring after 3 years.</p>	
<p>The Parties agree to the terms set out in this agreement (The Order), which includes Carflow's Terms & Conditions of Supply (attached). The agreement is hereby executed by the following authorised representatives:</p>	
Signed on behalf of the Client:	Signed on behalf of Carflow Limited:
<p>SIGNATURE</p> <p>NAME (PRINT) S. NAGHSHWEH</p> <p>JOB TITLE ASSOCIATE DIRECTOR</p> <p>DATE 18/06/20</p>	<p>SIGNATURE</p> <p>NAME (PRINT) Louis Greely</p> <p>JOB TITLE Director</p> <p>DATE 18th June 2020</p>

TERMS & CONDITIONS

1. Definitions and interpretation

1.1 For the purposes of the Contract (as defined herein below), the following words/phrases shall mean the following:

"ANPR" means automatic number plate recognition;

"Approved Operator Scheme" means the BPA's scheme including any code of practice issued by it from time to time that regulates parking on private land;

"BPA" means the British Parking Association;

"Carflow" means Carflow Limited.

"Client" means the person or firm who has engaged Carflow to provide the Services;

"Contract Parking" means where a motorist has paid in advance to park at the Site;

"Conditions" means these terms and conditions as amended from time to time in accordance with clause 17.7;

"Contract" means the contract between Carflow and the Client for the supply of Services incorporating the Order, these Conditions and any appendices or schedules attached thereto or documents referred to therein;

"Equipment" means all materials, equipment, documents and other property of Carflow used in connection with the Services;

"Intellectual Property Rights" means all patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Go Live Date" shall be the date on which the Services are activated at the Site;

"Order" means the Client's order for Services as set out in the Client's purchase order form;

"Parking Charge Revenue" means revenue generated from the issuance of PCNs;

"Parking Tariffs" means the tariff levied on motorists for parking on the Site (excluding PCN revenue), whether in the form of Pay & Display, Pay on Foot, Permit Charges or otherwise;

"PCN" means a parking charge notice;

"P&D" means 'Pay and Display';

"Permit System" means permit based parking system, set up with the defined criteria as set out in the user manual on a site by site basis, working in conjunction with the ANPR system, P&D system or linked system, for monitoring and enforcing permit only parking areas and site(s) operating a permit scheme, whether they be revenue generating areas or not;

"Permit System Tariff" means the tariff levied on motorists (if any) in respect of the Permit System;

"Services" means the services to be supplied by Carflow to the Client as set out in the Order and in accordance with these Conditions;

"Self-Ticketing" means a process whereby PCNs are issued in accordance with clause 6 below; and

"Site" means the premises or car park (belonging to the Client or on which it has authority to act) on which Carflow shall provide the Services. Throughout the contract, any reference to "Site" shall be taken to mean "Car Park" and vice versa.

1.2 In these Conditions, the following rules apply:

i. person includes a natural person, corporate or unincorporated body

(whether or not having separate legal personality);

ii. a reference to a party includes its successors or permitted assigns;

iii. a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

iv. any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

v. a reference to writing or written includes faxes and e-mails; and

vi. the words describing the singular number shall include the plural and vice versa, words denoting either gender shall include both genders and words denoting natural persons shall include corporations and partnerships and vice versa.

5.3 The Client (i) being the landowner of the Site(s), (i) having the prerequisite authority to bind the landowner (as agent for the landowner), or (ii) being a leaseholder on the Site and having received prior written authorisation from the landowner consenting to the provision of the Services on the Site, hereby appoints Carflow to act as the appointed "Car Park Operator". Such appointment may include but shall not be limited to the authority to:

(a) carry out parking control and enforcement work at the Site(s) in

accordance with the BPA Approved Operator Scheme Code of Practice;

(b) install and maintain signage at the Site(s) to notify users of the Site of the Services, the costs of which will be borne as specified in The Order. The exact number of signs at each Site shall be determined at Carflow's discretion and the costs of any additional signs in excess of that determined by Carflow shall be borne by the Client; and

(c) review the quantum of all parking charges applicable to the Site after the first year and annually thereafter. Any increase in such parking charges shall be in line with the BPA Approved Operator Scheme Code of Practice and shall be with the consent of the Client (such consent not to be unreasonably withheld or delayed).

5.4 The conditions or restrictions on parking control shall be jointly agreed between the Parties including, but not limited to, the time limits to be notified for free parking or paid parking via the signage and grace periods at the Site(s), the Parking Tariffs (if applicable), Contract Parking, Permit System Tariffs (if applicable) and exemption rules (if applicable).

5.5 Carflow may amend the time limit or tariff on a Site with the consent of the Client. In the event that the Client refuses to amend the time limit, Carflow may terminate this Agreement without liability to the Client by giving 30 days written notice.

5.6 Carflow are hereby authorised to issue PCNs and collect all related Parking Charge Revenue by any method up to and including by way of legal proceedings to recover charges due from drivers charged for unauthorised parking.

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