

Parking Fines – Template Letter



You get a parking ticket that's issued by a private contractor as to an authority, such as your local council or the police, send them the following letter, amend it to apply to your situation. Private corporations cannot demand a penalty fare as penalty fares are irrecoverable at common law. They can only claim for actual losses. So if you are staying in a car park that is free, they haven't incurred a loss or if you pay say £2 for 4hrs, they can only claim for £2. The following letter is from a solicitor/lawyer

Dear Sir/Madam

I am writing in final response to your claim for £xyz supposedly due in relation to Parking Charge Notice 123456, issued on DATE.

You are probably aware Private Parking Companies rely on the law of contract as the basis for claiming and enforcing penalty notices. This differs from notices issued by police or local authorities that are issued pursuant to the Road Traffic Act 1991.

The long established remedy for breach of contract is damages and the measure of the same is to put the injured party in the same position had the breach not occurred. Clearly, therefore in this instance there is no loss amounting to £xyz (put the amount they are claiming), as the parking is free. It is trite law (Wilson v Love 1896, Dunlop Pneumatic Tyre v New Garage Motor 1915

et al) that you cannot charge a penalty for breach of contract, i.e. where the sum bears no relation to the potential loss.

I am not the only driver of the vehicle and require proof that it was myself driving at the time of the alleged offence.

Additionally, the Unfair Terms in Consumer Contracts Regulation 1999 and related Statutory Instrument 1999 No. 2083, in particular at section 5 states that unfair terms are:

(1) A contractual term which has not been individually negotiated shall be regarded as unfair if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations arising under the contract, to the detriment of the consumer.

(2) A term shall always be regarded as not having been individually negotiated where it has been drafted in advance and the consumer has therefore not been able to influence the substance of the term.

(3) Notwithstanding that a specific term or certain aspects of it in a contract has been individually negotiated, these Regulations shall apply to the rest of a contract if an overall assessment of it indicates that it is a pre-formulated standard contract.

(4) It shall be for any seller or supplier who claims that a term was individually negotiated to show that it was.

(5) Schedule 2 to these Regulations contains an indicative and non-exhaustive list of the terms which may be regarded as unfair.

There is also the Unfair Contract Terms Act 1977 that states in section 4 that:

(1) A person dealing as consumer cannot by reference to any contract term be made to indemnify another person (whether a party to the contract or not) in respect of liability that may be incurred by the other for negligence or breach of contract, except in so far as the contract term satisfies the requirement of reasonableness.

(2) This section applies whether the liability in question –

(a) is directly that of the person to be indemnified or is incurred by him vicariously;

(b) is to the person dealing as consumer or to someone else.

Clearly the charging of £xyz is wholly unreasonable.

We have no intention of wasting any more time corresponding with you. If you continue to pursue the matter this will constitute an offence under the Protection From Harassment Act 1997.

Due to the way in which you have harassed me in this matter, as well as the supposedly official nature of your alleged "PCN" I am considering reporting the matter to the police pursuant to Section 40 of the Administration of Justice Act 1970, that states, it is an offence to coerce another person to pay money claimed from the other as a debt due to under contract if he or she:

(a) harasses the other with demands for payment which by their frequency, or the manner or occasion of their making, or any accompanying threat or publicity are calculated to subject him or his family or household to alarm, distress or humiliation;

(c) falsely represent themselves to be authorised in some official capacity to claim or enforce payment;

(d) utters a document falsely represented by him to have some official character or purporting to have some official character which he knows it has not.

Again, as this is a breach of contract claim I am only liable to compensate you for ACTUAL LOSS. As parking was free for 2/3/4 (amend as necessary) hours, you have not suffered a loss of £xyz .

I look forward to your written confirmation that the ticket has been withdrawn.

Regards