For the personal & private attention of: Rupert John Williams 



USE THIS LETTER AT YOUR OWN RISK
DELETE ALL BOXES AND ALL TEXT INSTRUCTIONS IN GREEN
Use of ; is deliberate - as is use of lower case i where marked.
Same with lower case start to each paragraph.
[Postcode and address deliberately in square brackets]
NEVER write to a title (Mr, Mrs etc)
- make it PERSONAL – to the living man or woman!
Extra personal with a photo of the addressee!

In care of:
[Address Line1]
[Address Line2]
[Address Line3]
[POSTCODE]

Date: 10th March 2022

Rupert John Williams (a man who sometimes acts as Director for UK Parking Control Ltd,
company number 05104383)
UK Parking Control Ltd
Voyager House
Mercury Park
Wycombe Lane
Wooburn Green
HP10 0HH

The more people who receive this letter and who may have corporate and personal responsibility for their staff, the better.
Consider: CEO, Senior Directors, (partic HR), Regional & Line Managers, Chair of the Board of Trustees (if any)
You address these the same way, as to the left.
Combine and use the one address if they all work together.
Then it would be: To: Rupert and Rachel.
NEVER 'Dear' – that's for your aunty Maude!

sent by registered post: SF12345678GB

Send this Notice via Royal Mail Special Delivery
Include the tracking number on here as additional proof

To: Rupert

NOTICE OF CONDITIONAL ACCEPTANCE UPON VALIDATION OF CLAIM

notice to agent is notice to principal, notice to principal is notice to agent
Consensus facit legem *– Consent makes Law* **- I DO NOT CONSENT**

your 'PCN' no.: 946123456789
my ref: XXXXX-UKPC-1201

Enter their ref here, as to the left
Make up your own ref, as the left

WITHOUT PREJUDICE - NON NEGOTIABLE

please read the following Notice thoroughly and carefully before responding; it is a Notice, a lawful instrument that requires your urgent attention; it informs you; it means what it says; this 'Notice of Conditional Acceptance' may be used 'as created', as evidence in my defence, in any circumstance of my choosing;

this Notice is also addressed to your heirs, representatives, permitted successors and assigns where applicable, should any of these take over from you and assume control over your people;

this is a Notice and is not a letter, nor a complaint, nor an appeal, nor a dispute, nor any other word with similar meaning and is not to be treated as such; this removes controversy; because it is a lawful Notice;

The company will try to convert your 'Notice' into an appeal, complaint or similar. This creates controversy, which is more likely to end up in a court. You rebut this here.

This is conditional acceptance which removes controversy. I'll pay what you are asking me to pay, but you must reply to my questions and provide substantive 'proof of claim'.

having studied the legal aspects of this alleged debt, i am offering conditional agreement and acceptance of what you are asking me to pay, subject to your substantive response to my own terms and conditions which are non negotiable; we will undertake to settle any financial obligation we might lawfully owe on the alleged debt on the condition that we receive from you the documentation required in this Notice; ALL documentation to be presented in SUBSTANCE and with FULL DISCLOSURE;

be it known we will ask for full disclosure under Civil Procedure Rules (CPR) Part 31.16 'Disclosure Before Proceedings Start'; this will establish who has legal title, who is the trustee, agent and beneficiary and more importantly who has claim over whom; we believe we can agree at this stage who the beneficiary is and therefore the true creditor;

the documentation and answers required will be clearly marked with the prefix '**ACTION POINT**' to facilitate your response and will be summarised at the end';

our requirements also remove controversy, and means you no longer have any ultimate recourse to a court of law in this matter, because there is no controversy upon which a court of law could adjudicate; you always have the option of dragging these conditions into a court of law only to be told that they are, indeed, perfectly lawful; that is, of course, always your prerogative should you decide to waste your time;

there is a strict time-limit on this agreement being offered and any time limit stipulated herein for your response and our requirement of a point by point rebuttal is final and non negotiable; such a time limit is reasonable enough time for a substantive reply; if it runs out then you and all associated parties are in default, removing any and all lawful excuse on your part for proceeding in this matter; any attempt by you to assume an extension of this time limit will be immediately rejected from the outset;

for these reasons, it is recommended that you carefully consider this notice and respond in substance, which means actually addressing each of the points raised herein;

Rupert, this Notice is addressed to you personally and directly and is Private between us; for you to allow or instruct your subordinates to reply on your behalf we regard as interfering in our commercial affairs; please note from this point on any mail received in this matter will be returned to sender without dishonour;

You are stating that the Director has to reply personally.
Anything else is not acceptable. YOUR Notice, YOUR Terms!

if any communication is received from you or your company, other than notifying us of your withdrawal of demands, then fees will be payable according to my fee schedule herein enclosed; our time is not free; this Notice is quite definitive being a Notice of Conditional Acceptance and is clear and contractual in nature;

Your fee schedule is included towards the end, together with an 'application for payment for costs already incurred, if appropriate.

the above should clarify our standing and avoid any misinterpretation of this Notice of Conditional Acceptance;

Look up why you write 'we', 'us' etc on your Notice.
Perhaps it's you + your strawman? You can do the whole Notice in 'I' if you choose.

we are in receipt of multiple offers and invites to pay the attached penalty charge notice ('PCN'), the first of which was dated 8th January 2022; and the last of which was dated 23.02.22, shown in 'Exhibit A'; we have kept photocopies of the 'PCN' letters for our private court of record;

we are aware that UK Parking Control Ltd is a private registered company as evidenced by registered company number in England & Wales: 05104383; it is noted that you are acting as agent on behalf of an unnamed land owner, therefore **ACTION POINT** we require copies of any bilateral or trilateral contracts, which create obligations on each party to perform, including any delegated Instrument of Novation, signed, and sealed in a tripartite contract together with a signed invoice compliant with the Bills of Exchange Act 1882;

Invoice

it is noted that you have made a 'demand for payment' without including a 'true bill'; this is a transgression against the 'Bills of Exchange Act 1882'; a 'demand for payment' is a commercial activity;

all commercial activity is also governed by the Universal Commercial Code' (UCC); all commercial instruments are negotiable until accepted; any obligation in commerce requires a contract to validate performance or is implied by acquiescence; all offers can legally be refused within 3 days (or 14 days [from receipt] if refusal is via the postal system); this counter offer does not include a 'true bill' so is therefore considered a negotiable instrument; your latest 'PCN' offer is, therefore, duly repudiated, refused, declined, rejected and was returned to you by 'Royal Mail®' post on 7th March 2022;

"The Universal Commercial Code (UCC) § 3-201. NEGOTIATION
(a) "Negotiation" means a transfer of possession, whether voluntary or involuntary, of an instrument by a person other than the issuer to a person who thereby becomes its holder;
(b) Except for negotiation by a remitter, if an instrument is payable to an identified person, negotiation requires transfer of possession of the instrument and its indorsement by the holder; if an instrument is payable to bearer, it may be negotiated by transfer of possession alone";

ACTION POINT as you are operating in commerce, we also require from you a full and valid VAT invoice or true bill, compliant with the Value Added Tax Regulations 1995, Part 3, even if VAT exempt;

ACTION POINT we require this properly formatted invoice to include:

- your registered company name, number and address;
- the date of the invoice and the date by which the invoice is to be paid;
- a full description of the goods and services supplied or provided and the cost thereof i.e. what of value has been exchanged – the consideration;
- account for value added tax, be this at zero percent or otherwise, and show your company's VAT registration number; if you are exempt from VAT, state this clearly on the invoice;
- the invoice document must be titled invoice and bear a legible wet ink signature of a stated and named authorised officer of the company;

we have no existing private contract with UK Parking Control Ltd which obligates us to perform as directed in the 'PCN' and there is no 'Law' that obligates us to perform as directed in the 'PCN'; contract makes the LAW;

where there is no contract there is no obligation; obligation and liability cannot exist outside of a formally agreed contract;

Execution Of Company Documents

it is also duly noted it is an unsigned 'Demand for Payment' and 'Parking Charge Notice'; we note that your company is registered in England and refer only to The Companies Act 2006, Section 44;

execution of documents;

(1) under the law of England and Wales or Northern Ireland a document is executed by a business— (a) by the affixing of its common seal, or (b) by signature in accordance with the following provisions;

(2) a document is validly executed by a business if it is signed on behalf of the business —

(a) by two authorised signatories, or (b) by a director of the business in the presence of a witness who attests the signature;

(3) a document signed in accordance with subsection (2) and expressed in whatever words, to be executed by the business, has the same effect as if executed under the common seal of the business";

the legal effect of the statute is that documents and deeds must be signed on behalf of the business by a director in the presence of a witness, or by two authorised signatories; without adherence to these provisions no contracts can be considered duly executed by a business and their terms are therefore legally unenforceable;

as was clearly implied when the Court of Appeal endorsed the view of Lewison J in the case of Williams v Redcard Ltd [2011]: "For a document to be executed by a business, it must either bear the business seal, or it must comply with s.44 (4) in order to take effect as if it had been executed under seal";

subsection (4) requires that the document must not only be made on behalf of the business by complying with one of the two alternative requirements for signature in s.44 (2), it must also be "expressed", in whatever words, to be executed by the business; that means that the document must purport to have been signed by persons held out as authorised company signatories and held out to be signing on the business's behalf;

it must be apparent from the face of the document that the people signing it are doing something more than signing it on the business's behalf; it must be apparent that they are signing it on the business's behalf in such a way that the document is to be treated as having been executed "by" the business for the purposes of subsection (4), and not merely by an agent "for" the business;

it is therefore indisputably conclusive that the PCN correspondence received 15th January 2022 reference number: **946123456789** is indisputably forensic material evidence of Criminal Fraud by abuse of position and misrepresentation by the absence of recognised legal signatories;

it is my understanding that fines can only be issued by a legitimate court and then only after due process;

ACTION POINT do not send any further unsolicited mailings which do not contain proper invoices, as in that event it will be treated as harassment; you may also be committing VAT fraud and committing further offences under the Unsolicited Goods and Services Act 1971, chapter 30 section 2, and the Fraud Act 2006;

Appendix A

you make several claims in your 4th letter of 23 February 2022 such as:

- "the registered keeper is liable to pay…"
- "we therefore contend…"
- "a legally binding contract is formed…"
- "based on a contractual agreement…"
- "it is settled law…"

ACTION POINT please state for and on the record exactly which 'laws', 'Acts' and 'Statutes' you are expressly relying on when making these statements; at the moment, all you have given us is considered 'hearsay' with words used such as 'liable', 'contractual', 'settled law', 'position', 'contend', 'based';

ACTION POINT i require substantive proof of the validity in law of what you are allegedly claiming;

your claim in your letter of 23rd February 2022, received 26.02.22 that my returned envelope is an 'appeal', is a falsehood, as no 'appeal' has been made and your claim of an 'appeal' is hereby rejected; this is fraud by misrepresentation under the Fraud Act 2006;

ACTION POINT provide proof of claim to me in writing that i have made a formal appeal when i have quite clearly not done so;

to be quite clear, this document is a Notice and is not a letter, nor a complaint, nor an appeal, nor a dispute, nor any other word with similar meaning and is not to be treated as such; this removes controversy; because it is a Notice;

'Act of Parliament'
please note that an 'Act of Parliament' is not a 'Law'; an 'Act' is only given the force of 'Law' by the consent of the 'Governed'; it is, therefore, merely an offer to contract; a violation of 'Law' is a criminal act where there is a victim; where there is no victim, there is no crime; a breach of 'Law' is criminal; a breach of an 'Act' is only an offence and cannot be enforced without consent;
Consensus facit legem *– Consent makes Law.* **i do not consent;**

any implied consent is a presumption of court; a presumption is not a fact; a presumption is merely an idea that is taken to be true on the basis of probability; a presumption must be agreed by all parties to be true; one need only challenge a presumption of any claim for the burden of proof to be on the claimant and for the presumption to have no standing or substance in material fact;
maxim in Law: "**ei incumbit probatio qui dicit, non quo negat" ("he who avers must prove")**;

your 'demand for payment' has been addressed to the 'person' you admit to obtaining the details from the Driver and Vehicle Licensing Authority (DVLA);

all your correspondence has been addressed to FIRSTNAME MIDDLENAME LASTNAME, or to MISS FIRSTNAME MIDDLENAME LASTNAME in the case of your last letter, which is my legal person fiction; there is no such living person alive, nor living at this address;

ACTION POINTS we require your:

1. proof of claim that we are a person, and not a living human being;
2. proof of claim that you know what a 'person' actually is, in legal terms;
3. proof of claim that you know the difference between a 'human being' and a 'person' legally speaking;
4. proof of claim that you know the difference between 'legal' and 'lawful';
5. proof of claim that we are a legal fiction 'person' FIRSTNAME MIDDLENAME LASTNAME, being the entity to which your paperwork is addressed, and not fistname [of the family lastname], as commonly called;
6. proof of claim that the charge was the result of a lawful investigation unmarred by prejudice;
7. proof of claim that there is a nameable society or corporation that we belong to and that the laws covered within any alleged transgressions state that they apply to i:woman Firstname [of the family Lastname], as commonly called, within that named society or service corporation which you, Rupert, are vicariously responsible for;

Text Fraud

drafting two or more languages onto a document claiming to be based on 'settled law' is known as 'Glossa'; Black's Law Dictionary defines: 'GLOSSA' - 'it is a poisonous gloss which corrupts the essence of the text';

> GLOSSA VIPERINA EST QUIE CORRODIT VISCERA TESTUS. 11 Coke, 34. It is a poisonous gloss which corrupts the essence of the text. (Black's Law Dictionary 4th Edition (1968) page 820;

when using any Glossa, to transfer commercial contractual documents, you may be guilty of knowingly trying to conceal or confuse the actual facts; no such combined jurisdiction can legally or lawfully exist;

this applies to your fraudulent Parking Charge Penalty Notice **[Exhibit A]** in the name of MISS FIRSTNAME MIDDLENAME LASTNAME;

you, Rupert, are using and abusing my given Crown copyright name without my knowledge; in Law, this is known as "unlawful conversion," a form of kidnapping of assets on paper, which converts the nature of an asset (from living woman to corporate franchise for example) and the jurisdiction in which it operates (from land Law to Sea Law in this case); we object to having our Given Name used and abused in this fashion, and it is our will your corporation ends this venal practice;

this behaviour is indisputably, flagrantly violating Palermo Protocols as you, Rupert John Williams, as well as all relevant heirs and successors, are "trafficking in persons"; this means the recruitment,

transportation, transfer, harbouring or receipt of persons, by means of the use or threat of force, or other forms of coercion, of abduction, of fraud, of deception, of the abuse of power, or of a position of vulnerability; or of the giving or receiving of payments or benefits to achieve the consent of a person, having control over another person, for the purpose of exploitation and are doing so, now, knowingly, willingly, wittingly and intentionally;

Trust Law And The Control of Men And Women As Persons

when we are born, we gift our life, in the form of physical body, to the Monarchy; the Monarchy, by Act of Parliament, creates a government to manage that life on the Crown's behalf; the government, and unincorporated body originally, but now fully incorporated, as revealed in the Clearfield Case, cannot hold property in trust; the legal person is therefore created by the government to hold the life in trust for the Crown;

the person then becomes trustee of the living soul and is bound by the terms and conditions of the trust known as legislation; a trustee can appoint an agent and that agent is our legal person; joinder, the process by which the land of the living and the realm of the presumed dead can become one, happens when the living man or woman, boy or girl, unknowingly accept 'possession' i.e., control, by the government and its authorised agents by accepting the position of 'person' or 'owning' the person's full legal name;

you Rupert are fraudulently trying to create joinder by (a) using my legal name FIRSTNAME MIDDLENAME LASTNAME and (b) trying to get me as trustee to reveal the name of the alleged driver;

you have deliberately and fraudulently used my Crown Copyright legal fiction name without permission;

ACTION POINT i require you to provide documentation that you have the necessary legal authority granted by the Crown to use my Crown Copyright legal fiction name;

Summary of the Birth Trust Triangle

- the government as settlor created the trust known by the name of the legal person (these are the fraudulently obtained details you have acquired from DVLA);
- the trustee is the Public Trust - the administration;
- the trust asset is a life insurance fund or policy taken out on the baby's life;
- the beneficiary is the baby whose life is evidenced by the live birth/born certificate held in the Vatican;
- note that the day you are born is your **birthday** or the day you are registered as a legal person is your **date of birth - two different events for two different entities**;

one entity is very much alive, the other is considered 'dead on paper, an artificial construct or legal fiction and corporation' for the purposes of administration;

i declare that i am a living woman, that i am alive and the blood flows; i am the beneficiary of the government-created estate and funds acquired in its legal name represented by my ALL-CAPITALISED name; my ‘person’ is publicly owned and crown controlled as a crown subject and has no will of its own;

i further declare that i cannot be the legal person simply because I was born days or weeks before the person was created by the Crown;

all your correspondence is wrongly addressed to the legal dead entity FIRSTNAME MIDDLENAME LASTNAME; this is fraud through name conversion; perhaps it should have been addressed to the DVLA?;

and on a lighter note, quite how you expect a ‘dead entity existing only on paper’ as evidenced by the government issued Crown copyright birth certificate to have been ‘driving’ a car is quite beyond me; evidence of further fraud;

Legal Principles of General Data Protection Regulation (GDPR)

data is in effect held in a constructive trust for the benefit of the individual; the living individual is referred to as the data subject and is in effect owed certain fiduciary obligations by entities that process information relating to him/her; underlying this is the concept of breach of trust, i.e. fiduciary obligation, as we know, the highest law between people as created by man; GDPR is a rare example of the living man or woman, boy or girl, having their rights to privacy and dignity protected by statutory legislation;

the Data Protection Act 2018 has eight main principles that are well established; in addition to this, there are six lawful bases for processing data; for data to have been obtained or be retained lawfully; there are six statutory bases:

1. express, explicit, and unambiguous consent must have been obtained; opt-in clauses must be used, not opt-out clauses;
2. to carry out a public task or in the exercise of lawful authority; all public bodies are now private corporations and as such are now subject to contract law;
3. there is a legal obligation following a court order, for example;
4. it must be of vital interest, i.e. a matter of life and death;
5. there must be a legitimate interest;
6. there must be a contract;

Contract

a contract is a meeting of equals; it must be signed with a wet ink signature by both parties; it should have transparent terms and conditions; this is bilateral; today we have mainly commercial 'agreements' where 'terms and conditions' are not negotiable, but simply 'accepted' by one party;

this is not a contract at law; a corporation cannot 'contract' with a man or woman in any case, as there is a discrepancy in legal capacity; this would simply be a signed agreement in equity (equity regarding as done that which ought to have been done) if one were to exist; both parties are free to assign their rights under the agreement;

during an extensive study of money and debt, and having identified your role to collect alleged sums from individuals, is it not the case, under laws of equity, we are the beneficiary of the trust set up with the "creditors" signature (hence the need for full disclosure); it is important you give **full disclosure** of the lawful documents you may rely upon to validate your claim;

we require a deed of assignment as mentioned above under s136 Law of Property Act 1925 – which must assign absolute title to a debt; but as there is no debt (since we created the credit), these assignments can only be assignments of agency;

ACTION POINT what is the Special or Specific legitimate interest that shows lawful basis for you to process my data?;

an example of a legitimate interest would be evidenced by proof upon the Deed of Assignment compliant with the Law of Property Act 1925, s. 136(1) or in equity as written assignment compliant with the Law of Property Act 1925 s. 53(1);

ACTION POINT if you are not the landowner of the land you allegedly administer, i require confirmation that you are only an agent acting on behalf of the landowner;

ACTION POINT if this be true, then i require proof that you have a Deed of Assignment compliant with the Law of Property Act 1925, s.136 from the landowner confirming that you have the lawful authority to impose charges on i – on the specific day in question;

where agents know they are lacking a Deed of Assignment at Law, they might assert "equitable assignment" but that must exist also in writing as evidence of intention to assign a debt and an equitable assignee cannot bring a claim at Law without joining the Assignor to that claim; now you can understand why we question this claim and demand of you the appropriate documentation;

your 4th letter dated 23rd February 2022 states

- "It is UKPC's position that a legally binding contract is formed between the motorist and the party offering that contract.";
- AND… "The parking charges issued by UK Parking Control Limited are based on a contractual agreement between UKPC and the driver";

which is it?; 'contract' or 'agreement'?; this is a deliberate attempt to mislead and obfuscate the situation and you might be guilty of misrepresentation under the Fraud Act 2006; more on this in a moment;

"ignorance of the law is no excuse" – maxim in law!;

I debated putting in the conditions for a contract to be valid, but didn't write them here as UKPC Ltd say that a contract was made when the driver parked the car. I do not believe this to be case and I await a substantive response to this Notice to see what they quote as 'enforcement of contract'..

ACTION POINT where is the specific, signed, wet-signature contract between i and UK Parking Control Ltd?;

ACTION POINT i require you to provide proof of claim that this contract exists and provide an original or certified true copy – see signing requirements for companies above;

The Four-corner Rule in Contract law

under the ‘four-corner rule’, intention of the parties, especially that of the grantor, is to be gathered from an instrument as a whole and not from isolated parts thereof; Davis v. Andrews, Tex.Civ.App., 361 S.W.2d 419,432 (Black's Law Dictionary, 5th ed. p.591), is a relevant source reference combined with the definition and description of **square brackets** found in the Plymouth University Foundation Degree guidelines on essay writing;

the law states that contract meaning is derived from and only from within the four corners of the document (which is a ‘box’), but not from an isolated section of it; (remember that in law, words and phrases are used *precisionally*, not generally; the legal phrase "*not from isolated parts thereof*" is a precisional statement; in other words, no meaning at all is to be derived from isolated contents within any created box of the document;

square brackets inside of the four-corner ‘box' create an implied ‘inner box' separated from the ‘outer box', (i.e. the document itself) grammatically and thus legally isolating the contents of the ‘inner box', rendering what is in the inner box as mere reference or comment but non-substantial, i.e. not directly relevant to the outlying text of the contract in the outer box;

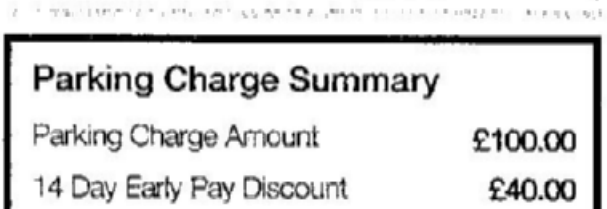
when you bracket the national insurance number (UK) [NI] or the [post code] [UK] or anything else on a legal document, you are declaring that it is legally isolated; this means that it is merely grammatically referential to but not legally intrinsic to the contractual meaning of the contents of the surrounding document; according to the four-corner rule, no contractual meaning can be applied to or derived from any ‘isolated parts’ within it;

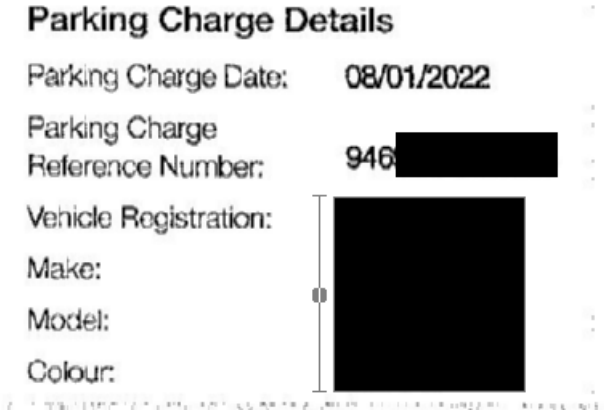
it is also the case that the window on an internal mail envelope is a box that does not form part of the contract being offered; whatever is being offered is therefore not being offered to an identifiable contracting party, further evidence of postal or mail fraud;

below are two images taken from your first PCN; while the first PCN didn’t scan very well, we believe that there is a faint evidence of a box around the “Parking Charge Details”; there is however a VERY clear black box around the “Parking Charge Summary”;

as already explained, no contractual meaning can be applied to or derived from any ‘isolated parts’ within this ‘black box’; there is no contract; nothing exists inside this ‘box’;

ACTION POINT if you believe otherwise, i require you to provide your proof of claim that this is not so in Law under my given references above;





Data Protection

ACTION POINT i now require you to show and provide proof:

1. that i gave you my explicit consent to obtain my data from DVLA;
2. that you have a lawful standing or capacity as agent to process any claim against i;
3. of a valid purpose or reasons for processing your information that does indeed override my rights to privacy and that passes a Legitimate Interest Assessment;

failure to provide the required proof above will result in a complaint report being filed with Information Commissioner's Office (ICO) sending copies of all relevant correspondence;

we do not offer any permission nor consent to access our private data in order for you to reply to this letter or re-send your 'PCN' offer to us, except... **ACTION POINT** to confirm in writing that you withdraw your fraudulent demands;

if you use any database ('DVLA' or otherwise) to retrieve our private data, such as any private name and address associated with the private property you describe as [POSTCODE] without our express consent, then this will be considered trespassing on private property and a violation of the 'Data Protection Act 2018' and the 'General Data Protection Regulations ('GDPR')';

this transgression will be immediately reported to the police and/or the Information Commissioners Office; after which, you, Rupert John Williams, in position of the 'Director' of UK Parking Control Ltd will be held solely responsible and subject to commercial charges for compensation by way of a lien in your private capacity for the violation and trespass, which will include damages and business expenses subject to the terms and conditions of business and our contract fee schedule in 'Appendix D';

Postal Fraud

envelopes, with the name of a trust asset, i.e. my full legal fiction CAPITALISED name, showing through a window, requesting, or demanding payment for something, are put into the postal system; this is not post in the jurisdiction of the common law, the land or of the Universal Postal Union Constitution, but rather internal mail in the legislative or statutory jurisdiction of the government or private corporation;

lawful post will include:

- an addressed envelope, i.e. not a windowed envelope;
- a lawful postage stamp, not an ink stamp:
- a full and complete physical return address where someone may reside or work;

some must-know facts about postal law:

- a windowed envelope has no address on it and is therefore not post;
- a ‘frank’ is evidence of Royal Mail payment, but it is not a lawful stamp;
- a postage stamp represents a valuable consideration for an offer to contract made at law;
- a PO Box, is not a lawful address or contracting venue;
- sending internal mail via windowed envelopes is therefore mail fraud;
- opening an envelope sent fraudulently makes us accessories after the fact of fraud;
- Universal Postal Union Rules are above local legal and statutory jurisdiction;

according to International Postal Law, a woman can only open post addressed to the living woman; if an envelope is sent to the legal fiction or trust name, the living woman would be committing a postal crime by opening it; this is written into UK legislation in the form of Post Services Act 2000, Section 84 which states;

- "a person is committing an offence if they deliberately open post which they know, or suspect has been incorrectly delivered to them."

i categorically state that any envelopes received from your company UK Parking Control Ltd have been opened in error and returned for cause without dishonour and that i am not an accessory after the fact of mail fraud, therefore, indirectly aiding and abetting a crime; i demonstrate clean hands in equity and maintain honour in commerce;

you, Rupert, cannot be said to have ‘clean hands, acting in honour’ in commerce;

ACTION POINT if wish to prove otherwise, that you have not engaged in Mail Fraud, then indeed, substantively prove your case in writing;

it is further noted that the franked communication received by ourselves is further evidencing the act of committing mail fraud by communication; the correspondence is in direct violation of the Universal Postal Union Convention 1929, under Article 9 Violations;

we further note, that a PO BOX is not a geographical land mass; contracting parties must also have a mailing location; a PO BOX is a non-contracting venue; this is further evidence of fraud under section 2(1) False representation and section 11, obtaining services dishonestly, of the Fraud Act 2006;

we would also note and refer to section 4 of the Fraud Act 2006, Fraud by abuse of position:
(1) a person is in breach of this section if he—

(a) occupies a position in which he is expected to safeguard, or not to act against, the financial interests of another person,

(b) dishonestly abuses that position, and

(c) intends, by means of the abuse of that position—

(i) to make a gain for himself or another, or

(ii) to cause loss to another or to expose another to a risk of loss;

(2) a person may be regarded as having abused his position even though his conduct consisted of an omission rather than an act;

Appendix B and Appendix C

i have found evidence that you and your company have been accused in the past of tampering with photographic evidence; “doctoring timestamps to penalise innocent drivers”; and “UKPC admits faking tickets to fine drivers”;

this bad reputation to your company is unacceptable and untenable to your alleged position as an alleged Car Parking Operator; who is to say it’s not still going on?; photos can be easily altered using sophisticated software;

ACTION POINT i require your sworn personal affidavit under penalty of perjury that you are not still doing this;

Landowner

as you appear not to have proprietary interest in the land, then i require that you produce an unredacted copy of your contract with the landowner;

the contract and any 'site agreement' or 'User Manual' setting out details - such as any 'genuine customer' or 'genuine resident' exemptions or any site occupier's 'right of veto', ‘charge cancellation rights’, and of course all enforcement dates/times/days, and the boundary of the site – which is key evidence to define what you are authorised to do, when and where;

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 authorised on the material date, 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 but it is unlikely to sufficiently evidence the definition of the services provided by each party to the agreement or contract;

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 but crucial information such as the site boundary and any bays where enforcement applies/does not apply;

not forgetting evidence of the only restrictions which the landowner has authorised can give rise to a charge, as well as the date that the parking contract began, and when it runs to, or whether it runs in perpetuity, and of course, who the signatories are: name/job

title/employer company, and whether they are authorised by the landowner to sign a binding legal agreement or legally binding contract;

paragraph 7 of the BPA CoP defines the mandatory requirements and I require evidence and proof that you strictly adhere to the following terms 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 or contract;

ACTION POINT I require evidence of proof of authority as detailed in 7.2 and 7.3 above for you and your company to act and impose charges on behalf of the landowner;

Validation of Claim Summary

as previously stated at the start, we believe that you may not have a valid claim to the alleged debt; having studied the legal aspects of this alleged debt, we require you to produce **ALL** documentation (marked **ACTION POINT(S)**) to be presented to me in substance and with full disclosure:

1) validation of the alleged debt owed with FULL accounting;
2) a copy of the relevant and lawful Terms and Conditions;
3) Deed of Novation: My wet signature on any trilateral agreement between your company, the landowner and myself;
4) verification of your claim against me such as a legally sworn affidavit;
5) a true and certified copy (Not photocopy) of the Deed of Assignment (Not Notice of Assignment);
6) the signed contract between myself and your company/organisation;
7) a full and substantive rebuttal of ALL points marked **ACTION POINT(S)** in the body of this letter;

we hereby give you fourteen (14) days to reply to this notice from Monday 14th March 2022, the verified date of receipt of this notice via the Royal Mail Special Delivery Service;

your failure to provide the aforementioned documentation within fourteen (14) days, from the above date to validate your claim of debt, will constitute your agreement to the following terms –

1) the debt did not exist in the first instance and/or it has already been paid in full;
2) that you will be held liable for any and all damages to me incurred by any further actions;
3) remove negative remarks made to a credit reference agency forthwith; since case law clearly states "Unenforceable debt cannot be placed on a credit file." (Court of Appeal Grace Vs Blackhorse); doing so will potentially incur claims for damages under the DPA;
4) you will no longer pursue this matter and that you have withdrawn all demands and claims against us;
5) since the evidence suggests you are not in possession of the require documents to substantiate any claim, you will cease and desist and withdraw any and all claims from this point onwards;
6) by accepting admission you're not in possession of the original agreement you will disclose why this came to be;
7) disclose who does have possession of the original agreement;

please take note of the requirements above if you cannot provide the lawful documentation or are acting purely in the capacity of an agent (which has no standing in law) that you immediately cease and desists your invalid and fraudulent claims against me;

we wish to deal with this matter in writing and i do not give your organization permission to contact me by telephone, or by any other means; should you do so, we must warn you that the calls could constitute 'harassment' and i may take action under Section 1 of the Protection from Harassment Act 1997 and the Administration of Justice Act 1970 S.40, which makes it a Criminal Offence for a

creditor or a creditor's agent to make demands (for money), which are aimed at causing 'alarm, distress or humiliation', because of their frequency or manner;

do you wish to proceed any further if you are currently aware of 'no valid claim'?;

if so, you knowingly, willingly, wilfully with intent of your own free will and omission by your own hands commit to your actions;

our time is not free.

any further correspondence will be charged at our normal administrative rate as per **Appendix D** and added to a final invoice should you wish to continue to pursue this matter without any lawful validation of claim;

to make our position clear on the schedule fee below we are giving you this notice for free; rest assured any further communication will be charged at the rates set out in Appendix D should you continue to make any further claims against us without the requested documentation;

any threats of court action will be deemed as such - 'threats' and 'harassment', placing us under duress and will be included in any and all future claims should you not provide the lawful documentation of to support your claim; while we are in negotiation, and NOT in dispute all threats of court under statute law are meaningless and therefore constitute harassment, duress and possible fraud;

Rupert, you have been put on Notice of Personal Liability and duly warned;

i am in perfect health and of sound mind;

i reserve the right to produce all paperwork in a court of law;

i remain honourable, standing in truth, and wish to honourably forgive and resolve trespass without conflict;

i declare that all herein be true under penalty of perjury;

sincerely, without admission of liability or in any way intended to deceive whatsoever, without vexation, frivolity or ill will;

Autograph by:Sovereign:woman:Firstname:[of the family Lastname], sui juris, unlimited Grantor, Authorised Agent & Representative for FIRSTNAME MIDDLENAME LASTNAME®™ ens legis and all derivatives thereof;
All Natural Inalienable And Constitutional Rights Reserved Without Prejudice;
Power of Attorney. Non negotiable. No Assured Value. No Liability. No Errors and Omissions Excepted. Without Recourse. Non Assumpsit Non Assumptive;
This document is Private & Confidential – Only the recipient may handle any matters contained; Third party interlopers will be culpable to vicarious liability.

For the personal & private attention of: Rupert John Williams 

In care of:
[Address Line1]
[Address Line2]
[Address Line3]
[POSTCODE]

Date: 10th March 2022

Rupert John Williams (a man who sometimes acts as Director for UK Parking Control Ltd, company number 05104383)
UK Parking Control Ltd
Voyager House
Mercury Park
Wycombe Lane
Wooburn Green
HP10 0HH

sent by registered post: SF12345678GB

dear Rupert

Notice & Demand of First And Final Warning

notice to agent is notice to principal, notice to principal is notice to agent.

your 'PCN' no.: 946123456789
my ref: XXXXX-UKPC-1201

WITHOUT PREJUDICE - NON NEGOTIABLE

the Commercial Lien Process;

please read the following Notice thoroughly and carefully before responding; it is a Notice, a lawful instrument that requires your urgent attention; it informs you; it means what it says; this 'Notice of Conditional Acceptance' may be used 'as created', as evidence in my defence, in any circumstance of my choosing;

this Notice is also addressed to your heirs, representatives, permitted successors and assigns where applicable, should any of these take over from you and assume control over your people;

a Common Law Commercial Lien is a process that any man or woman can employ in order to obtain lawful remedy from the actions of another men or women who have – or have attempted to, or have conspired to - damage said man or woman in some way; such wrongs are known as "torts", and are the subject of Tort Law; this includes 'harassment', such as 'threats with menaces', which is

considered to be ‘psychological damage’, and also ‘defamation of character’, which is also considered to ‘damage a reputation’;

the reason for this is very simple: since all are equal under the LAW, then all men and women have a Duty of Care to every other man or woman, such as to make sure that – whatever action we take towards each other – we have the Common Law behind those actions, and thus can live together in peace; abrogating said Duty of Care is a CRIMINAL ACT, and constitutes a tort;

i believe that you have created a tort, or torts, against My Living "Alive" Self;

the Commercial Lien process is a construct of the Common Law (The Law of the Land), and England and Scotland are Common Law jurisdictions (being, as they are, on Land); thus any man or woman residing in this country is subject to the Common Law above all else; and that includes the individual(s), to whom this Notice is addressed;

The process comprises:

1. The subject of the harassment (myself in this case), will write a Statement of Truth (Affidavit), under penalty of perjury; this being the case, what i will write will be “the truth, the whole truth, and nothing but the truth”, and will thus be based on first-hand knowledge
2. you will be sent a copy of this Affidavit, comprising my allegations; you will have to Rebut Each Point in order to ward off the possibility of a Lien; you will be given 30 (thirty) days to do so, but i can assure you that you will not be able to rebut Even One Single Point; you will need to rebut by means of a sworn Affidavit of your own, written under the same criteria, namely: from first-hand knowledge, and under penalty of perjury;
3. any points you manage to rebut will be removed from my allegations, and the remainder kept as my final Affidavit; the result will be Notarised (by a Notary Public) to become My Statement of Truth, which will not only become The Truth, in Law – but will also become A Judgement, in Law;
4. that being the case, no Hearing will be required; because the judgement has already been made by the truth. (That is Common Law);
5. i will then place a Public Advertisement, warning whomsoever may be concerned, that your creditworthiness is henceforth highly suspect; i will inform Credit Reference Agencies to this effect; i would then be Lawfully Entitled to Seize Any of Your Property, up to and including the value of the Lien;
6. this process will occur in a Lawful manner – because you are given the chance to Rebut in Substance - and I will thus retain entirely ‘clean hands’ (unlike yourself, which is why your mechanism is Unlawful, and why i am able to counter it by this Lawful means);
7. As footnotes, i should add that:

    (a) even if I make an honest mistake, which you failed to rebut, my mistake Becomes The Truth, in Law; you will not be able to claim ‘libel’, ‘slander’, etc., because you were given thirty days to rebut the allegations, before public announcement;

    (b) by a failure to Rebut in Substance you would have tacitly acquiesced to my Statements as Truths, in Law;

(c) rebuttal in Substance does not comprise simply dismissing my allegations; that is mere gainsaying; “In Substance” means “accompanying with Hard Proofs” (in this case, “to the contrary”);

8. as a part of the Lien, i will demand a substantial sum in recompense/settlement of the damages;
9. being a Common Law construct, the only way this Lien can be removed is:

(a) by Full Payment … in which case i will remove it;

(b) the passage of 99 years;

(c) the verdict of a Jury of 12, deciding that the Lien should not have been imposed; but this will require YOU to take me to a Court de Jure (Common Law Court) … whereupon i will be able to explain (to said Jury) exactly how you took actions which comprised the tort(s) against me Without Any Lawful Excuse Whatsoever; Do Not, Under Any Circumstances, Assume That Any Judge Can Remove a Lien; A Judge Cannot do That, and Judges Know That (because it is a Common Law, Not a Statutory, process);

this was your first and final warning;

i hereby notify you that if i receive one further communication relating to this matter from any of your Agents, except as detailed in my Notice of Conditional Acceptance, by means of mail, phone call, or knocks on my door, then i will undertake the Commercial Lien process against those individual(s) to whom this Notice is addressed;

that being the case, i suggest that you take full notice of this Notice, and immediately cease & desist from your Unlawful actions in respect of My Self; you will find, in the future, that you will need to contend with this Commercial Lien process more frequently as time goes on, and more people discover it;

if you wanted an obligation from me, you should have requested it – before doing anything else; it’s far too late now; to carry on, under the gross misassumption that you have such an obligation (or contract), is simply criminal; and, if you persist, you will eventually pay very dearly;

we look forward to your considered reply and the documents to validate your claim so we can proceed to settle this matter equitably.

Sincerely,

without ill-will, frivolity or vexation,

Autograph by:Sovereign:woman:Firstname:[of the family Lastname], sui juris, unlimited Grantor, Authorised Agent & Representative for FIRSTNAME MIDDLENAME LASTNAME®™ ens legis and all derivatives thereof;
All Natural Inalienable And Constitutional Rights Reserved Without Prejudice;
Power of Attorney. Non negotiable. No Assured Value. No Liability. No Errors and Omissions Excepted. Without Recourse. Non Assumpsit Non Assumptive;

This document is Private & Confidential – Only the recipient may handle any matters contained; Third party interlopers will be culpable to vicarious liability;

Firstname Middlename Lastname
In care of: [Address Line1], [Address Line2], [POSTCODE]

Number: 1234

Ref: XXXXX-UKPC-1201

Date: 10-03-2022

Rupert John Williams (a man who sometimes acts as Director for UK Parking Control Ltd, company number 05104383)
UK Parking Control Ltd
Voyager House
Mercury Park
Wycombe Lane
Wooburn Green
HP10 0HH

APPLICATION FOR PAYMENT (THIS IS NOT AN INVOICE)

Receipt, opening in error and returning 4 envelopes and letters, with proof of posting, at £35.00 each	£140.00

If all your demands are withdrawn then this application for payment will be waived.

If you continue with your demands, then this amount will be added to the next invoice issued as per our fee schedule annexed hereto.

Use a 'table' to draw out the framework
for this application for payment.
But then remove the actual lines under the 'four corner rule'

Payment is due on presentation

Net	140.00
TOTAL	**£140.00**

Please pay the above amount on presentation electronically.
Our bank details are:
Account Name: Firstname Middlename Lastname – Personal A/C
Sort Code: 11-22-33
Account No: 12345678
Please quote the above Number as a reference.
A formal invoice will be issued on receipt of the above amount.

Appendix A
UK Parking Control Ltd Letter 23rd February 2022

UKPC
UK PARKING CONTROL LTD

This is not a circular

Date : 23 February 2022
Reference No : 946[redacted]
Registration Number : [redacted]

MISS [redacted]

Dear Miss [redacted],

Thank you for your recent correspondence in relation to the above parking charge.

To assist us in making a decision regarding your appeal, please confirm the full name and full serviceable address of the driver to our Appeals Department within seven days of the date of this letter. Furthermore, please can the driver provide supporting evidence of onsite usage through proof of purchases to our Appeals Department. Proof of purchase may consist of bank statement, email/ text/paper receipt.

The registered keeper is liable to pay unpaid parking charges if the operator has not been provided the name and a serviceable address of the driver.

UK Parking Control signage complies fully with the British Parking Association Code of Practice and we reject the suggestion that the signage on site is vague or misleading.

UK Parking Control signage complies fully with section 18 of the British Parking Association Code of Practice and we reject the suggestion that it is vague or misleading. Entrance signage advises motorists that terms of parking apply, and that notices within the car park should be checked to identify the full terms and conditions. These notices are numerous and placed appropriately throughout the car park. It is ultimately the responsibility of the motorist to ensure they identify the terms of parking, and then decide whether to park their vehicle, or leave the site if they are unable to meet those terms.

We would also contend that when a motorist enters a car park they should be at the same level of observance as when driving on a public road; When driving on the road, motorists are expected to be aware of signs when travelling at up to 70mph. In a car park, the typical driving speed is on average, much lower. We therefore contend that it is not unreasonable to expect a motorist to note the signs and to subsequently familiarise themselves with these.

It is UKPC's position that the signage installed on site is more than sufficient to bring the terms and conditions to the attention of any motorist, both in the clarity of information contained within it, as well as the number of appropriately placed signs on site, that a legally binding contract is formed between the motorist and the party offering that contract.

It is fundamentally the responsibility of the motorist to identify the terms of parking when leaving their vehicle on private land. If they feel they are unable to adhere to these, or do not wish to be bound to the terms, they may leave the site before agreeing to those terms. As such a reasonable grace period is provided to allow motorists to enter the car park, review the signage and remove the vehicle from the site, without incurring a parking charge.

The parking charges issued by UK Parking Control Limited are based on a contractual agreement between UKPC and the driver, as detailed on the signage displayed in the car park. The signage states the terms and conditions of parking and explains that a parking charge will be payable if the terms are not met by the driver. We ensure that signage is ample, clear and visible, wholly in line with the British Parking Association Code of Practice. It is settled law that a driver is deemed to have accepted the terms and conditions of parking by the act of parking and leaving a vehicle.

This information may be confirmed by submitting another appeal on our website at www.ukpcappeals.co.uk, or by post to the address overleaf. Please ensure that if writing to us by post that you include the parking charge reference number and vehicle registration.

© UK Parking Control Ltd. PO BOX 1087, Uxbridge, Middlesex, UB8 9UR.
Appeals: www.ukpcappeals.co.uk
Registered Office: Union House, 111 New Union Street, Coventry, CV1 2NT.
Registered in England No. 5104383.

UKPC
UK PARKING CONTROL LTD

Failure to provide this information will give us no alternative other than to make our final decision based on the previous information received.

The parking charge has been on hold whilst under appeal and may be settled in full at the reduced rate of £60.

Yours faithfully,

Appeals Department
UK Parking Control Limited

Appendix B
2015 Telegraph Article
"Parking firm UKPC admits faking tickets to fine drivers"

The Telegraph Log in

News Sport Business Opinion Money World Life Style Travel Culture



Parking firm UKPC admits faking tickets to fine drivers

The company is now at the centre of a probe by the City of London's fraud squad

By Agency
11 September 2015 • 1:09pm

A parking firm in charge of NIIS car parks has admitted faking time stamps on tickets to catch out legally-parked drivers....

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Appendix C
2017 Telegraph Article
"... it was revealed its wardens had doctored timestamps on pictures to penalise innocent drivers"



Nurse's fury after getting charged £5,500 in hospital car park penalties while saving lives

Mirror

UKPC has a reputation for ruthlessly pursuing parking "offenders".

Figures from the RAC reveal the firm bought 152,861 records from the DVLA for £2.50 a time last year so it could trace drivers.

Two years ago the firm had to apologise after it was revealed its wardens had doctored timestamps on pictures to penalise innocent drivers.

UKPC did not comment.

PRIVACY

https://www.mirror.co.uk/news/uk-news/wealthy-couple-behind-one-britains-11885782 3/8

Appendix D

Fee schedule (non negotiable)

Fee schedule (non negotiable) to be settled in full on presentation of an invoice in Pounds Sterling

Receiving correspondence confirming all your demands are withdrawn:	Free of charge
Pre-Notice of fee schedule fee for returning correspondence per item:	£35.00
Receiving/reading all other correspondence (acceptably marked) per item:	£175.00
Returning unacceptably marked correspondence per item:	£75.00
Replying to correspondence for demands for money with menaces per item:	£275.00
Dealing with correspondence from courts, solicitors or debt collectors per item:	£1,375.00
Instructing a firm of solicitors to act on i:man's behalf	£5,000.00
Any non-pre-arranged callers in connection with this matter:	£2,500.00
Any breach of personal data (breaking Data Protection Regulations):	£5,000.00
Any further direct threats of harm, injury and loss:	£20,000.00
Requirement of i man's presence in connection with this matter	£40,000.00
Trespass against i man, my person or property (property-to-me):	£250,000.00
Any unverified claim laid on i man	£1,000,000.00
Any decision/harm, injury or loss resulting in the detention of i man:	£1,000,000.00

Any and all unauthorized telephone calls received, to log, record, file and store and also trespassing on private property, without consent, by each agent, on private property without a written consent from the occupier, the cost is ---- from £ 10,000 each plus the cost above, to an unlimited amount in CASH and also for no less than 10 years in prison depending on the crime being knowingly, willingly and wilfully with intent to commit by yourself the agent/s and Company you Operate from, of harassment, trespassing and all of the above clearly stated in this lawful document.

All payment/s will be calculated at the above rates and added to the final settlement should this matter proceed to court or you fail to supply a valid claim in which case we will pursue you via a private lien in order to compensate for your fraudulent claims against us.

NOTES: the idea of affixing postage stamps was taken from Jez from Lawful Rebellion & Debts:
"postmaster on documents" 01.11.22
https://www.youtube.com/watch?v=tMbxD68WH80



NOTES: this was a lengthy Notice in response to a £60/£100 PCN.
It was written from scratch, integrating wording and concepts from several resources.
It was written as a learning exercise and a reference point to help others write their own Notices.