

POPLA Verification Code: 6062555711

Dear Sir / Madam,

Please find enclosed all correspondence and information relating to the above POPLA verification code.

Yours sincerely,

Parkingeve Team

Case Detail

Case Details	
Case Reference	128753/610483
Car Park	Forest Housing Association, Wanstead E11 2QT
In Date/Time	12/07/2025 17:18:31
Out Date/Time	12/07/2025 17:42:12
Time Allowed	0 hours 0 minutes
Time In Car Park	0 hours 23 minutes
Time Paid For	0 hours 0 minutes

Contact Details	
Contact Type	Keeper
Contact Name	MR ALI REHMAN
Address	56 LEIGH ROAD LONDON E6 2AS

Vehicle Details	
Registration	KN71EYD
Make	MERCEDES-BENZ
Model	ESPRINTER PROGRESSIVE
Colour	WHITE

Financial	
Current Value	£100.00
Outstanding	£100.00
Paid To Date	£0.00

Photographs

In



Out



Case History

12/07/2025	Date of event
System check/manual check identified breach of terms and conditions, prior to DVLA request	
16/07/2025	Request queued to DVLA for keeper details
16/07/2025	DVLA response received - Success (Legislation Used: POFA_POPLA - Issued To: Keeper)
17/07/2025	Parking Charge Letter Issued - Letter1 - Ltr01-212
23/07/2025	Letter Issued - Website Appeal Response
23/07/2025	Website Appeal received for this case and is queued for processing.
08/08/2025	Letter Issued - Driver Details Required From Keeper POFA
08/09/2025	Parking Charge Letter Issued - Letter2 - Ltr02-212
12/09/2025	Letter Issued - **Unsuccessful POPLA - Pro-Active

Rules and Conditions

Forest Housing Association, Wanstead E11 2QT is a Residents only car park as clearly stated on the signage (enclosed). We have included a signage plan showing that there are signs situated at the entrance, exit and throughout the car park displaying the terms and conditions of the site.

Authority

We can confirm that the above site is on private land, is not council owned and that we have written authority to operate and issue Parking Charge Notices at this site from the landowner (or landowner's agent).

It must also be noted that any person who makes a contract in his own name without disclosing the existence of a principal, or who, though disclosing the fact that he is acting as an agent on behalf of a principal, renders himself personally liable on the contract, is entitled to enforce it against the other contracting party. (Fairlie v Fenton (1870) LR 5 Exch 169). It follows that a lawful contract between ourselves and the motorist will be enforceable by us as a party to that contract.

Additional Information

This car park has been registered with the British Parking Association and is compliant with the Single Code of Practice.

The signage on site clearly sets out the terms and conditions and states that;

"By parking, waiting or otherwise remaining within this private car park, you agree to comply with the terms of the Parking Contract, including making payment as required and entering your vehicle registration details into the payment machines and/or terminals as directed."

"If you fail to comply with the terms of the Parking Contract, you will become liable to pay the sum specified in this notice (the "Parking Charge")"

All signs that pertain to the general terms and conditions of parking contain text which explains that, "[...] by entering this private car park, you [each motorist] consent, for the purpose of car park management, to: the capturing of photographs of the vehicle and registration by the ANPR cameras [...] and to the processing of this data [...]". In turn, consent is also provided so as to allow us to make a request for registered keeper from the DVLA "where the Parking Contract is not adhered to". The wording used clearly details that the Parking Contract in question commences when the motorist "enters" the car park and that the data from the ANPR system will be used to enable us to take enforcement action against those who breach the parking terms and conditions in operation.

We operate a grace period on all sites, which gives the motorist time to enter a car park, park, and establish whether or not they wish to be bound by the terms and conditions of parking. These grace periods are sufficient for this purpose and are fully compliant with the Private Parking Sector Single Code of Practice.

Please be advised, this Parking Charge was not issued under the Protection of Freedoms Act 2012.

You have stated that you do not believe that the Parking Charge amount is a pre-estimation of loss, or that it is extravagant, unfair or unreasonable. In this regard, we rely upon the Supreme Court decision in the matter of *Parkingeye v. Beavis* [2015] UKSC 67, which was found in Parkingeye's favour and concerned the value of our Parking Charges.

The Supreme Court considered the Defendant's submissions that the Parking Charge should be considered to be penal and unfair, but the Justices supported the findings of the lower courts, where the charge was found to be neither 'extravagant' nor 'unconscionable'.

The BPA has provided clarity to both motorists and parking management companies regarding grace periods which can be found in the Private Parking Single Code of Practice.

www.britishparking.co.uk/code-of-practice-and-compliance-monitoring

Parkingeye are fully compliant with the Private Parking Sector Single Code of Practice in relation to Grace Periods.

We ensure that all our signage is clear, ample, and in keeping with the Private Parking Sector Single Code of Practice regulations. The signage at this site demonstrates adequate colour contrast between the text and the backgrounds advised in the Private Parking Sector Single Code of Practice.

Please note, our website appeals portal now asks the appellant to confirm that all supporting evidence relating to the Parking Charge has been attached. This confirmation is displayed in the website appeal document included in this evidence pack.

Please note that the Letter of Authority provided to demonstrate Parkingeye's authority to operate at this site and issue Parking Charges is effective from when the enclosed Letter of Authority was signed. It should also be noted that it is widely accepted as a standard industry practice and in the County Court that the date of signature of any such agreements is the effective date from which the agreement commences, and the authority is given.



FOREST HOUSING ASSOCIATION LTD

19th October 2023

Dear [REDACTED]

Agreement to Operate the Car Park(s)

Thank you for granting us the right to operate the Car Park(s) identified in the Order Form and your authorisation (as the Landowner) to install Our Solution at the Car Park(s). Below you will find the Agreement, comprising the Key Terms and Parkingeye's attached Terms and Conditions for Operating a Car Park, which once executed by You in the space provided will form the contract between Us and You (the "Agreement").

Order Form

Company Name ("Customer"): FOREST HOUSING ASSOCIATION LTD

Co. Reg. Number: IP16466R

Your Preferred Contact: Name: [REDACTED] Tel: [REDACTED]

Your Notice Address: Post: [REDACTED] Email: [REDACTED]

Your Invoicing Address: FAO: Name: [REDACTED] Post: [REDACTED]
Email: [REDACTED] Tel: [REDACTED]

Key Terms

Car Park(s): Forest Housing Association Ltd, Mallards, Blake Hall Road, Wanstead E11 2QT

The Concession: The right (granted by the Landowner under this Agreement) to install Our Solution at and to operate the Car Park(s) (including all rights to enforce parking restrictions (the Parking Contract) at the Car Park(s) as further detailed and in accordance with this Agreement) for the Initial Term.

Our Solution: The installation, operation and maintenance of the System and Signage, as per the Installation Document (provided) and Signage Plan (provided), at the Car Park(s) to enable Us to operate the Car Park(s) and enforce parking restrictions (the Parking Contract) at the Car Park(s) in accordance with this Agreement.

By signing this Order Form, You will be granting to Us the Concession and authorising Us to operate the Car Park(s) in our own name, including the right to enforce as principal Parking Contracts We agree with motorists who choose to park within the Car Park(s). In consideration for granting Us the Concession, [REDACTED]

Parking Contracts shall cover the following details:

Parking Charge: £100, reduced to £60 if paid within 14 days of notification.

Further Reduced Parking Charge: [REDACTED]

Hours of operation of the Car Park: 24/7

Time Limit: the applicable limited stay period of 0 Hours 0 Minutes plus a Grace Period of [REDACTED] and a Consideration Period of [REDACTED] which You consent to us applying at the Car Park(s), as stated in the Parking Contract and Signage (the Time Limit, Grace Period and Consideration Period can be amended, in accordance with clause 11.2 below)

Parking Charges shall be issued for parking or remaining at the Car Park(s) for longer than the Consideration Period, Time Limit and Grace Period and/or failing to park in accordance with the Parking Contract and/or Exemption List.

Our Entitlement: [REDACTED]

Concession Fee: [REDACTED]

Initial Term: the Service shall commence on the Go-Live Date, or the last Go-Live Date if there is a phased installation under this Agreement, and continue for a period of 3 years from that date unless this Agreement is terminated early in accordance with its terms. If there has been a Contract Suspension during the Initial Term, the Initial Term will be extended by a Contract Suspension Extension.

Installation and De-install Costs: [REDACTED]

Our Address for Notices: [REDACTED]

By signing below, each party is accepting this Order Form (including its Key Terms), the Parkingeye Terms and Conditions for Operating a Car Park (attached below), the Installation Document and the Signage Plan all of which together shall be incorporated into and forms the Agreement:

By signing below, I warrant and represent that I am duly authorised by the Customer to execute the Agreement for and on behalf of the Customer and to bind the Customer to its terms.

Signed for and on behalf of the CUSTOMER:

[REDACTED]

SIGNATURE

NAME (please print)

CHAIRMAN

JOB TITLE

19/10/2023

DATE

Signed for and on behalf of PARKINGEYE:

[REDACTED]

SIGNATURE

NAME (please print)

CEO

JOB TITLE

23 October 2023 | 08:29:27 BST

DATE

PARKINGEYE'S TERMS AND CONDITIONS FOR OPERATING A CAR PARK

BETWEEN:

- (1) **PARKINGEYE LIMITED** a company registered in England and Wales under number 05134454 whose registered office is at 40 Eaton Avenue, Matrix Park, Buckshaw Village, Chorley PR7 7NA ('Parkingeye', 'We', 'Our' or 'Us'); and
- (2) the Customer identified in the Order Form attached to these terms and conditions ('You', 'Your' or 'Yourself').

Background

You wish to authorise Us and We wish to be authorised to operate the Car Park(s) in accordance with the terms and conditions set out in this Agreement.

Definitions

The following defined terms, plus those in the Key Terms and Data Protection Schedule shall apply to this Agreement:

'Agreement' means the Order Form and the Key Terms in it (contained in the cover letter) together with the Parkingeye Terms and Conditions for Operating a Car Park including the Data Protection Schedule (this document), the Installation Document and the Signage Plan;

'Applicable Law' means the law and any other regulations, directive, legislation, treaty, enactment, statute, proclamation, decree, decision, notice, order, rule (including, without limitation, any rule or decision of court), local government rule or statutory instrument applicable or industry code of practice including the BPA Approved Operator Scheme Code of Practice (as updated by changes effective from 1st August 2023), which apply to the operation of Our Solution in the country where Our Solution is being provided at the Effective Date;

Whitelist Lookup - KN71EYD

Whitelist Name	Plate	Description	Start Date/Time	End Date/Time	Input Date/Time	Duration
No results						

The above system extract displays all permits, payments for parking, and terminal entries relating to the vehicle on the date of the parking event.

Please note, if no results are displayed, this confirms that no permit, payment, or terminal entries were recorded.

Contracts / Letters of Authority

Please find enclosed documentation confirming ParkingEye had authority from the landowner to issue and pursue the Parking Charge concerned.

Inbound, Outbound Correspondence and Car Park Signage



PARKING CHARGE NOTICE



MR ALI REHMAN
56 LEIGH ROAD
LONDON
E6 2AS

Ref Number:	128753/610483
Vehicle Registration:	KN71EYD
Vehicle Make:	MERCEDES-BENZ
Vehicle Model:	ESPRINTER PROGRESSIVE
Date of Event:	12/07/2025
Date Issued:	17/07/2025
Payment Tel No:	0330 555 4444
Date:	17/07/2025

PARKING CHARGE AMOUNT: £100.00

PAYMENT TO BE MADE WITHIN 28 DAYS OF THE DATE ISSUED

This parking charge is discounted to £60.00
if paid within 14 days of the date issued

After this date, the full parking charge amount will be owed.

➤ FOREST HOUSING ASSOCIATION,
WANSTEAD E11 2QT

Time in Car Park: 0 hours 23 minutes

Arrival Time: 12/07/2025 17:18:31

Departure Time: 12/07/2025 17:42:12

Arrival Time: 12/07/2025 17:18:31



KN71EYD

Departure Time: 12/07/2025 17:42:12



KN71EYD

Payment Information



Secure online payment

1. Visit www.parkingeye.co.uk/payments
2. Enter your **Parking Charge Reference**
3. Enter your personal information and complete transaction



By Telephone

Telephone us on **0330 555 4444** to pay via Visa, Visa Debit, Mastercard or Maestro



By Post

Make the cheque or postal order payable to **Parkingeye Ltd.**, write the **reference number on the reverse** and post to:
Parkingeye Ltd, PO Box 117, Blyth, NE24 9EJ



Scan to pay



and more...



Please ensure the amount paid is correct, any overpayment will not be automatically refunded. A transaction fee shall be charged for payments made by corporate cards. A charge will be added to balance should a payment be returned unpaid.

➤ PARKING CHARGE INFORMATION

L201-212

On the 12 July 2025 vehicle KN71EYD entered the Forest Housing Association, Wanstead E11 2QT car park at 17:18:31 and departed at 17:42:12 on 12 July 2025.

The signage, which is clearly displayed at the entrance to and throughout the car park, states that this is private land and that the car park is managed by Parkingeye Ltd. In addition the signage states that, as a permit only / authorised parking only car park, a Parking Charge is applicable if the motorist fails to obtain a valid permit / authorisation. The signage also contains further terms and conditions associated with this car park by which those who park in the car park agree to be bound.

By not gaining the appropriate permit/authorisation, in accordance with the terms and conditions set out in the signage, the Parking Charge is now payable to Parkingeye Ltd (as the Creditor).

➤ PROTECTION OF FREEDOMS ACT

You are notified under paragraph 9(2)(b) of schedule 4 of the Protection of Freedoms Act 2012 that the driver of the motor vehicle is required to pay this parking charge in full. As we do not know the driver's name or current postal address, if you were not the driver at the time, you should tell us the name and current postal address of the driver and pass this notice to them.

You are warned that if, after 29 days from the date given (which is presumed to be the second working day after the Date Issued), the parking charge has not been paid in full and we do not know both the name and current address of the driver, we have the right to recover any unpaid part of the parking charge from you. This warning is given to you under Paragraph 9(2)(f) of Schedule 4 of the Protection of Freedoms Act 2012 and is subject to our complying with the applicable conditions under Schedule 4 of that Act.

Should you provide an incorrect address for service, we will pursue you for any Parking Charge amount that remains unpaid. Should you identify someone, who denies they were the driver, we will pursue you for any Parking Charge amount that remains unpaid.

➤ APPEALS & COMPLAINTS PROCEDURE

All appeals must be submitted in writing online or alternatively by post to the address listed below. Appeals should be submitted within 28 days of the delivery of the Parking Charge and whilst under assessment, the value of the charge will not increase. You will be unable to appeal if the charge has already been paid. Supporting evidence should be attached to assist with an appeal. Parkingeye Ltd may be unable to return original documentation and therefore request only copies are sent. If an appeal is unsuccessful, details to access the Independent Appeals Service (POPLA) will be provided and 14 days to pay at the current amount. If an appeal to POPLA is made, the discounted rate will no longer apply, and the charge value will increase. **POPLA are unable to review appeals that haven't already been assessed by Parkingeye Ltd.**

Where information is explicitly disclosed that is considered sensitive (e.g. about a medical condition), we will process that information, as outlined in our privacy policy, unless consent is withdrawn. Consent can be withdrawn at any time. Visit www.parkingeye.co.uk/privacy-policy for more information.

Online: www.parkingeye.co.uk/appeal

Post: Appeals Department, Parkingeye Ltd, PO Box 117, Blyth, NE24 9EJ

Our complaints policy can be found by visiting: www.parkingeye.co.uk/motorist/complaints

➤ PRIVACY INFORMATION

The data we process for the purpose of issuing a Parking Charge Notice includes the recipient's name and address, images of the vehicle, its details and movement whilst using the car park, and the Vehicle Registration Mark (VRM). We will also process this data for the purpose of reviewing and responding to appeals, and seeking payment of the Parking Charge amount, including via the use of collection agents and/or legal action (where required). When processing this data, Parkingeye Ltd is the Data Controller.

For more information, including details about your rights as a data subject and your right to object (where applicable), please visit our website at www.parkingeye.co.uk/privacy-policy, where you can also complete our online privacy query form. Alternatively, you can write to us at Parkingeye Ltd, PO Box 117, Blyth, NE24 9EJ. If you believe that your details have been obtained fraudulently or misused, please contact us straight away.

If you are the registered keeper, you may also choose to write to the Release of Information, Fee Paying Enquiries Section, DVLA, Swansea SA99 1AJ. You should include details about how the data has been misused and the VRM. The DVLA will investigate all allegations where information has been requested unlawfully and where appropriate, refer to the Information Commissioner for prosecution. If you are not satisfied with the way the DVLA has handled your complaint, you should contact the Information Commissioner at Wycliffe House, Water Lane, Wilmslow, SK9 5AF.



PARKING CHARGE NOTICE REMINDER



MR ALI REHMAN
56 LEIGH ROAD
LONDON
E6 2AS

Ref Number:	128753/610483
Vehicle Registration:	KN71EYD
Vehicle Make:	MERCEDES-BENZ
Vehicle Model:	ESPRINTER PROGRESSIVE
Date of Event:	12/07/2025
Date Issued:	17/07/2025
Payment Tel No:	0330 555 4444
Date:	08/09/2025

PARKING CHARGE AMOUNT: £100.00

PAYMENT TO BE MADE WITHIN 28 DAYS OF THE DATE ISSUED

This parking charge is discounted to £60.00 if paid within 14 days of the date issued. After this date, the full parking charge amount will be owed.

➡ FOREST HOUSING ASSOCIATION,
WANSTEAD E11 2QT

Time in Car Park: 0 hours 23 minutes

Arrival Time: 12/07/2025 17:18:31

Departure Time: 12/07/2025 17:42:12

Arrival Time: 12/07/2025 17:18:31



KN71EYD

Departure Time: 12/07/2025 17:42:12



KN71EYD

Payment Information



Secure online payment

1. Visit www.parkingeye.co.uk/payments
2. Enter your **Parking Charge Reference**
3. Enter your personal information and complete transaction



By Telephone

Telephone us on **0330 555 4444** to pay via Visa, Visa Debit, Mastercard or Maestro.



By Post

Make the cheque or postal order payable to **Parkingeye Ltd.**, write the **reference number on the reverse** and post to:
Parkingeye Ltd, PO Box 117, Blyth, NE24 9EJ



Scan to pay



and more...



Please ensure the amount paid is correct, any overpayment will not be automatically refunded. A transaction fee shall be charged for payments made by corporate cards. A charge will be added to balance should a payment be returned unpaid.

➤ PARKING CHARGE INFORMATION

LY02-212

Further to the recent Parking Charge Notice, this Parking Charge remains outstanding and you have until 12 September 2025 or the amount due will increase.

On the 12 July 2025 vehicle KN71EYD entered the Forest Housing Association, Wanstead E11 2QT car park at 17:18:31 and departed at 17:42:12 on 12 July 2025.

The signage, which is clearly displayed at the entrance to and throughout the car park, states that this is private land and that the car park is managed by Parkingeye Ltd. In addition the signage states that, as a permit only / authorised parking only car park, a Parking Charge is applicable if the motorist fails to obtain a valid permit / authorisation. The signage also contains further terms and conditions associated with this car park by which those who park in the car park agree to be bound.

By not gaining the appropriate permit/authorisation, in accordance with the terms and conditions set out in the signage, the Parking Charge is now payable to Parkingeye Ltd (as the Creditor).

We would like to remind you that, if you were the driver at the time of the parking event you are required to pay or appeal the parking charge.

➤ THE CASE LAW

The most significant Judgment in relation to the enforceability of Parking Charges issued for breach of contract on private land is that of the Supreme Court in *Parkingeye v Beavis* (2015) UKSC 67. The Supreme Court found in Parkingeye's favour, stipulating that the Parking Charge was not a penalty in law and did not constitute an unfair term. This Judgment delivers a binding precedent in respect of the value of the Parking Charge. The Judgment can be found by visiting the news section of our website: "Supreme Court uphold Court of Appeal Judgment".

➤ APPEALS & COMPLAINTS PROCEDURE

All appeals must be submitted in writing online or alternatively by post to the address listed below. Appeals should be submitted within 28 days of the delivery of the Parking Charge and whilst under assessment, the value of the charge will not increase. You will be unable to appeal if the charge has already been paid. Supporting evidence should be attached to assist with an appeal. Parkingeye Ltd may be unable to return original documentation and therefore request only copies are sent. If an appeal is unsuccessful, details to access the Independent Appeals Service (POPLA) will be provided and 14 days to pay at the current amount. If an appeal to POPLA is made, the discounted rate will no longer apply, and the charge value will increase. **POPLA are unable to review appeals that haven't already been assessed by Parkingeye Ltd.**

Where information is explicitly disclosed that is considered sensitive (e.g. about a medical condition), we will process that information, as outlined in our privacy policy, unless consent is withdrawn. Consent can be withdrawn at any time. Visit www.parkingeye.co.uk/privacy-policy for more information.

Online: www.parkingeye.co.uk/appeal

Post: Appeals Department, Parkingeye Ltd, PO Box 117, Blyth, NE24 9EJ

Our complaints policy can be found by visiting: www.parkingeye.co.uk/motorist/complaints

➤ PRIVACY INFORMATION

The data we process for the purpose of issuing a Parking Charge Notice includes the recipient's name and address, images of the vehicle, its details and movement whilst using the car park, and the Vehicle Registration Mark (VRM). We will also process this data for the purpose of reviewing and responding to appeals, and seeking payment of the Parking Charge amount, including via the use of collection agents and/or legal action (where required). When processing this data, Parkingeye Ltd is the Data Controller.

For more information, including details about your rights as a data subject and your right to object (where applicable), please visit our website at www.parkingeye.co.uk/privacy-policy, where you can also complete our online privacy query form. Alternatively, you can write to us at Parkingeye Ltd, PO Box 117, Blyth, NE24 9EJ. If you believe that your details have been obtained fraudulently or misused, please contact us straight away.

If you are the registered keeper, you may also choose to write to the Release of Information, Fee Paying Enquiries Section, DVLA, Swansea SA99 1AJ. You should include details about how the data has been misused and the VRM. The DVLA will investigate all allegations where information has been requested unlawfully and where appropriate, refer to the Information Commissioner for prosecution. If you are not satisfied with the way the DVLA has handled your complaint, you should contact the Information Commissioner at Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

From: Parkingeye Ltd <no-reply@parkingeye.net>
Sent: 23 Jul 2025 18:33
To: kol_budy@yahoo.com
Subject: Automated Response: Appeal Received 128753/610483

Parkingeye Logo

Thank you for contacting Parkingeye, we acknowledge receipt of your appeal.

We endeavour to respond to all appeals as soon as possible. Whilst we consider an appeal the parking charge amount will not increase. Please note that a full written response may take up to 28 days.

Kind Regards,

Parkingeye Appeals Team

Parkingeye Limited, 40 Eaton Avenue, Buckshaw Village, Chorley, PR7 7NA, Registered in England
Registration No. 05134454 - Web: www.parkingeye.co.uk

ParkingEye – Website appeal received 23/07/2025 16:49:10

Parking Charge Details:

Parking Charge Reference: 128753/610483
Vehicle Registration: KN71EYD

Personal Details

Declared as the: Registered Keeper
Name: Ali Rehman
Address: 56 LEIGH ROAD

Town: LONDON
County: LONDON
Postcode: E6 2AS
Country:
Telephone:
Email: kol_budy@yahoo.com

Reason For Appeal

I was working on site

Appeal Details

I am the registered keeper of the vehicle and I dispute your 'parking charge'. I deny any liability or contractual agreement and will be making a formal complaint to your client landowner regarding your predatory conduct.

Your Notice to Keeper (NtK) fails to comply with the mandatory requirements of Schedule 4 of the Protection of Freedoms Act 2012 (PoFA), specifically paragraph 9(2)(e)(i). This provision requires the NtK to invite the keeper to pay the unpaid parking charges. Your notice merely states that the driver is liable and instructs the keeper to pass the notice to the driver and provide their details. That is not sufficient. The statutory wording is clear: unless the NtK invites the keeper to pay, you cannot transfer liability. Partial or substantial compliance is legally inadequate.

There will be no admission as to who was driving, and no assumptions or inferences may be drawn. ParkingEye has relied on contract law allegations of breach against the driver only. The registered keeper cannot be presumed or inferred to have been the driver, nor pursued under any misinterpretation of agency law.

Further, the driver was engaged in legitimate loading/unloading activity while delivering packages to multiple units within the complex. This took approximately 23 minutes and falls squarely within the scope of Jopson v Homeguard [2016] B9GF0A9E, where His Honour Judge Harris QC stated:

"A milkman leaving his float to carry bottles to the flat would not be 'parked'. Nor would a postman delivering letters... Any other approach would leave life in the block of flats close to unworkable."

This was a delivery operation, not a breach of any parking terms. Your attempt to penalise such activity is unreasonable and unsupported by law. You have no hope at POPLA, so you are urged to save us both a complete waste of time and cancel the PCN.

Thanks,

Appellant Provided No Reraise Details

Name:
Address:

Town:

County:
Postcode:
Country:

Appellant confirms all supporting information attached

Yes

From: Parkingeye Ltd <no-reply@parkingeye.net>
Sent: 08 Aug 2025 12:08
To: kol_budy@yahoo.com
Subject: Parking Charge Notice - 128753/610483

Parkingeye Logo

Reference: Parking Charge Notice - 128753/610483

Dear Sir / Madam,

We are writing to you to in relation to the Parking Charge incurred on 12 July 2025 at 17:42:12, at Forest Housing Association, Wanstead E11 2QT car park.

Please find attached information concerning your appeal.

Kind Regards,

Parkingeye Team

Parkingeye Limited, 40 Eaton Avenue, Buckshaw Village, Chorley, PR7 7NA, Registered in England
Registration No. 05134454 - Web: www.parkingeye.co.uk



08 August 2025

Reference: Parking Charge Notice - 128753/610483

Dear Sir / Madam,

Thank you for your correspondence in relation to the Parking Charge incurred on 12 July 2025 at 17:42, at Forest Housing Association, Wanstead E11 2QT car park.

We are writing to advise you that your recent appeal has been referred for further information.

You have stated that you were not the driver of the vehicle at the date and time of the breach of the terms and conditions of the car park, but you have not indicated who was.

You have already been notified that under section 9(2)(b) of schedule 4 of the Protection of Freedoms Act 2012 that the driver of the motor vehicle is required to pay this parking charge in full. As we do not know the driver's name or current postal address, if you were not the driver at the time, you should tell us the **full name** and the **current postal address** of the driver.

You are warned that if, after 29 days from the Date of Issue, the parking charge has not been paid in full and we do not know both the name and current address of the driver, we have the right to recover any unpaid part of the parking charge from you, the registered keeper. This warning is given to you under paragraph 9(2)(f) of schedule 4 of the Protection of Freedoms Act 2012 and is subject to our complying with the applicable conditions under schedule 4 of that Act.

Please note, if you have made or wish to make an appeal on behalf of the driver, and you do not provide the full name and current postal address of the driver, Parkingeye will be obliged to deal with the representations made in your name.

Parkingeye have placed this charge on hold for 28 days to enable you to provide the evidence requested. If this information is not provided within 28 days, the appeal may well be rejected and a POPLA code provided.

Parkingeye Ltd, PO Box 117, Blyth, NE24 9EJ

Alternatively, payment can be made by telephoning our offices on **0330 555 4444** or by visiting www.parkingeye.co.uk or by posting a cheque or postal order to ParkingEye Ltd, PO Box 117, Blyth, NE24 9EJ.

Yours faithfully,

Parkingeye Team

From: Parkingeye Ltd <no-reply@parkingeye.net>
Sent: 12 Sep 2025 15:38
To: kol_budy@yahoo.com
Subject: Parking Charge Notice - 128753/610483

Parkingeye Logo

Reference: Parking Charge Notice - 128753/610483

Dear Sir / Madam,

We are writing to you to in relation to the Parking Charge incurred on 12 July 2025 at 17:42:12, at Forest Housing Association, Wanstead E11 2QT car park.

Please find attached information concerning your appeal.

Kind Regards,

Parkingeye Team

Parkingeye Limited, 40 Eaton Avenue, Buckshaw Village, Chorley, PR7 7NA, Registered in England
Registration No. 05134454 - Web: www.parkingeye.co.uk



12 September 2025

Reference: Parking Charge Notice - 128753/610483
POPLA Ref: 6062555711

Dear Sir / Madam,

We are writing in relation to the Parking Charge incurred on 12 July 2025 at 17:42, at Forest Housing Association, Wanstead E11 2QT car park.

Parkingeye have previously requested further evidence in response to the appeal that was submitted and provided 28 days for this to be sent to us. The 28-day period has now passed, and we are not in receipt of any further correspondence or evidence to confirm that the terms were not breached.

Parkingeye are a member of the British Parking Association and can confirm that there is adequate signage outlining the terms and conditions at this site.

We are writing to advise you that your appeal has been unsuccessful and that you have now reached the end of our internal appeals procedure.

If you wish to have your case independently assessed, please be advised, there is an independent appeals service (POPLA) which is available to motorists who have had an appeal rejected by a British Parking Association Approved Operator. Contact information and further information can be found enclosed. See also www.popla.co.uk

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.

Please note, if the Parking Charge was issued in Scotland/Northern Ireland, only the driver can appeal to POPLA (Parking on Private Land Appeals).

As a gesture of goodwill, we have extended the discount period for a further 14 days from the date of this correspondence. If you appeal to POPLA, you will not be able to pay the discounted amount in settlement of the Parking Charge, and the full value of the charge will be outstanding. In addition, if your appeal to POPLA is unsuccessful, you will no longer be able to pay the discounted amount and the full value of the charge will be due.

A payment can be made by telephoning **0330 555 4444**, by visiting www.parkingeye.co.uk/payments or alternatively by posting a cheque/postal order to Parkingeye Ltd, PO Box 117, Blyth, NE24 9EJ. Please ensure you write your reference number on the reverse of any cheque/postal order so the payment can be allocated.

If you have received this correspondence via email, please allow 24 hours for our systems to reflect the discounted value before making a payment via our automated payment line or website.

Yours faithfully,

Parkingeye Team

The quickest and easiest way to submit your appeal is online. This usually takes 15 minutes.

Simply visit www.popla.co.uk to get started.



Grounds for appeal

The grounds under which you can appeal a parking charge notice are:

1. My vehicle was stolen.
2. I wasn't improperly parked.
3. The amount requested on the parking charge notice isn't correct.
4. I wasn't the driver or the registered keeper of the vehicle at the time of the alleged improper parking (not valid for Scotland or Northern Ireland appeals)
5. Extreme circumstances prevented me from parking correctly.
6. Other

How to appeal to POPLA

Once you've appealed directly to the Operator about your Parking Charge Notice, they'll give you a 10-digit verification code that enables you to bring your appeal to us. You must use this within 28 days of the date of the Operator's rejection notice.

The quickest and easiest way to submit your appeal is online at www.popla.co.uk. The benefits to submitting your appeal online include:

- The process begins immediately and takes 15 minutes.
- You can manage and track the status of your appeal online.
- You're able to instantly upload supporting information and view what the Operator submits.
- You'll get a faster decision.
- Reduce your carbon footprint by going paperless.

If you'd prefer to submit your appeal to us by post, please use the enclosed form. The completed form and copies (not originals) of all supporting information (i.e. photographs or documents) need to reach us within 28 days of the Operator issuing their notice of rejection. We recommend getting a certificate of posting when you send your submission. Please be aware that nothing you send us can be returned.

Late appeals can only be considered in exceptional circumstances, at the Assessors discretion. We'll need you to include a clear explanation of why your appeal is late, either on the form or on a separate sheet. We'll also need copies of any supporting information, the Operator's rejection notice, and the envelope it was in (if it was posted).

Appeals about parking charges issued in Scotland or Northern Ireland

We can now accept appeals relating to Parking Charge Notices issued in Scotland and Northern Ireland, if you're:

- The driver of the vehicle and the person who received the Parking Charge Notice, or
- Appealing on behalf of the driver who received the Parking Charge Notice.

If you're appealing on behalf of the driver/ registered keeper, please include a letter from them authorising you to act on their behalf.

If you require additional help and support

We're happy to provide additional support to anybody who needs it. Please contact us by phone where you'd find that helpful.

Grounds for Appeal and Supporting Evidence

Providing evidence can help to support your case. When completing the form, please only select genuine grounds for appeal. Most successful parking appeals are made on the following four grounds:

1. My car was stolen

- Your vehicle was improperly parked after being stolen.
- This doesn't include circumstances where the vehicle owner has given another person (e.g. a friend or family member) permission to drive their vehicle.
- The fact that you told the driver they could only use your vehicle if they didn't get a parking ticket is not grounds for appeal.

Supporting evidence may include:

- A valid Crime Reference Number
- Police reports

2. I wasn't improperly parked

- The vehicle wasn't parked where the parking notice said it was.
- You were still within the time you paid for.
- You didn't overstay the free parking allowed in the car park.
- You paid the correct amount for parking.
- Your car parking ticket was clearly displayed.
- The terms and conditions of the car park weren't properly signed.
- You were parked in an area where you were free to park.
- You complied with the terms and conditions on the signage.

3. The amount requested on the parking charge notice is incorrect

- You've already paid your parking charge.
- You're being asked to pay the wrong amount.

Supporting evidence may include:

- Evidence that you've paid your parking charge and the date you paid.
- Evidence to demonstrate why you believe the parking charge is incorrect.

4. I was not the driver or registered keeper at the time (not valid for Scotland or Northern

- You bought the vehicle after the alleged improper parking.
- You sold the vehicle before the alleged improper parking.
- You hired a car but weren't the hirer at the time of the alleged improper parking.
- You weren't the driver at the time of the alleged improper parking.
- You provided the driver's details, but the parking operator continued to pursue you.

Supporting evidence may include:

- A copy of the V5C for the vehicle
- A copy of your hire agreement
- A copy of your communication with the parking operator informing them of the driver's details

Further Information

About us

POPLA (Parking on Private Land Appeals) is the UK's largest private parking appeals scheme, handling appeals about parking operators that belong to the British Parking Association (BPA). Since 2015, POPLA has been operated by independent, not-for-profit dispute resolution business, Flexible Resolution Services.

Our role is to review the information and evidence provided, to make an impartial decision on whether a parking charge notice has been issued correctly.

We consider appeals against relevant parking charge notices issued in England and Wales. We're also able to consider relevant parking charges issued in Scotland and Northern Ireland where the person appealing has received a parking charge notice and is the driver.

How the appeal process works

Receive your verification number.

When a Parking Operator rejects a motorist's appeal, they should send a 10-digit verification code with their rejection notice, enabling the motorist to use the POPLA service. If it's not been provided, you should request this from the Operator.

Prepare to share your evidence.

Providing additional information and copies of evidence can help to support a successful appeal. This might include: a crime reference number (if the vehicle was stolen), photographs (if you think the signage was inadequate), your pay and display voucher (if you say it was displayed and had not expired) or any witness statements if applicable.

Submit your appeal.

Once you've completed the form and copied any supporting evidence, you can submit your appeal by post. We must receive this within 28 days of the Operator issuing their rejection notice. Please get a certificate of posting when you send it.

Our decision

The Assessor will consider all of the information and evidence provided by both parties alongside the BPA Code of Practice to determine whether your appeal should be allowed or refused.

If the Assessor determines that you're liable for the parking charge, they'll refuse your appeal. Conversely, if they determine that you're not liable for it, they'll allow your appeal.



Residents Only

For use only whilst registered
at Forest Housing Association

This car park is private
property, see signage in car
park for terms & conditions

Managed by: Parkingsys Ltd



**New Terms
& Conditions
Apply**

See signage in

18 Dec 2023 13:46:39
London
England

Residents Only Car Park



**For use only whilst registered
at Forest Housing Association**



Forest Housing Association residents must enter their full, correct vehicle registration into the terminal at reception on arrival to obtain a permit for the duration of their stay



Blue Badge holders - all terms & conditions apply



Park within marked bays



No parking on yellow lines/hatched areas

**Failure to comply with the terms & conditions
will result in a Parking Charge of:**

£100

Parkingeye Ltd is appointed by the landowner as its agent authorised to manage this private car park for and on its behalf. By parking in this private car park you will be contracting with the landowner and agreeing to park in accordance with the terms and conditions that apply, which are set out within this notice and other signage displayed in the car park (the "Parking Contract"). By parking, waiting or otherwise remaining within the private car park, you agree to comply with the terms of the Parking Contract, including making payment as required and entering your vehicle registration details into the payment machines and/or terminals as directed. If you fail to comply with the terms of the Parking Contract, you will become liable to pay the sum specified in this notice (the "Parking Charge"). If a Parking Charge becomes due, a reduced payment option will be available for a specified period from the date it is issued. Failure to pay within this period will result in the full Parking Charge becoming payable. If the Parking Charge remains unpaid beyond 28 days from issue, Parkingeye Ltd may incur additional costs in respect of further recovery action taken and may then add these charges equally to recover those costs from you. The Parking Contract shall form the entire agreement between the parties and any variation of its terms shall not be valid unless confirmed in writing by Parkingeye Ltd as agent for the landowner. Please note that Parkingeye Ltd is not responsible, and shall not in any circumstances be liable, for the car park surface, damage or loss to or from motor vehicles, or general site safety. In addition to the terms of the Parking Contract please see the privacy information below.

Privacy information - when you use this car park, Parkingeye Ltd collects and processes certain data in order to ensure that you comply with the terms and conditions of parking and to enforce these where necessary. We also use data collected for car park management. This will include, for example, reporting in respect of our enrolment on vehicle turnover and repeat visits to this car park in order to improve the user experience. The data we collect comprises images of vehicles using the car park and/or their Vehicle Registration Mark. This is collected via Automatic Number Plate Recognition cameras and/or standards on-site, as well as via the payment machines and/or terminals. We may share data from time to time as required to support the purposes stated above. When collecting data specified in this notice, Parkingeye Ltd is the Data Controller. For more information, including details regarding your rights as a data subject, please visit our website at www.parkingeye.co.uk/privacy-policy. Alternatively, you can email us at privacy@parkingeye.co.uk or contact us by telephone at 0333 1233 864.

Parkingeye
Company Number 05134454
Telephone 0330 555 4444
PO BOX 117, Blyth, NE24 9EJ

This car park is private property



**Car park
monitored by
ANPR systems**



18 Dec 2023 13:47:19
London
England

Residents Only Car Park



**For use only whilst registered
at Forest Housing Association**



Forest Housing Association residents must enter their full, correct vehicle registration into the terminal at reception on arrival to obtain a permit for the duration of their stay



Blue Badge holders - all terms & conditions apply



Park within marked bays



No parking on yellow lines/hatched areas

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will result in a Parking Charge of:**

£100

Parkingeye Ltd is authorised by the landowner as its agent to manage this private car park for and on its behalf. By parking in this private car park you will be acknowledging with the landowner and agreeing to park in accordance with the terms and conditions that apply, which are set out within the notice and other signage displayed in the car park (the "Parking Contract"). By parking, waiting or otherwise remaining within this private car park, you agree to comply with the terms of the Parking Contract, including making payment as required and entering your vehicle registration details into the payment machines and/or terminals as directed. If you fail to comply with the terms of the Parking Contract, you will become liable to pay the sum specified in this notice (the "Parking Charge"). If a Parking Charge becomes due, a reduced amount will be available for a specified period from the date the notice is issued. Failure to pay within this period will result in the full Parking Charge becoming payable. If the Parking Charge remains unpaid beyond 28 days from issue, Parkingeye Ltd may incur additional costs in respect of further recovery action taken and may make additional charges solely to recover those costs from you. 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 Parkingeye Ltd as agent for the landowner. Please note that Parkingeye Ltd is not responsible, and shall not in any circumstances be liable, for the car park surface, damage or loss to or from motor vehicles, or persons and property, in addition to the terms of the Parking Contract please see the privacy information below.

Privacy Information: when you use this car park, Parkingeye Ltd collects and processes certain data in order to ensure that you comply with the terms and conditions of parking and to enforce these where necessary. We also use such information for car park management. This will include, for example, reporting to relevant authorities of any offences or vehicle behaviour and repeat visits to this car park in order to improve the user experience. This data will contain computerised images of vehicles using the car park under their Vehicle Registration Mark. This is collected via Automatic Number Plate Recognition cameras and/or surveillance cameras, as well as via the payment machines and/or terminals. We may share data from time to time as required to support the automatic number plate recognition. After collecting data specified in this notice, Parkingeye Ltd is the Data Controller. For more information, including details regarding your rights as a data subject, please visit our website at www.parkingeye.co.uk/privacy-policy. Alternatively, you can email us at privacy@parkingeye.co.uk or contact us by telephone at 0333 1235 836.

Parkingeye
Company Number 05134454
Telephone 0330 555 4444
PO BOX 117, Blyth, NE24 9EJ

This car park is private property



Car park
monitored by
ANPR systems



18 Dec 2023 13:48:56
London
England

Forest Housing Association

Signage Plan

Mallards

Blake Hall Road

Wanstead

E11 2QT



SIGNAGE & MACHINE TYPE, ALLOCATION AND SIZE

Sign Type	Size	No of Wall Signs	No of Pole Signs	No of New Poles – Standard Size (2900mm)	No of New Poles – Short Size (2000mm)
1 - P sign	600x800mm		1	1	
2 - Main signage	600x800mm	2	2		
3 - BB badge bay	600x600mm	1			
4 - Other	600x800mm				
5 – Banner (to be installed on wall or railings-pole)	Enter size				
6- Bespoke (e.g. underground car park pillars)	Enter size				

Machine Type	No of Metric Payment Machines	No of Glyde Payment Kiosks
 Metric Payment Machine		
 Glyde Payment Kiosk		

KEY FOR INSTALLATION LOCATIONS

Icon	Definition
	Sign on existing lighting column
	Sign on existing signage pole
	Sign on new signage pole
	Sign on new camera column
	Sign on a wall/fence
	Sign on existing double poles
	Sign on new double poles
	Foamex sign (Choose this for wall signs in covered car parks)
	Metric Payment machine
	Glyde Payment Kiosk
	Entrance & Exit

CAR PARK SIGNAGE LAYOUT PLAN



No. 3 blue badge sign must be glued to the wall NOT screwed as the wall is the back of a neighbouring building.

SIGN TYPE 1



P For use only whilst registered at Forest Housing Association

Blue Badge holders - all terms & conditions apply

No parking on yellow lines/hatched areas

Failure to comply with the terms & conditions will result in a Parking Charge of:

£100



Blue Badge Holders Only



**For use only whilst registered
at Forest Housing Association**



Forest Housing Association residents must enter their full, correct vehicle registration into the terminal at reception on arrival to obtain a permit for the duration of their stay

Failure to comply with the terms & conditions will result in a Parking Charge of:

£100

[illegible]

12345678910111213141516171819202122232425262728293031323334353637383940414243444546474849505152535455565758596061626364656667686970717273747576777879808182838485868788899091929394959697989910010110210310410510610710810911011111211311411511611711811912012112212312412512612712812913013113213313413513613713813914014114214314414514614714814915015115215315415515615715815916016116216316416516616716816917017117217317417517617717817918018118218318418518618718818919019119219319419519619719819920020120220320420520620720820921021121221321421521621721821922022122222322422522622722822923023123223323423523623723823924024124224324424524624724824925025125225325425525625725825926026126226326426526626726826927027127227327427527627727827928028128228328428528628728828929029129229329429529629729829930030130230330430530630730830931031131231331431531631731831932032132232332432532632732832933033133233333433533633733833934034134234334434534634734834935035135235335435535635735835936036136236336436536636736836937037137237337437537637737837938038138238338438538638738838939039139239339439539639739839940040140240340440540640740840941041141241341441541641741841942042142242342442542642742842943043143243343443543643743843944044144244344444544644744844945045145245345445545645745845946046146246346446546646746846947047147247347447547647747847948048148248348448548648748848949049149249349449549649749849950050150250350450550650750850951051151251351451551651751851952052152252352452552652752852953053153253353453553653753853954054154254354454554654754854955055155255355455555655755855956056156256356456556656756856957057157257357457557657757857958058158258358458558658758858959059159259359459559659759859960060160260360460560660760860961061161261361461561661761861962062162262362462562662762862963063163263363463563663763863964064164264364464564664764864965065165265365465565665765865966066166266366466566666766866967067167267367467567667767867968068168268368468568668768868969069169269369469569669769869970070170270370470570670770870971071171271371471571671771871972072172272372472572672772872973073173273373473573673773873974074174274374474574674774874975075175275375475575675775875976076176276376476576676776876977077177277377477577677777877978078178278378478578678778878979079179279379479579679779879980080180280380480580680780880981081181281381481581681781881982082182282382482582682782882983083183283383483583683783883984084184284384484584684784884985085185285385485585685785885986086186286386486586686786886987087187287387487587687787887988088188288388488588688788888989089189289389489589689789889990090190290390490590690790890991091191291391491591691791891992092192292392492592692792892993093193293393493593693793893994094194294394494594694794894995095195295395495595695795895996096196296396496596696796896997097197297397497597697797897998098198298398498598698798898999099199299399499599699799899910001001100210031004100510061007100810091010101110121013101410151016101710181019102010211022102310241025102610271028102910301031103210331034103510361037103810391040104110421043104410451046104710481049105010511052105310541055105610571058105910601061106210631064106510661067106810691070107110721073107410751076107710781079108010811082108310841085108610871088108910901091109210931094109510961097109810991100110111021103110411051106110711081109111011111112111311141115111611171118111911201121112211231124112511261127112811291130113111321133113411351136113711381139114011411142114311441145114611471148114911501151115211531154115511561157115811591160116111621163116411651166116711681169117011711172117311741175117611771178117911801181118211831184118511861187118811891190119111921193119411951196119711981199120012011202120312041205120612071208120912101211121212131214121512161217121812191220122112221223122412251226122712281229123012311232123312341235123612371238123912401241124212431244124512461247124812491250125112521253125412551256125712581259126012611262126312641265126612671268126912701271127212731274127512761277127812791280128112821283128412851286128712881289129012911292129312941295129612971298129913001



Company Website: www.fox.com



Car part
monitored by
ASAP systems



property, see signage in car
park for terms & conditions

Managed by: Parkingeye Ltd



Car park
monitored by
ANPR systems

**New Terms
& Conditions
Apply**

**See signage in
car park**

Managed by: Parkingeye Ltd

18 Dec 2023 13:46:37
London
England