

Further to my request for appeal of the referenced parking ticket. I wish to submit further requests for evidence and also specify the legal requirements surrounding the enforcement of disabled bays.

The requirements state the bays must be of reasonable size, with a suggested minimum width of 2400mm, length of suggested minimum 4800mm and also a hashed area surrounding the bay of a recommended minimum 1200mm. Only two of the areas on site seem to have bays which get close to this requirement. The attached photos on the following pages reflect this.

The painted disabled icon in the bay must be clearly displayed in the centre of the bay, however I contest this is possible based on the other lines partially blacked out, and attempted to be scrubbed out, but are not clear.

There must also be a valid erected pole at the front of the parking bay, displaying a "Blue Badge Holders Only" you can see that this is not the case with the image I have already provided. This pole is not present on any of the parking bays, questioning their legality with the requirements.

I am also aware that disabled parking bays cannot be enforced within private car parks without an active contract with the local council allowing enforcement of disabled bays.

I request in addition to proof of the driver's identity, a copy of the local contract with Medway Council authorities, authorising the enforcement of Disabled Parking Bays within a private car park, and also excusing the incorrect formation of the disabled bays for which my vehicle was penalised. I also request a breakdown of your costs associated with this penalty. Parking Charges applied by private contractors must reflect an accurate reflection of the cost involved when a ticket is issued, therefore an acceptable breakdown should be provided upon request showing all fees. This car park is a private and free to use car park, therefore no costs have been lost from parking without purchase of a valid ticket.

The Noted car park holds several of these (more so) correctly formatted disabled bays, however, those identified in the images do not meet the requirements and guideline.

I would also like to state, I feel even if the bays are incorrectly identified by yourselves as a legally acceptable bay, that you are breaching the terms of the Disability Discrimination Act. Parking in a private car park within a disabled bay does not mean the driver MUST have a blue badge. The Blue Badge scheme is to show what rights drivers have for parking, however, disability can be suffered without recognition through the blue badge scheme, the drivers who have access to my vehicle all have a form of disability which may or may not have been recognised by the disability act and awarded a blue badge. As such the drivers who suffer this disability should not be seen as an offender, because they have used a space incorrectly marked and provided and without following regulation, when their disability makes it impossible for them to park anywhere else.

The Other questionable part of the agreement, is the signage. The signs are all approximately 7.5 feet in the air, and the sign content is of small text face. Having returned to the scene of the offence at night, these signs are difficult to read during both daytime and night time with the lights presence. During the day of the penalty charge, the sunlight was very bright causing reflection of these signs making them more difficult to read. I suggest this would mean a contract cannot be formed as it cannot be read, and it should not be the responsibility of the driver to walk around the entire car park to identify a legible sign, especially when they have walking difficulties not recognised by a blue badge. To read these signs clearly you must stand underneath them with an appropriate amount of light to not cast glare or reflection, these circumstances would be difficult to find, as such I submit the sign whilst present (and also proven by the evidential photograph of my vehicle's contravention) is difficult to read and that a contract CANNOT be formed if the terms of the

contract are not clearly legible to an and all drivers arriving on site. Pictures included below.

Having returned to the scene at a time when the bays are empty it is possible to see that a small triangular icon is painted on bays opposite those which my vehicle was parked within. It is not possible for a driver to be able to identify these bays when they are full, and that combined with the advice from the Outlet Centre colleague, who stated the bays where shared use has led to conflict and confusion to the driver. (Pictures included). Also, the bay painted on the road are unclear, as there appears to be a bay which would otherwise block traffic, I don't believe these markings on th road are suitable or fit for purpose (pictures included)

To summarise, I request the ticket is cancelled with immediate affect for the following reasons:

- 1) The ticket printed is incomplete due to a faulty printing device used by the parking patrol
- 2) The parking space is unclear, with lines part blacked out and leading to confusion
- 3) Confirmation was provided by a member of staff these where shared use.
- 4) Other vehicles which appear to have contravened the same offence have not been penalised, despite seeing someone wearing a blue visibility jacket walking away from the area.
- 5) The disabled bay in question does not meet any of the regulations stipulated inclusive of hashings around the outside of the bay, and a lack of presence of an erected sign stating blue badge holder use only.
- 6) The bays are not clearly marked, with additional half covered lines and attempted scrubbed out markings making it unclear.
- 7) The signage has too small a font and is located too high up a post to be read clearly, as such, any drivers who cannot read the terms of parking on this land cannot enter into a contract. Especially when the sun or other light source shines upon them.
- 8) Parking bays which show parent and toddler use are shared with the disabled bays, but these cannot be seen clearly when these bays are in use, therefore drivers when offered advice by the outlet, that these bays are shared use, will follow the guidance of the individuals representing the establishment.

I request the following evidence, should this appeal be rejected – failure to provide this evidence would indicate you have something to hide, and that you are not patrolling the area's correctly and / or legally. As such any infractions of your own policies will be reported to the BPA.

- 1) Evidence of the vehicle driver identified
- 2) Evidence that you have permission from the local Medway Council Authorities to enforce disabled parking bays
- 3) Evidence that you have permission from the local Medway Council allowing the use of non regulation parking bays for disabled badge holders
- 4) A breakdown of your costs involved for the £60 and £100 charges you have stipulated. These must be reasonable fee's, as I do not believe these fee's to be reasonable for he alleged offence committed.
- 5) Confirmation of your POPLA code, so if you reject this challenge, I can raise n independent complaint with POPLA.

I reiterate at this time that I am under no obligation to provide details of the driver until such a time as the driver identity has been confirmed by your evidence. I also state for the records as per the previous document within my appeal, that I object to paying the fine at this time and I also continue to charge you an hourly rate for my investigation. The investment of time has now reached four (4) hours in research and communication, along with evidence collection. At this time I request either the PCN is cancelled on the evidence provided within both this, and the prior provided document, and will accept this and revoke my current fee of £72, and call this matter settled. Alternatively engaging in further communication wishing me to pay this punitable charge, will result in my

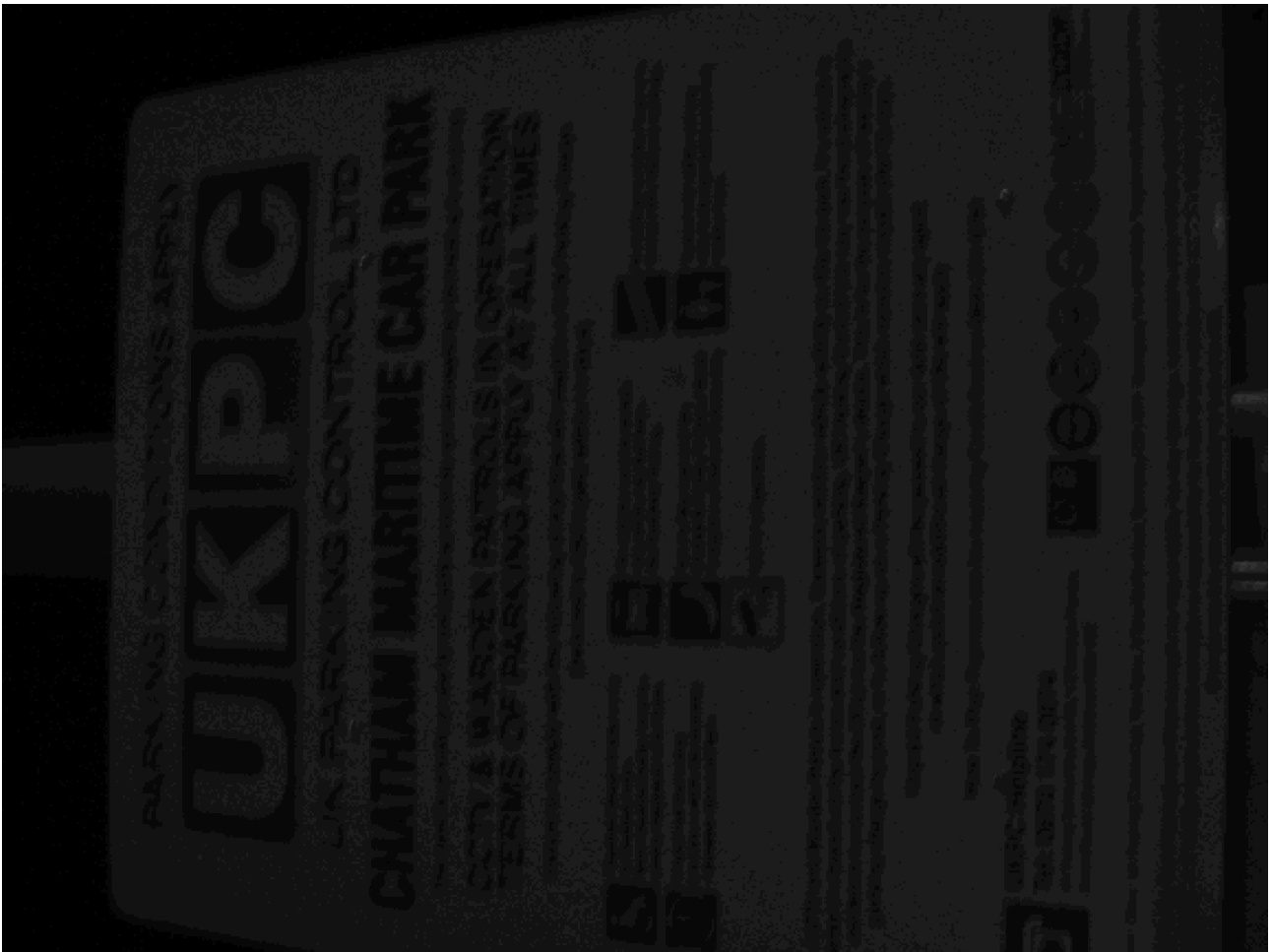
hourly fee continuing, and you will be liable for all expenses. I will record all expenses involved, which can be provided upon request.

Due to not being present at home, I request all communication is posted to the following address, along with a copy emailed to \*\*\*\*\*, where I will email a reply to confirm receipt of the letter. Do not attempt to send the letter to my address of residence as I will not be present to receive it, doing so would appear as a means of trying to extort the maximum amount of money from me as you can.

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Images are included in the following pages

Picture of the sign, to get this clear image I had to hold a camera above my head (approximately 7.5 feet) in order to allow the sign to appear legible.



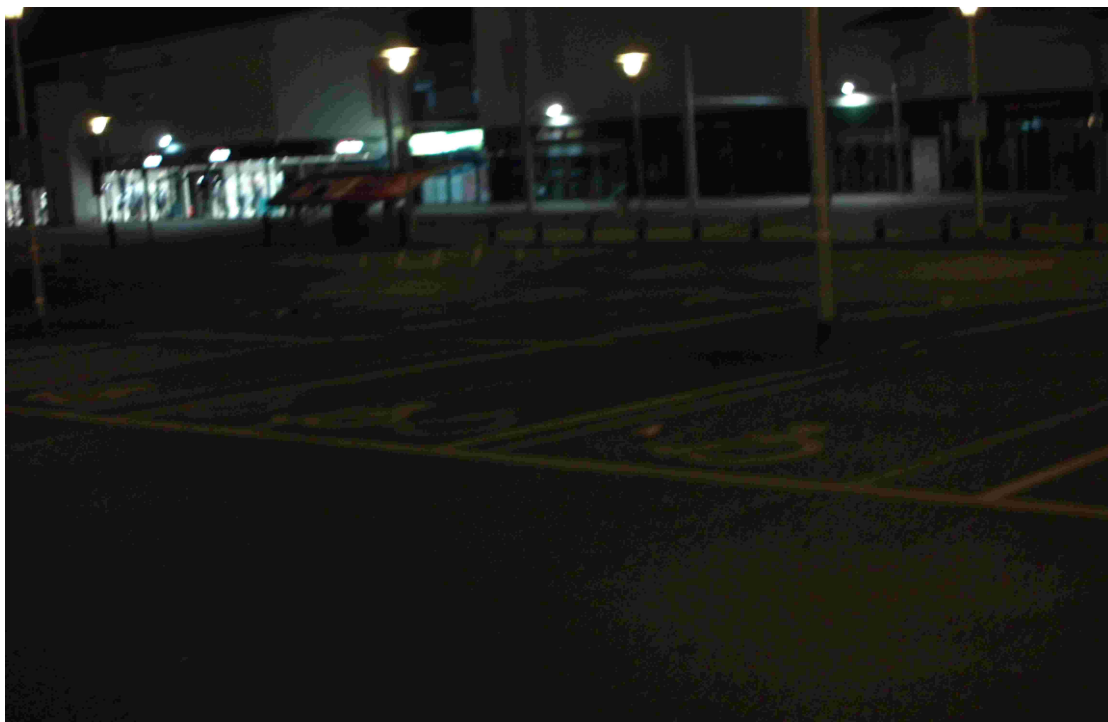
Here is an image of the sign from approximately 10 feet away, where most individuals would be attempting to read the sign. The only clear elements are the top headers and logo, along with the name of the car park. The terms of the contract are exceptionally difficult to read close up, let alone from a reasonable distance.



Below are images of the disabled parking bays which more closely match the regulations of provision. As you can see, they are very much different from the “disabled bay” where the offence allegedly took place.



Below is the image of the parking bays where the alleged offence took place for comparison.



Below is a picture of the supposed parking bay in the centre of the road

