

07 May 2014

Reference: 6860804061
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(Appellant)

-v-

Premier Parking Solutions Ltd (Operator)

The Operator issued parking charge notice number 83930 arising out of the presence at _____ car park, on 7 March 2014, of a vehicle with registration mark _____

The Appellant appealed against liability for the parking charge.

The Assessor considered the evidence of both parties and determined that the appeal be **refused**.

The Assessor's reasons are as set out.

In order to avoid any further action by the operator, payment of the £100 parking charge should be made within 14 days.

Details of how to pay will appear on previous correspondence from the operator.

Reasons for the Assessor's Determination

The Operator issued parking charge notice number 83930 arising out of the presence at _____ car park, on 7 March 2014, of a vehicle with registration mark _____ for parking without clearly displaying a valid ticket.

It is the Operator's case that the Appellant's vehicle was parked without clearly displaying a valid ticket and this was a breach of the terms and conditions of parking as set out on signage at the site.

It is the Appellant's case that they were running late for the ferry and parked at the site whilst displaying their disabled person's badge, thinking that parking was free. The Appellant states that they made a genuine error and are unable to pay the parking charge amount as they are on very low income. The Appellant also states that the parking charge amount exceeds the cost to the land owner.

Whilst I appreciate the Appellant's submissions, I am unable to take into account mitigating circumstances. Having reviewed the evidence, I am satisfied that the terms and conditions of parking were clear on signage at the site and included a requirement to clearly display a valid ticket. The Appellant breached the terms and conditions of parking as they parked without displaying a valid ticket. The Appellant has stated that the parking charge notice exceeds the cost to the land owner, however, I can confirm that the Operator has justified their parking charge amount and produced a breakdown of costs that they incur in relation to issuing parking charge notices for breaching the terms and conditions of parking. The onus is on the Appellant to ensure compliance with the terms and conditions of parking as set out on signage at each particular site and on this occasion they did not do so.

Accordingly, this appeal must be refused.

Nozir Uddin
Assessor