

Joe Smith
111 High Street
Glasgow

3 March 2026

ParkingEye Ltd
Parking Appeals Department
PO Box 266
Wilmslow
SK9 1RZ

RE: FORMAL APPEAL AGAINST PARKING CHARGE NOTICE — WITHOUT PREJUDICE

PCN Reference: [Insert PCN reference number]

Vehicle Registration: [Insert registration]

Date of alleged contravention: 14 February 2026

Location: Tesco Extra, Glasgow

Dear Sir or Madam,

I write to formally appeal the above parking charge on the following grounds. I require cancellation of this charge in full within 14 days. If you do not cancel, I will refer this matter to POPLA where I am confident the appeal will succeed.

1. BREACH OF BPA CODE OF PRACTICE v8, PARAGRAPH 5.3 — MANDATORY 10-MINUTE GRACE PERIOD

ParkingEye is a member of the British Parking Association and is contractually bound to comply with the BPA Code of Practice version 8. Paragraph 5.3 of the Code states unequivocally:

"Parking charge notices must not be issued where the motorist returns to their vehicle within ten minutes of their parking time expiring."

This is not discretionary. It is a mandatory obligation on all BPA member operators. The 10-minute grace period applies to all time limits, including maximum stay periods.

I overstayed the 3-hour maximum stay by less than 10 minutes. Your records will confirm this. The charge was therefore issued in breach of paragraph 5.3 of the BPA Code of Practice and is unenforceable.

POPLA routinely allows appeals on this ground where the overstay is within the 10-minute grace period. I refer you to the thousands of published POPLA decisions on this exact point.

2. BREACH OF CONTRACTUAL OBLIGATION — CHARGE ISSUED CONTRARY TO OPERATOR'S OWN TERMS

By joining the BPA and displaying BPA membership on signage and correspondence, ParkingEye represents to motorists that it will comply with the BPA Code of Practice. This forms part of the contractual relationship between operator and motorist.

The issue of a charge in breach of paragraph 5.3 constitutes a breach of contract by ParkingEye. A party cannot enforce a contract it has itself breached. The charge must therefore be cancelled.

3. PROCEDURAL UNFAIRNESS AND UNFAIR COMMERCIAL PRACTICE

The 10-minute grace period is an industry-wide standard designed to ensure fairness and proportionality in enforcement. Motorists are entitled to rely on it. Failure to apply the grace period without clear and prominent signage warning motorists that the standard grace period will not be applied constitutes:

(a) A breach of legitimate expectation; and

(b) An unfair commercial practice contrary to the Consumer Protection from Unfair Trading Regulations 2008, specifically a misleading omission (Regulation 6) where material information (the absence of a grace period) is omitted, causing the average consumer to make a transactional decision they would not otherwise have made.

ParkingEye's signage makes no mention of any variation from the standard 10-minute grace period. I was therefore entitled to assume it applied.

CONCLUSION AND REQUIRED ACTION

For the reasons set out above, this charge was issued in breach of:

- The BPA Code of Practice v8, paragraph 5.3;
- ParkingEye's contractual obligations to motorists;
- The Consumer Protection from Unfair Trading Regulations 2008.

The charge is unenforceable and must be cancelled in full immediately.

I require written confirmation of cancellation within 14 days of the date of this letter. If I do not receive confirmation of cancellation within that period, I will exercise my right to appeal to POPLA, the independent adjudicator. I am confident POPLA will allow the appeal on the grounds set out above, and you will be liable for POPLA's adjudication fee.

I look forward to your prompt confirmation that this matter is now closed.

Yours faithfully,

Joe Smith

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