**David J Tarrant**

**148 Slade Green Road**

**Erith, Kent**

**DA8 2JE**

**Smart Parking Limited (Or Other Carpark Company)**

**Unit 43, Elmdon Trading Estate
Bickenhill Lane, Birmingham
B37 7HE**

DD/MM/YYYY

To whom it may concern,

I am writing to request that you do not send correspondence to the above address demanding money. I do not accept the validity of such correspondence, which is a demand for payment for an alleged breach of advertised terms and conditions, the content of which is contrary to my own personal terms and conditions (as advertised below) and based on the assumption that I would agree to any such advertised terms and conditions, or agree to be bound by them, which I do not.

I have not entered into any such contract with any such company and have not signed anything to indicate that I would in any way agree or subscribe to any such advertised terms and conditions, or consent to being bound by them, neither have I given any such verbal or other agreement. I also do not give my permission or agree that anyone shall be entitled to assume that I agree to any such terms and conditions, or that I have given my agreement, without asking me personally or obtaining my signature to show otherwise.

**Personal Terms & Conditions**

Relating to issues arising past and present concerning carparks serving public retail / service facilities.

I cannot / do not agree to any such advertised terms and conditions or consent to being bound by them for one or more of the following reasons...

1. I did not see the advertised terms and conditions
2. I did not read the advertised terms and conditions
3. I did not understand the advertised terms and conditions
4. I could not read the advertised terms and conditions
5. I read the advertised terms and conditions but do not agree with them
6. I do not agree to such terms and conditions

The entering or parking of any vehicle in any such carpark serving a public retail / service facilitythat has unrestricted access cannot / shall not automatically constitute anyone’s agreement to any such terms and conditions or give consent to being bound by them, neither shall it give anyone the right to assume that anyone shall agree to, or be in agreement with, any such terms and conditions, or give consent to be bound by them.

In any instance, if a private land owner / agent is unhappy with any vehicle being parked or camped on any such land, which is there to serve a public retail / service facility and has unrestricted access, they must follow established legal channels to get a court order to have it evicted or removed. Demanding any form of payment prior to discussing and reaching a mutually beneficial and agreeable signed contract will not be acceptable.

I do not and will not consent to being charged, or agree that I am liable for any charges, relating to any alleged breach of any such advertised terms and conditions that I do not agree with and do not consent to be bound by. I am not consenting to, or interested in, entering into any agreement or contract with your company. Do not send any more demands for payment for which we have not agreed and unless by mutual agreement.

I do not and will not consent to you holding my data on record. Remove any details you have relating to me, my home address, or any vehicles registered in my name, from your database and DO NOT pass them on to any third parties. I do not agree to any third-party processing.

Yours sincerely,

**Your Printed Name (No Signature Required)**

E&OE