**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,

For your information: NB It is important that you read and fully understand the following points…

1. The notice you were sent, dated 12/06/18, is not an appeal, it is a notice and copy of personal terms and conditions. It was not submitted as an appeal and is not subject to any timeframe relating to any such appeals process. It is not subject to your terms and conditions and is for your notification only.
2. You have no grounds to demand or pursue monies under contract law as there is no contract. A contract has to be mutually beneficial and agreed by all parties. If there is no agreement there can be no contract. We do not have a mutually beneficial agreement or mutually agreeable contract. If you think we have a contract, please provide a copy of it for perusal.
3. Trying to persuade people you have grounds to pursue monies based on contract law, where there is no contract, or based on agreement to terms and conditions, where there is no agreement, is a falsehood and tantamount to fraud, which is a criminal offence.
4. The entering of any ungated area with unrestricted access does not automatically constitute anyone’s agreement to any such terms and conditions, regardless of signage, which may not even be noted, especially while people are driving, preoccupied, or looking where they are going. My personal terms and conditions make this very clear. They also make it clear that I do not agree with your terms and conditions, therefore any attempts to demand or pursue monies that relate to your terms and conditions are invalid, as are demands for money based on the assumption that we have a contract, as we do not.
5. You, or any agents acting on your behalf, or under your instruction, have no legal right or grounds to send demands for money based on the assumption we have a contract, which we do not, or based on agreement to any such terms and conditions, where there is no agreement, there can therefore be no legitimate charge and no legitimate debt.
6. Any continued attempt by you, or by any debt collection agency acting under your instruction, to demand monies will be seen as an attempt to extort monies through false assumption, lies and devious manipulation of facts and will be regarded as fraud with a view to demanding money with menaces.
7. If you, or any agent instructed by you, continues to send threatening and intimidating demands for money, ignoring the notices you have been sent, you will be in breach of the law and may incur legal action. Trying to obtain money with menaces through extortion is a criminal offence.
8. Please note, you and your associated debt collection agency, have both been explicitly instructed to remove any personal data you have relating to me, my address and any vehicles registered to me from your records. Failure to do this may incur legal action as you do not have my permission to hold my details on record and you have no lawful right to do so.

Yours sincerely,

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