

[Name Redacted]

[Address Redacted]

3 March 2026

Horizon Parking

Parking Appeals Department

RE: FORMAL APPEAL AGAINST PARKING CHARGE NOTICE — WITHOUT PREJUDICE

PCN Reference: [Redacted]

Vehicle Registration: [Redacted]

Date of Alleged Contravention: 17 February 2026

Location: East Kilbride Shopping, Olympia

Dear Sir or Madam

I write to formally appeal the Parking Charge Notice issued to the above vehicle on 17 February 2026 at East Kilbride Shopping, Olympia. The charge of £51 for alleged failure to pay for the full duration of stay is disputed in its entirety on the following grounds.

GROUND 1 — PAYMENT SYSTEM FAILURE / NO VALID CONTRACT FORMED

The British Parking Association Code of Practice version 8, to which Horizon Parking is bound as a BPA member, requires operators to maintain functional and operational payment infrastructure. On 17 February 2026, I attended the payment machine with the express intention of purchasing parking. The machine failed to operate correctly: it did not recognise that my vehicle was present in the car park and did not allow me to input my vehicle registration number, thereby preventing any payment transaction.

This was not user error. I am a regular user of this car park and am fully familiar with the standard operation of the payment machines, which ordinarily recognise the vehicle automatically. On this occasion, the system malfunction made compliance impossible.

Under the principles of contract law, a valid parking contract requires offer, acceptance, and consideration. Where the operator's own equipment prevents a motorist from making payment, no contract is formed. The charge is therefore unenforceable. This principle is reinforced by BPA Code of Practice paragraph 4.3, which requires that payment facilities must be "available and in working order."

GROUND 2 — REASONABLE EXCUSE DEFENCE

I acted entirely reasonably by attending the payment machine and attempting to pay. The machine's failure to function constitutes circumstances entirely beyond my control. Common law recognises that a party cannot be held liable for breach of an obligation where performance has been rendered impossible by the other party's failure.

The operator cannot simultaneously maintain defective payment equipment and then penalise motorists for non-payment caused by that very defect. To enforce this charge would be contrary to natural justice and established contractual principles.

GROUND 3 — UNFAIR COMMERCIAL PRACTICE

The Consumer Protection from Unfair Trading Regulations 2008 prohibit unfair commercial practices, including misleading actions and omissions. By operating a car park with signage stating that payment is required, while simultaneously maintaining non-functional payment equipment, Horizon Parking has engaged in conduct that misleads consumers.

Motorists are entitled to rely on the operator's representations that payment facilities will be available and operational. Where those facilities fail, the operator cannot retrospectively impose charges. To do so constitutes an unfair commercial practice under Regulation 5 of the 2008 Regulations.

CONCLUSION

For the reasons set out above, this Parking Charge Notice is invalid and unenforceable. I attempted in good faith to comply with the parking terms but was prevented from doing so by the operator's defective equipment.

I require written confirmation that this charge has been cancelled in full within 14 days of the date of this letter. Should you fail to cancel this charge, I will refer this matter to POPLA (Parking on Private Land Appeals), the independent adjudicator, and will rely upon the grounds set out in this letter together with any additional evidence.

I note that over 50% of appeals to POPLA succeed, and operators who fail to provide a full and compliant evidence pack frequently have charges dismissed. I expect this matter to be resolved promptly without the need for independent adjudication.

Yours faithfully

[Name Redacted]