

Private. Without Prejudice

: First name: of the family; Surname
Authorised Representative for MR (YOUR ALL CAPS FULL NAME)
And all derivatives there of
c/o Your
address
Deeside
[POSTCODE]

HORIZON PARKING LTD
Their
address
goes
here
POSTCODE

Sent by recorded post
Date: (Date) 2021

PCN number:
Registration:
Date of alleged breach: (DATE) 2021

Notice of Opportunity to Withdraw

Notice to agent is notice to principal, notice to principal is notice to agent.

DO NOT IGNORE THIS NOTICE. IGNORING THIS NOTICE WILL HAVE LEGAL CONSEQUENCES.

F.A.O, PUBLIC SERVANT,

We do not know to whom to name as the recipient of this communication, as the sender failed in his/her duty of care and did not sign the document dated 30 September 2021. The action of not signing the document legally means that no living man or woman has taken legal responsibility for the content of the document on behalf of HORIZON PARKING LTD. The very act of not signing the document renders the document 'void' and therefore non-legal and unusable in law under current legislation.

This document will be kept on file as physical presentable evidence as it represents the criminal activities of (HORIZON PARKING LTD or whoever!) whether they are aware of this transgression or not. Ignorance of the law is no defence, and all of the representatives of HORIZON PARKING LTD are now culpable under current legislation because one individual failed to sign the document. This is a fact that must be understood.

There is no recognisable legal means to respond to a demand for payment without a signed bill, see **Bills and Exchange Act 1882**. The Bills and Exchange Act of 1882 is based on a pre-existing commercial contract, arrangement, or agreement; no standing commercial contract, arrangement or agreement between MR (YOUR FULL NAME) and HORIZON PARKING LTD exists. If we were to willingly comply with the demand for payment without a commercially recognised bill, then we will have knowingly given consent and conspired to a commercially fraudulent action. This in turn would

make MR (YOUR FULL NAME) culpable under current regulation for that action. We will not knowingly create that liability or that culpability.

Profiteering through deception is an act of fraud. See **Fraud Act 2006**. Insisting or demanding payment without a pre-existing commercial arrangement which is based on presentable fact in the form of a commercial agreement is an act of deception. Payment is a commercial activity.

There is no named individual at the bottom of the document The very act of there being no name on the document also renders the document void. The company/corporation you are acting on behalf of HORIZON PARKING LTD are potentially engaging in deliberate deception and acts of fraud. Please be aware, company logos/titles do not make claims, they are not living or breathing and cannot speak or write. Men and women can however, so what is the full name of the man or woman making the claim in relation to the alleged parking charge?

We now draw your attention to the following: -

The Companies Act 2006

“44 Execution of documents.

- (1) Under the law of England and Wales or Northern Ireland a document is executed by a company-
 - (a) By the affixing of its common seal, or
 - (b) By signature in accordance with the following provisions.
- (2) A document is validly executed by a company if it is signed on behalf of the company-
 - (a) By two authorised signatories, or
 - (b) By a director of the company in the presence of a witness who attests the signature.
- (3) The following are “authorised signatories” for the purposes of subsection (2)-
 - (a) Every director of the company
 - (b) In the case of a private company with a secretary or a public company, the secretary (or any joint secretary) of the company.
- (4) A document signed in accordance with subsection (2) and expressed in whatever words, to be executed by the company, has the same effect as if executed under the common seal of the company.”

The legal effect of the statute is that documents and deeds must be signed on behalf of the company by a director in the presence of a witness, or by two authorised signatories. Without adherence to these provisions no contracts can be considered duly executed by a company and their terms are therefore legally unenforceable, as was clearly implied when the Court of Appeal endorsed the view of Lewison J in the case of Williams v Redcard Ltd [2011]:

“For a document to be executed by a company, it must either bear the company’s seal, or it must comply with s.44, In order to take effect as if it had been executed under seal. Subsection (4) requires that the document must not only be made on behalf of the company by complying with one of the two alternative requirements for signature in

s.44 (2): it must also be “expressed, in whatever words, to be executed by the company. That means that the document must purport to have been signed by persons held out as authorised signatories and held out to be signing on the company’s behalf. It must be apparent from the face of the document that the people signing it are doing something more than signing it on the company’s behalf. It must be apparent that they are signing it on the company’s behalf in such a way that the document is to be treated as having been executed “by” the company for the purposes of subsection (4), and not merely by an agent “for” the company.”

Moving on.

There was a claim made in the document with regards to having requested ‘vehicle’ details from the DVLA. ‘Vehicle’, means: “Every description of carriage or other contrivance propelled or drawn by mechanical power and used for **commercial purposes** on the highways in transportation of passengers, passengers and property, or property and cargo. “Used for **commercial purposes**” means the carriage of persons or property for any fare, fee, rate, charge, or other consideration, or directly or indirectly in connection with any business, or undertaking intended for profit. Black’s Law 6th Edition.

What facts do you rely on to prove that the ‘conveyance’ is used for commercial purposes only?

Are you aware DVLA are currently being investigated by a group of lawyers and a case is being brought forward against DVLA for disclosing personal details of Registered Keepers to companies such as HORIZON PARKING LTD for monetary gain, thus breaching Data Protection Regulations? Again, the document sent on behalf of HORIZON PARKING LTD will now be added to the list of investigations as the employees/agents working for or within HORIZON PARKING LTD may themselves be aiding and abetting potential criminal activities of DVLA for their own monetary gain.

A reminder that a breach of contract only applies if there is a contract with two wet ink signatures on a written agreement after a meeting of the minds, with full disclosure has been made between a minimum of two individuals. In this case as an example, one being the wet ink signature of the above-mentioned MR (FULL NAME), and one wet ink signature of a man or woman acting as a representative for HORIZON PARKING LTD. It is not possible to have a meeting of the minds with “signage”, because there is no mind to meet.

So now you can start to see the picture that is being painted here of the criminal activities of individuals acting as representatives for HORIZON PARKING LTD. I have highlighted quite a few.

No such contract exists between MR (FULL NAME) and HORIZON PARKING LTD. If a representative still claims there is, then the burden of proof is on the individual making the claim to provide proof of that claim within fourteen (14) days of the date of this notice. If there is no such contract, then there is no obligation to pay any charge imposed by the representatives/agents/employees on behalf of HORIZON PARKING LTD.

I await a response as to who is personally liable for this document.

I await proof of a verified contract.

I await proof of all claims made in the document a representative from HORIZON PARKING LTD sent to the above address.

If no evidence to support these claims is forthcoming, then the representatives/agents/employees from HORIZON PARKING LTD will be in tacit agreement with us and will have shown yourselves to be the criminals that you are.

We do not expect to be hearing from HORIZON PARKING LTD again, and/or any third party related to this matter, unless it contains ALL MATERIAL EVIDENCE TO SUPPORT HORIZON PARKING LTD'S CLAIMS as requested, or a written confirmation of withdrawal of proceedings.

Please be reminded **ignoring this notice will have legal consequences**. In the meantime, we will speak to the relevant sources about these unlawful activities.

No further correspondence will be entered into regarding this matter, other than to notice all involved parties that we intend to commence our own litigation against these claims.

MAXIM: a workman is worthy of his hire.

For any letters/correspondence sent to MR (FULL NAME) with coercion demands/ using threatening fines or any other action shall incur a penalty fee of £250:00 (two hundred and fifty GB pounds) per letter/correspondence. Any further response to nonfactual statements/demands shall be charged £250:00 (two hundred and fifty GB pounds) per hour or part thereof.

All payments will be calculated at the above rates and added to the final settlement should this matter proceed to court, or HORIZON PARKING LTD fails to supply a valid claim in which case we will pursue this via a private lien in order to compensate for HORIZON PARKING LTDS' fraudulent claims against us.

The above charges will be invoked by any individual making further unlawful claims/demands. Charges are non- negotiable.

Without malice or mischief, in sincerity and honour.

Yours sincerely

By:
All Rights Reserved

: (Name): of the family; (Last name).
Authorised Agent and Representative for and on behalf of (ALL CAPS FULL NAME) ™

No assured value. No Liability. Errors & Omissions Excepted.

WITHOUT RECOURSE NON-NEGOTIABLE.

N.B. Any correspondence from a PO Box address will be sent Return to Sender
All copyrights reserved