

# PAYMENT NOTICE REMINDER



**CARE PARK PTY LTD**

ABN 47 083 921 215

26 February 2014

Level 5, 370 St Kilda Road, Melbourne  
PO Box 191, SOUTH MELBOURNE VIC 3205  
PHONE: 1300 760 544 FAX: 1300 011 999

paymentnotices.com.au

## TAX INVOICE AND FINAL DEMAND

DATE	REFERENCE	TOTAL INCLUDING GST
9/06/2013	93105744	\$88.00
26/02/2014	Legal Fees	\$77.00
Total Due		\$165.00



Billpay code: 9272  
Reference: 9310 5744 66



\*71 272 93105744 66

*Pay in person at any post office,  
phone 13 18 16 or go to [postbillpay.com.au](http://postbillpay.com.au).*

By Mail: Care Park Pty Ltd  
PO Box 191  
SOUTH MELBOURNE VIC 3205

By Phone: 1300 760 544  
(MasterCard or Visa)

**Amount Due: \$ 165.00**

Our reference: MEL93105744

Your reference:

**parke**<sup>®</sup>  
**LAWYERS**

ABN 68 123 218 048

26 February 2014

Level 1  
370 St Kilda Road  
Melbourne

GPO Box 66  
MELBOURNE VIC 3001

**Phone: 1300 13 1111**

**Email:** mel@pl.com.au

**Fax:** 1300 13 1555

Dear Sir/Madam

[pl.com.au](http://pl.com.au)

**Re: Care Park Pty Ltd – unpaid payment notice issued on 9/06/2013 to vehicle registered GRRRR8 at 143 Furlong Rd Sunshine**

We have today received instructions from Care Park Pty Ltd to recover liquidated damages and legal costs owed to it arising from your breach of conditions of parking on 9/06/2013. Our instructions are that you have been issued with two previous reminders to pay but have neglected or refused to do so.

We are instructed that you failed to comply with our client's contractual terms and conditions ("the contract") relating to the subject carpark. By virtue of the contract, you agreed Care Park would suffer loss and damage in the event of a breach of the contract. The contract provides for liquidated damages of \$88.00 together with certain other legal costs, loss and damage our client may incur.

It is our policy to afford a final opportunity to pay, prior to issuing court proceedings. This is both as a matter of courtesy and to assist our client to recover legal costs against you, in the event litigation becomes necessary.

Accordingly, on behalf of our client, **we demand payment of the sum of \$165.00, representing damages of \$88.00, together with legal fees of \$77.00** incurred to date. It was a condition of the contract you would pay such fees, in these circumstances. If you wish to avoid the cost of court proceedings, you must immediately pay the overdue amount in person at any Post Office while also presenting the **enclosed** tax invoice, by credit card by telephoning 1300 760 544 or by posting to us a cheque or money order (payable to Care Park).

Should you wish to raise any matter concerning this letter, you should immediately **write to us** or email the writer at mel@pl.com.au

Kindly treat this letter as a final indication of our client's position. Our client looks forward to your payment **within 10 days**.

Yours faithfully  
PARKE LAWYERS



Melbourne | Sydney | Brisbane | Adelaide



Our reference: MEL93105744

Your reference:

01 September 2014

Level 1  
370 St Kilda Road  
Melbourne

GPO Box 66  
MELBOURNE VIC 3001

**Phone: 1300 13 1111**

**Email:** mel@pl.com.au

**Fax:** 1300 13 1555

[pl.com.au](http://pl.com.au)

Dear Sir/Madam

**Re: Care Park Pty Ltd – unpaid payment notice issued on 9/06/2013 to vehicle registered GRRRR8 at 143 Furlong Rd Sunshine**

As you are aware, we act for Care Park Pty Ltd. We previously wrote to you about the claim by our client against you in the sum of \$165.00 and note you have not taken action to resolve the matter.

The sum of \$165.00 remains unpaid and therefore our client considers it has little alternative but to issue proceedings in the Magistrates' Court of Victoria.

It is clearly in your interests to avoid the possible expense of legal proceedings.

Notwithstanding your failure to pay the payment notice after numerous demands, our client has indicated it is still willing to accept payment at this late juncture. Accordingly, we suggest you immediately send us a cheque or money order payable to Care Park Pty Ltd. Alternatively, you may utilise the payment methods outlined in our last letter to you.

**This is a final notice.** If payment is not received **within 7 days**, a complaint may be filed in the Magistrates' Court and served upon you **without further notice**. We trust that will not prove necessary.

Yours faithfully  
PARKE LAWYERS



September 11<sup>th</sup>, 2014

Parke Lawyers  
GPO Box 66  
MELBOURNE, VIC. 3001

**Without Prejudice**

**Re: Your Ref: MEL93105743, MEL93105744 & MEL93105745**

To Whom It May Concern,

I write in reply to your correspondence dated 01 September 2014, with respect to the above-mentioned reference numbers – please see copies enclosed.

I am concerned that, despite repeated correspondence to Care Park Pty Ltd, you continue to waste our time with these ridiculous matters. Accordingly, we now formally put you On Notice of the following facts:

1. Neither myself nor Virgin Investments Pty Ltd entered into any contract or agreement with Care Park Pty Ltd at any point in time.
2. Neither myself nor Virgin Investments Pty Ltd owe Care Park Pty Ltd anything.

Now, in light of the above information and in light of your client's insistence on wasting our time, as well as valuable earth resources on these ridiculous letters, we now inform you that we will not be paying you or your client a single cent.

We urge you to take this matter to court - as you threaten to do - where the previous rulings in the matters of **Vico v Car Park Pty Ltd (Civil Claims) [2014] VCAT 565 (2 May 2014)** and **Director of Consumer Affairs Victoria v Parking Patrols Vic Pty Ltd & Anor [2012] VSC 137 (13 April 2012)** will be tendered in our defence. Our lawyers will be more than happy to make an application for costs against you and a copy of this correspondence shall be tendered to the court in the question of costs.

A copy of this correspondence shall be uploaded to various websites and Facebook Groups to prove to people how easy it is to challenge ANY "fine" that is ever issued by your client, Care Park Pty Ltd.

The ONLY way to avoid this is to provide us with written confirmation, within 7 days, that this matter has been settled, finalized and closed and that no further action shall be taken.

I urge you to stop wasting our time, inform your client that they are desperately close to losing their entire business and, if they continue sending out threatening letters – or requesting that you send out threatening letters on their behalf – then they will very quickly find that they have pissed off the wrong people and will pay for doing so by obliging us to do whatever we need to, to shut them down.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Mike Palmer', written over a horizontal line.

**Mike Palmer**  
**Director**

Our reference: Mr Helas  
MEL93105744; MEL93105743; MEL93105745  
Your reference:

ABN 68 123 218 048

18 September 2014

Level 1  
370 St Kilda Road  
Melbourne

GPO Box 66  
MELBOURNE VIC 3001

**Phone: 1300 13 1111**

**Email:** mel@pl.com.au

**Fax:** 1300 13 1555

[pl.com.au](http://pl.com.au)

Dear Mr Palmer

Re: Care Park Pty Ltd – unpaid payment notices issued to vehicle registered GRRRR8  
at 143 Furlong Rd, Sunshine

We refer to your correspondence dated 11 September 2014.

The payment notices represent civil claims for liquidated damages resulting from various breaches of contract and our client has legitimate contractual rights to recover the outstanding amounts from your company in the absence of facts to the contrary. As our client has no record of receiving your previous correspondence, it was not in a position to consider the matters you have put to our attention. You have also indicated an intention to upload your correspondence to the internet, which may in part reasonably be mistaken as communicating legal advice without having such capacity. You may therefore wish to reconsider your position on this point.

The case of *Vico v Care Park Pty Ltd* (Civil Claims) [2014] VCAT 565 was decided upon a particular set of facts and evidence put before the tribunal not present in this matter and it therefore has limited application to unrelated claims in respect of payment notices. As to the case of *Director of Consumer Affairs Victoria v Parking Patrols Vic Pty Ltd & Anor* [2012] VSC (13 April 2012), it concerned the business practices of a company that has no relationship with our client whose conduct bears no resemblance to that of the defendant. We therefore reject your reliance on these cases.

Our client is willing to accept your company's denial of vicarious liability for the actions of its employee or agent upon receipt of a statutory declaration from an authorised representative nominating the name and address of the alleged driver. A statutory declaration form is **enclosed** for your attention.

Alternatively, our client shall accept the full amount of its claim in satisfaction of same by close of business **25 September 2014**.

We look forward to receiving a statutory declaration or payment by the due date.

Yours faithfully  
PARKE LAWYERS

September 22<sup>nd</sup>, 2014

Att: Con Helas  
Parke Lawyers  
GPO Box 66  
MELBOURNE, VIC. 3001

**Without Prejudice**

**Re: Your Ref: MEL93105743, MEL93105744 & MEL93105745**

Dear Con,

Yes, it wasn't very hard to find out who you were, despite the fact that you insist on signing off as "PARKE LAWYERS" – and, yes, I know its "standard industry practice" but you really should read the High Court ruling in the matter of Halford v Price. I can certainly see why you wouldn't want to personally put your name to your latest piece of garbage though – seriously, what were you thinking???

Anyway, not that your correspondence of 18 September 2014 even deserves a reply, however, I shall, take time out of my busy schedule to educate you – you can thank me later.

You state that "payment notices" were issued due to a breach of contract, however, one would hope that, as a liar-for-hire specializing in "debt collection" you would understand the elements required for a legally binding contract. Those are, of course, "*Offer and Acceptance*", "*Intent to create legal relations*", "*Valuable Consideration*", "*Legal Capacity* and "*Consent*".

At no stage, have either myself or Virgin Investments Pty Ltd, consented to your client's purported contract. Virgin Investments Pty Ltd does not have the legal capacity to create a "meeting of the minds", being an essential element of any contract. Neither myself nor Virgin Investments Pty Ltd have accepted any offer from your client and so your client has absolutely no legal claim what-so-ever.

I certainly appreciate your offer to reconsider my position regarding uploading copies of all correspondence to the internet but, as the 7 days afforded to you have now expired without the appropriate reply, I shall now do exactly as I said I would and upload those documents. Please let me know if you would like me to provide you with links to the various websites and Facebook groups that they have been uploaded to.

I must say, that I am somewhat bemused by your suggestion that uploading copies of our correspondence may somehow constitute “communicating legal advice without having such capacity” – as you know very well that there is, of course, no such thing. The closest you could come to that is “charging for legal advice when not qualified to do so” and I am certainly not doing that.

Finally, I’m not even going to bother to respond to your absurd claims that the matter of Vico v Care Park Pty Ltd (Civil Claims) [2014] VCAT 565 is somehow “different” to your client’s claim against our company when the particulars of the claim are exactly the same.

In any event, your continued pursuit of this matter leaves me no choice but to now make it my personal mission to bring about an end to your client’s business. I shall expose their illegal practices at every opportunity and I again encourage you to please go through with your threats to take this matter to court so that we can set another landmark example and have it reported in the media to bring further attention to you and your clients untenable position in regards to these insidious “payment notice” practices.

Yours sincerely,



Mike Palmer  
**Director**

Our reference: Mr Helas  
MEL93105744; MEL93105743; MEL93105745  
Your reference:

26 September 2014

Level 1  
370 St Kilda Road  
Melbourne

GPO Box 66  
MELBOURNE VIC 3001

Phone: 1300 13 1111

Email: mel@pl.com.au

Fax: 1300 13 1555

pl.com.au

Dear Mr Palmer

Re: Care Park Pty Ltd – unpaid payment notices issued to vehicle registered GRRRR8  
at 143 Furlong Rd, Sunshine

We refer to your correspondence dated 22 September 2014.

Your inflammatory allegations impinging the writer's integrity is robustly rejected and your painstaking attempt to link immaterial cases to this matter is questionable. *Halford v Price* [1960] 105 CLR 23 concerned insurance coverage for a breach of professional duty by a sole practitioner before he joined a partnership and you give no account of factual similarities between the payment notice issued to the driver in *Vico v Care Park Pty Ltd* (Civil Claims) [2014] VCAT 565. We again reject your reliance on cases that are irrelevant to these payment notices.

We would have to give serious consideration to reporting you to the Legal Services Board for investigation if you proceed with publishing correspondence between the parties on the internet. You are not a legal practitioner and using this forum to compensate for that fact is embarrassing. You should consider obtaining legal advice from a qualified legal practitioner before commenting further on the subject. Section 2.2.2 of the *Legal Profession Act 2004* (Vic) prohibits a person from engaging in legal practice unless the person holds a current practising certificate. Your correspondence is clearly legal in character if you carry out your intention to publish it on the internet; see the "legal services" definition of the *Professional Conduct and Practice Rules 2005* (Vic).

We also query the extent of your knowledge on the factual matrix if you or another agent of your company did not enter into a contract with our client. Your dramatic description of contract formation does not address the question of vicarious liability. In the absence of verifying facts to the contrary, our client maintains that your company is vicariously liable for the actions of its driver and responsible for payment in respect of the payment notices.

Yours faithfully  
PARKE LAWYERS



October 2<sup>nd</sup>, 2014

Att: Con Helas  
Parke Lawyers  
GPO Box 66  
MELBOURNE, VIC. 3001

**Without Prejudice**

**Re: Your Ref: MEL93105743, MEL93105744 & MEL93105745**

Dear Con,

I write in relation to your latest misguided missive regarding your client – Care Park Pty Ltd– and their illegal and void “payment notices”. Whilst I am glad to see that you have finally dropped the baseless threats to take us to court, there are a number of other issues raised in your correspondence of 26 September 2014 that clearly need addressing.

I must say, from the outset, that I am concerned that someone who is unable to comprehend basic legal principles – that would be **you** – is given a licence to “practice” law and yet someone like me, who clearly understands the law better than you – or at least in respect of this matter – is accused, by you, of “engaging in legal practice without a licence”. I assure you that I would never stoop so low as to ever “practice” law – I don’t practice things, I get them right!

In any event, I’m sorry to hear that you feel I was “impinging your integrity”, perhaps you would like me to impinge your English skills instead. Just so you know, it is “Your inflammatory allegations .... ARE robustly rejected” – not “is”. “Allegations” are plural, “is”, is singular. You can thank me for the English lesson later and even make a donation if you feel so inclined.

Having said that, for the benefit of the people now following these communiqués on-line, we don’t really know whose integrity I was impinging because, once again, you have failed to put your name to your correspondence.

I am unsure as to why, despite me clearly identifying you in my previous letter, you still gutlessly refuse to put your name to any correspondence. Is that because you know that your correspondence is all predicated on a lie, that you are not prepared to stand behind and, ultimately, that you are personally liable for, if you sign your name to it?

Hmm...I think I might be onto something there.

But, I digress – let's get back to the matter of *Halford v Price [1960] HCA 38; (1960) 105 CLR 23 (28 June 1960)* – yes, I can put the full reference in too. Anyway, at no stage did I ever suggest that case had anything to do with your client's illegal and void "payment notices". If you go back to my letter of 22 September 2014, you will note that I referred to the Halford v Price case in respect of you signing off as "PARKE LAWYERS" instead of manning up and putting your name to your correspondence – which you still refuse to do.

The point of the reference to the Halford v Price case was to make it clear that case determined that a law firm is not a legal entity and therefore, you cannot legally "sign off" as PARKE LAWYERS. So, if you were to continue with your baseless threats to take this matter to court – which I still urge you to do but note that you have wisely backed away from – then I would challenge the validity of any paperwork submitted, as I have done in numerous Supreme Court, Supreme Court - Court of Appeal and High Court cases previously, and, you would be forced to put your name and signature to any document, thus making you **personally** liable for any false, frivolous or vexatious claim against me or my company.

I trust that clarifies my position on the reference and inclusion of that case for you.

Amusingly, your letter goes on to correctly state that I am not a legal practitioner, nor would I ever want to be – as I said earlier, I don't "practice" things, I get them right. Your letter then suggests that "using this forum" – I can only assume you mean the internet – "to compensate for that fact is embarrassing." Now, whilst I certainly don't have anything to "compensate" for, I can definitely see how posting these letters up on-line is embarrassing for you and your client!

Interestingly, you then go on to refer to *Section 2.2.2 of the Legal Profession Act 2004 (Vic)*, which I have read, and it refers to the fact that "A person must not engage in legal practice in this jurisdiction unless the person is an Australian legal practitioner." First and foremost, I am not a "person", I am a living breathing, man – I don't really expect you to understand the distinction but I highly recommend that you look it up and challenge everything you have been deceived into believing in your life so far. I doubt that you're wise or brave enough to look into that though – but happy to be proven wrong.

Secondly, when I looked up the definition of “engage in legal practice”, the only entry was ““engage in legal practice" includes practise law”. However, when you look up “Practise law”, there is no definition.

Maybe the “powers that be” don’t want lawyers to know that they will only ever keep practicing and will never actually get it right. In any event, as I have now stated numerous times throughout this correspondence, I do not “practice” or even “practise” law at all and have never claimed that I do – I leave the making of baseless claims in your capable hands.

Accordingly, your suggestion that this legislation has any relevance to me is entirely unfounded. In fact, if you look at the very start of the Act, you will see that purpose of the Act is simply to “improve the regulation of the legal profession” – which has absolutely nothing to do with me as I’m not part of the legal profession – and “to repeal the Legal Practice Act 1996” – which, once again, has absolutely nothing to do with me because I don’t come under it.

Please, by all means, feel free to report me to the Legal Services Board. That Board also has absolutely **no** power over me what-so-ever and this is clearly, yet another, ridiculous and baseless bluff on your part and shows everyone reading this how utterly desperate you are to protect yourself and your client.

The problem for you and your client now is that all of these documents are in the public domain – none of them were marked “private and confidential” or “Without Prejudice” – oops, that might have been more useful than trying to unsuccessfully suppress your name and hide behind your law firm. As a result, I believe, and hope, that your business, and that of your client, Care Park Pty Ltd, will all but be destroyed. The beauty is that I didn’t even have to do anything to achieve that, you jumped in there with shovel, Bobcat and even bulldozer and dug yourselves a hole so deep that I’m confident none of you will ever crawl out of.

And, as if all of the above wasn’t bad enough, to really drive the nail into the coffin once and for all, and to show everyone reading this what a truly desperate and misguided moron I believe you really are, your reference to the *Professional Conduct and Practice Rules 2005 (Vic)*, clearly states, at point 2 of the Introduction that, “These rules apply to all regulated practitioners of Law Institute of Victoria Limited.” So, once again, they have absolutely nothing to do with me. I won’t even bother addressing your point about “legal services” because A) they fall under “rules” – not law, mind you – that have no bearing on me what-so-ever and, B) they reference actual legal practices (as in law firms) which I am, again, not part of.

Finally – and I really don’t know whether to laugh or cry at this point – your reference to “vicarious liability” is, once again - and, not surprisingly to readers who have made it this far – completely irrelevant.

The concept of vicarious liability refers to the notion of strict liability being established by way of one entity taking responsibility for another entity by way of some relationship between those entities – often-times an employee/employer relationship, which is what I understand that you are trying to claim.

Accordingly, in this instance, to claim vicarious liability, you would have to prove that the man or woman (a “person” has no body, arms, legs etc with which to operate a vehicle) who entered the car park on the dates in question was actually employed by our company.

Oh, but hang on, you can’t do that because I wasn’t stupid enough – unlike some people – to sign your ridiculous “Statutory Declaration”. Seriously, how ignorant do you think I am? Yes, I know we often look at others as we look at ourselves but sometimes, Con, it really is best not to.

So, you can “maintain” whatever you like but I think I have made the facts of this matter more than abundantly clear and neither you, nor your client, have a legal leg to stand on in respect of this matter.

Sadly, I note that this correspondence must now come to an end because I know that not even you, Con, would be stupid enough to reply to this letter because, if you did, the resultant hole that you would dig for yourself, your law firm and Care Park Pty Ltd would simply be unmanageable.

To be fair, it has been entertaining and, as such, I would like to offer you a “way out” whilst you still have some personal dignity left and whilst your client, Care Park Pty Ltd, has some semblance of a business remaining. Hmm....there’s a thought - what if Care Park Pty Ltd got wind of these letters, that I’m sure you’re charging them for, and realised that your belligerence and stubbornness cost them their business. Maybe they could sue you – now THAT would be an interesting case!!!

In any event, if, within 14 days, you provide me with an unreserved apology for your ridiculous correspondence to date and confirm, in writing, that no further action shall be taken in respect of this matter, then I shall agree to remove the documents that have so far been uploaded to the internet and shall agree not to upload future documents.

Having said that, social media is a crazy thing and when things go viral, they really do take on a life of their own and I cannot be held personally responsible for what others have chosen to copy or download themselves and then pass on. So, I would certainly recommend providing me with what I have very reasonably requested above, in a most timely manner.

Tick tock! Tick tock! Tick tock!

Yours sincerely,

Mike Palmer  
**Director**