

3QZ06221: Hearing date 25th Nov 2013

Adrian Kennard
43 Fletcher Gardens
BRACKNELL
RG42 1FJ

10th Sep 2013

Reading County Court
Claim 3QZ06221
Adrian Kennard vs Deane Computer Solutions Ltd

Documents to be relied on at the hearing, and key points of this case.

This matter relates to the The Privacy and Electronic Communications (EC Directive) Regulations 2003 ("The regulations");

1. I am a living individual, my name is Adrian Kennard, I live at 43 Fletcher Gardens, BRACKNELL. I meet the definition of "individual" as per section 2 of the regulations [5].
2. Dedicated Programmes are a company who provide electronic communications services to the public, and as such meet the definition of a provider of "public electronic communications service" as per section 2 of the regulations. This can be seen from the main Dedicated Programmes web site but they have also been kind enough to furnish me with a letter confirming this fact [1].
3. I have a contract with Dedicated Programmes for the provision of email services on the email address adrian@titanic.co.uk. This is clear from the invoice [3] for such services but Dedicated Programmes have also provided a letter confirming this fact [2].
4. I am a party to that contract as an individual, as confirmed by my home address being on the invoice [3] and the contents of the letter [2] from Dedicated Programmes. As such I am an "individual subscriber" as referenced by section 22 of the regulations [6].
5. On 24th July the defendant transmitted an unsolicited marketing email [4] to the email address adrian@titanic.co.uk. This is an email transmitted to an "individual subscriber" as can be seen from the above statements.
6. I have never engaged in any sale or negotiation with the defendant or given them consent to the sending of such emails. As such it is clear that they are in breach of section 22 [6] of the regulations.
7. I am entitled to claim damages as per section 30 of the regulations. In considering this matter it is worth noting that I have had to exchange a considerable number of emails with the defendant including those where I am accused of fraud or a scam, and clear indications that the defendant has every intention of withholding information relating to his defence and abusing process to ensure the case takes as much time and cost for me as possible [7].

Attached:-

- [1] Letter from Dedicated Programmes confirming that they are a provider of public electronic communications services
- [2] Letter from Dedicated Programmes confirming I have a contract for adrian@titanic.co.uk
- [3] Invoice from Dedicated Programmes for email services on adrian@titanic.co.uk
- [4] Unsolicited marketing email from the defendant
- [5] The regulations, interpretation, defining "individual" and "subscriber"
- [6] The regulations, section 22, outlawing such emails
- [7] One of many emails from defendant during negotiations.





Dedicated Programmes Limited
Mount Pleasant Farm House
Church Lane, Elkstones, Buxton
Derbyshire. SK17 0LU

01538 303 900
07771 845 326
<http://dpnet.co.uk>
enquiries@dpnet.co.uk

9th September 2013

Dedicated Programmes Email

To whom it may concern,

As a small, limited company, Dedicated Programmes offers many services to it's customers and friends one of which is the provision of electronic mail.

We run our own servers on the Internet and can, and will, provide email to members of the public who engage us to do so. It therefore seems that we come under the definition of the "public electronic communications service" as laid down in the Communications Act 2003.

I hope that this helps to clear up any confusion.

If anyone involved would like to procure an email address from us then please do contact me using the details above.

Yours faithfully

A handwritten signature in black ink, appearing to read "S Faulkner", with a long horizontal flourish extending to the right.

Simon Faulkner
Director



Dedicated Programmes Limited
Mount Pleasant Farm House
Church Lane, Elkstones, Buxton
Derbyshire. SK17 0LU

01538 303 900
07771 845 326
<http://dpnet.co.uk>
enquiries@dpnet.co.uk

Email Address: adrian@titanic.co.uk

August 16, 2013

To whom it may concern,

The domain titanic.co.uk is owned by Simon Faulkner and has been since it was first registered back in 1996. It is managed on his behalf by Dedicated Programmes Limited who also own and operate the email servers used to provide email services for the domain and as such are the "communications service provider" for such email services.

The domain is only used to provide personal email addresses to a small number of friends and family of Mr. Faulkner and as such there are no guarantees or service level agreements in place.

We have had a contract in place with Mr. Kennard to provide the email address adrian@titanic.co.uk since the year 2000 when, in reciprocation, he let us to help test an accounting system that he was developing.

The contract is with Mr. Kennard personally and has nothing to do with his business interests, indeed the whole idea of the personal addresses was to allow us to communicate as friends outside of our respective companies.

I hope that this helps to clarify the status of the email address in question, if there are any further questions please get in touch using the details above.

Yours faithfully

A handwritten signature in black ink, appearing to be 'S Faulkner', written in a cursive style.

Simon Faulkner
Director

Sales Invoice

This invoice and receipt says how much you had to pay, when you paid, and what it was for. Any dispute must be put in writing within 14 days of issue. If you dispute part of this invoice you must pay the part you do not dispute. We charge late payment interest at the same rate as commercial debts.

dedicated
programmes

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Dedicated Programmes Ltd
Mount Pleasant Farm, Elkstones, Buxton, Derbyshire. SK17 0LU
Tel 01538 303 900 Fax 01538 303 905
accounts@dpnet.co.uk www.dpnet.co.uk

Adrian Kennard
43 Fletcher Gardens
BRACKNELL Berkshire
RG42 1FJ

Invoice N^o: I13070117D
Account N^o: A650D
Date (tax point): 2013-07-04 16:58:40
Issued: 2013-07-04 16:58:44
Paid: 2013-07-12 00:00:00

Email Account

Invoice Address

Qty	Description	Unit	Cost
1	Email Account adrian@titanic.co.uk	£1.00	£1.00

NET Total	£1.00
Standard VAT 20.00% on £1.00	£0.20
TOTAL	£1.20

BACS/CHAPS: Barclays, Leek Branch
Bank: 20-48-70 a/c: 80637270 ref A650D



Subject: Deane Computer Solutions: July 2013 Offers
From: "richard.evason@deane.co.uk" <richard.evason@deane.co.uk>
Date: 24/07/13 09:57
To: adrian@titanic.co.uk

Good Morning

Please find below a list of our current availability of Dell Outlet PCs, Precision Workstations Latitude & Precision Laptops, and Dell Monitors.

As always there are huge savings over the Dell RRP and all units come with the Dell 3 Year Onsite warranty as standard.

Should you have any requirements for kit not listed here please do not hesitate to contact either myself or one of the team.

PCs

Model	Processor	RAM	HDD	Optical Drive	Graphics	O / S	Warranty	Price	QTY
OptiPlex 3010 DT	I3-3320 (3.30GHz)	4GB	2500GB SATA	DVD-ROM	Intel On-board HD	Windows 7 Pro 32/64	Dell 3 Year NBD Onsite	£349.00	1
OptiPlex 3010 DT	I3-3240 (3.40GHz)	4GB	2500GB SATA	DVD-RW	Intel On-board HD	Windows 7 Pro 32/64	Dell 3 Year NBD Onsite	£349.00	1
OptiPlex 3010 MT	I3-3320 (3.30GHz)	4GB	500GB SATA	DVD-RW	Intel On-board HD	Windows 7 Pro 32/64	Dell 3 Year NBD Onsite	£359.00	3
OptiPlex 3010 SF	I3-3320 (3.30GHz)	4GB	250GB SATA	DVD-RW	Intel On-board HD	Windows 8 Pro 32/64	Dell 3 Year NBD Onsite	£349.00	2
OptiPlex 3010 SF	I3-3320 (3.30GHz)	4GB	500GB SATA	DVD-RW	Intel On-board HD	Windows 7 Pro 32/64	Dell 3 Year NBD Onsite	£379.00	18
OptiPlex 7010 MT	I3-3320 (3.30GHz)	4GB	250GB SATA	N/A	Intel On-board HD	Windows 7 Pro 32/64	Dell 3 Year NBD Onsite	£379.00	5
OptiPlex 3010 MT	I5-3470 (3.20GHz)	4GB	500GB SATA	DVD-RW	Intel On-board HD	Windows 7 Pro 32/64	Dell 3 Year NBD Onsite	£419.00	2
OptiPlex 3010 SF	I5-3470 (3.20GHz)	4GB	500GB SATA	DVD-RW	Intel On-board HD	Windows 7 Pro 32/64	Dell 3 Year NBD Onsite	£419.00	1
OptiPlex 3010 SF	I5-3470 (3.20GHz)	4GB	250GB SATA	DVD-ROM	Intel On-board HD	Windows 7 Pro 32/64	Dell 3 Year NBD Onsite	£409.00	1
OptiPlex 7010 SF	I5-3470 (3.20GHz)	4GB	250GB SATA	DVD-ROM	Intel On-board HD	Windows 7 Pro 32/64	Dell 3 Year NBD Onsite	£419.00	9
OptiPlex 7010 SF	I5-3470 (3.20GHz)	4GB	250GB SATA	DVD-RW	Intel On-board HD	Windows 7 Pro 32/64	Dell 3 Year NBD Onsite	£439.00	2
OptiPlex 7010 SF	I5-3570 (3.40GHz)	4GB	250GB SATA	DVD-RW	1GB HD7470	Windows 7 Pro 32/64	Dell 3 Year NBD Onsite	£449.00	191
OptiPlex 9010 SF	I5-3470 (3.20GHz)	4GB	128GB SSD	DVD-RW	Intel On-board HD	Windows 7 Pro 32/64	Dell 3 Year NBD Onsite	£439.00	5
OptiPlex 7010 MT	I7-3770 (3.40GHz)	8GB	500GB SATA	DVD-RW	Intel On-board HD	Windows 7 Pro 32/64	Dell 3 Year NBD Onsite	£569.00	2
OptiPlex 7010 MT	I7-3770 (3.40GHz)	16GB	500GB SATA	DVD-RW	1GB HD7470	Windows 8 Pro 32/64	Dell 3 Year NBD Onsite	£619.00	1
OptiPlex 7010 DT	I7-3770 (3.40GHz)	8GB	250GB SATA	DVD-RW	1GB HD7470	Windows 7 Pro 32/64	Dell 3 Year NBD Onsite	£589.00	1

Power Workstations

<p>Dell Outlet Precision T1650 Workstation Intel Xeon E3-1225 (Quad Core, 3.20GHz Turbo, 8MB) Processor 32GB Dual Channel 1600MHz DDR3 SDRAM (4 DIMMs) 256GB Solid State Hard Drive 16X DVD ROM Drive Integrated HD Graphics Accelerator Dell USB 3 Button Scroll Mouse< Dell USB QWERTY Keyboard in Black UK/Irish Power Cord With Docs English Windows 7 Professional 32/64Bit Dell 3 Year next Business Day Onsite Warranty</p> <p>Dell RRP £1657.00 Ex VAT Deane Price £979.00 Ex VAT Saving £678.00 Ex VAT</p>	<p>Dell Outlet Precision T3600 Workstation Intel Xeon E5-1650 (Six Core, 3.20GHz Turbo, 12MB) Processor 16GB Memory (4x4GB) 1600MHz DDR3 ECC RDIMM 2 TB 3.5inch SATA Hard Drive (7200RPM) 1 GB NVIDIA Quadro 4000 Graphics 8X DVD RW Drive Dell USB 3 Button Scroll Mouse Dell USB QWERTY Keyboard in Black UK/Irish Power Cord With Docs English Windows 7 Professional 32/64Bit Dell 3 Year next Business Day Onsite Warranty</p> <p>Dell RRP £2606.00 Ex VAT Deane Price £1595.00 Ex VAT Saving £1011.00 Ex VAT</p>	<p>Dell Outlet Precision T5600 Intel Xeon E5-2620 (Six Core, 2 Turbo, 15MB) Processor 32GB Memory (4x8GB) 1600MHz RDIMM 256 GB Mobility Solid State Drive 1 GB NVIDIA Quadro 2000 Graphics 8X DVD RW Drive Dell USB 3 Button Scroll Mouse Dell USB QWERTY Keyboard in Black UK/Irish Power Cord With Docs English Windows 7 Professional 32/64Bit Dell 3 Year next Business Day Onsite Warranty</p> <p>Dell RRP £5964.00 Ex VAT Deane Price £2395.00 Ex VAT Saving £3569.00 Ex VAT</p>
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Laptops

Model	Processor	RAM	HDD	Optical Drive	Graphics	Screen	O / S	Warranty	Price	QTY
Latitude E6230	I5-3320M (2.60GHz)	4GB	500GB SATA	N/A	Intel On-board HD	12.5" 1366x768	Win 7 Pro 32/64 Bit	Dell 3 Year NBD Onsite	£599.00	1
Latitude E6230	I5-3320M (2.60GHz)	4GB	128GB SSD	N/A	Intel On-board HD	12.5" 1366x768	Win 7 Pro 32/64 Bit	Dell 3 Year NBD Onsite	£619.00	1
Latitude E6230	I5-3320M (2.60GHz)	8GB	128GB SSD	N/A	Intel On-board HD	12.5" 1366x768	Win 7 Pro 32/64 Bit	Dell 3 Year NBD Onsite	£639.00	1
Latitude E6230	I7-3520M (2.90GHz)	8GB	256GB SSD	N/A	Intel On-board HD	12.5" 1366x768	Win 7 Pro 32/64 Bit	Dell 3 Year NBD Onsite	£839.00	1
Latitude E5420	I5-2520M (2.50GHz)	4GB	250GB SATA	N/A	Intel On-board HD	14" 1366x768	Win 7 Pro 32/64 Bit	Dell 3 Year NBD Onsite	£479.00	1
Latitude E5430	I5-3320M (2.60GHz)	4GB	500GB SATA	DVD-RW	Intel On-board HD	14" 1366x768	Win 7 Pro 32/64 Bit	Dell 3 Year NBD Onsite	£499.00	3
Latitude E5430	I5-3320M (2.60GHz)	8GB	500GB SATA	DVD-RW	Intel On-board HD	14" 1366x768	Win 7 Pro 32/64 Bit	Dell 3 Year NBD Onsite	£509.00	48
Latitude E5430	I5-3320M (2.60GHz)	4GB	128GB SSD	DVD-RW	Intel On-board HD	14" 1366x768	Win 7 Pro 32/64 Bit	Dell 3 Year NBD Onsite	£569.00	1
Latitude E6430	I5-3320M (2.60GHz)	4GB	320GB SATA (Encrypted)	DVD-ROM	Intel On-board HD	14" 1600x900	Win 7 Pro 32/64 Bit	Dell 3 Year NBD Onsite	£629.00	9
Latitude E6430	I5-3340M (2.70GHz)	4GB	500GB SATA	DVD-RW	Intel On-board HD	14" 1600x900	Win 7 Pro 32/64 Bit	Dell 3 Year NBD Onsite	£609.00	1
Latitude E6430	I5-3320M (2.60GHz)	8GB	500GB SATA	DVD-RW	Intel On-board HD	14" 1600x900	Win 7 Pro 32/64 Bit	Dell 3 Year NBD Onsite	£629.00	1

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Latitude E6430	i5-3320M (2.60GHz)	4GB	256GB SSD	DVD-RW	Intel On-board HD	14" 1600x900	Win 7 Pro 32/64 Bit	Dell 3 Year NBD Onsite	£789.00	1
Latitude E6430	i7-3720QM (2.60GHz)	4GB	500GB SATA	DVD-RW	1GB NVIDIA 5200M	14" 1600x900	Win 7 Pro 32/64 Bit	Dell 3 Year NBD Onsite	£799.00	4
Latitude E6430	i7-3720QM (2.60GHz)	8GB	500GB SATA	DVD-RW	1GB NVIDIA 5200M	14" 1600x900	Win 7 Pro 32/64 Bit	Dell 3 Year NBD Onsite	£799.00	4
Latitude E6430	i7-3520M (2.90GHz)	8GB	256GB SSD	DVD-RW	Intel On-board HD	14" 1366x768	Win 7 Pro 32/64 Bit	Dell 3 Year NBD Onsite	£889.00	1
Latitude E5530	i5-3320M (2.60GHz)	4GB	320GB SATA	DVD-RW	Intel On-board HD	15.6" 1366x768	Win 7 Pro 32/64 Bit	Dell 3 Year NBD Onsite	£509.00	2
Latitude E5530	i5-3320M (2.60GHz)	4GB	500GB SATA	DVD-RW	Intel On-board HD	15.6" 1920x1080	Win 7 Pro 32/64 Bit	Dell 3 Year NBD Onsite	£549.00	2
Latitude E5530	i7-3540M (3.00GHz)	8GB	500GB SATA	DVD-RW	Intel On-board HD	15.6" 1920x1080	Win 7 Pro 32/64 Bit	Dell 3 Year NBD Onsite	£619.00	1
Latitude E6530	i5-3220M (2.60GHz)	4GB	320GB SATA	DVD-RW	Intel On-board HD	15.6" 1600x900	Win 7 Pro 32/64 Bit	Dell 3 Year NBD Onsite	£649.00	1
Latitude E6530	i7-3630QM (2.40GHz)	4GB	256GB SSD	DVD-RW	1GB NVIDIA 5200M	15.6" 1920x1080	Win 7 Pro 32/64 Bit	Dell 3 Year NBD Onsite	£949.00	1
XPS 12	i5-3317U (1.70GHz)	4GB	128GB SSD	N/A	Intel On-board HD	12.5" 1920x1080	Win 8 Pro 32/64 Bit	Dell 1 Year NBD Onsite	£689.00	11
XPS 13	i5-3317U (1.70GHz)	4GB	128GB SSD	N/A	Intel On-board HD	12.5" 1366x768	Win 7 Pro 32/64 Bit	Dell 1 Year NBD Onsite	£599.00	3
HP 6460b	i5-2520M (2.50GHz)	4GB	250GB SATA	DVD-RW	Intel On-board HD	14" 1366x768	Win 7 Pro 32/64 Bit	2.5 Year HP NBD Onsite	£439.00	6

Precision Laptops

Dell Outlet Precision M4700 Laptop

Intel Core i7-3720M (2.90GHz, 4M cache)
 16GB Dual Channel DDR3 1600MHz Memory (2 DIMMs)
 128 GB Mobility Solid State Drive
 15.6in UltraSharp FHD(1920x1080) Wide View Anti-Glare
 Integrated 1.0 Mega Pixel Camera with Microphone
 1GB AMD FirePro M4000 Mobility Pro Graphics
 8X DVD+/-RW Tray Load Drive
 Dell Wireless 1504 (802.11 b/g/n 1x1) Half Mini Card
 Dell Wireless 380 Bluetooth Card
 Windows 7 Professional SP1 (64 Bit)
 Dell 3 Year next Business Day Onsite Warranty

Dell RRP: £1,494.00+VAT

Deane Price: £949.00+VAT

Saving: £545.00+VAT

Accessories

Microsoft Office 2013 Home and Business PKC (Word, Excel, PowerPoint, Outlook, OneNote) £169.00 + VAT

NEW Dell Latitude 'E Series' Simple E-Port (Port Replicator) Inc A/C Adapter - £79.00 + VAT

NEW Dell Latitude 'E Series' Advanced E-Port (Port Replicator) Inc A/C Adapter: - £89.00 + VAT

Screens

Dell Professional P1913 19" (48cm) LED monitor VGA,DVI-D,DP (1440x900) Black, Dell 3 Year Premium Panel Replacement Warranty	£130.00 + VAT
Dell Professional P1913 19" (48cm) LED monitor VGA,DVI-D,DP (1440x900) Black, 1 Year Return to Base Warranty	£89.00 + VAT
Dell Professional P2212H 54.5cm (21.5") LED monitor VGA,DVI-D (1920x1080) Black, Dell 3 Year Premium Panel Replacement Warranty	£129.00 + VAT
Dell Professional P2412H 61cm (24") LED monitor VGA,DVI-D (1920x1080) Black, Dell 3 Year Premium Panel Replacement Warranty	£149.00 + VAT
Dell Ultra-Sharp U2412M 24" (61cm) monitor VGA,DVI-DP (1920x1200) Black, Dell 3 Year Premium Panel Replacement Warranty	£199.00 + VAT
Dell Ultra-Sharp U2711B 27" (69cm) monitor VGA,DVI-DP (2560X1440) Black, 1 Year Return to Base Warranty	£389.00 + VAT
Dell Ultra-Sharp U3011 27" (75.6cm) monitor VGA,DVI-DP (2560X1600) Black, 1 Year Return to Base Warranty	£599.00 + VAT

We look forward to hearing from you.

Kind Regards

Deane Computer Solutions

Sales: +44 (0)1305 215 735 **Technical:** +441305 215 736 **Finance:** +44 (0)1305 215 737

Address: Deane Computer Solutions Limited, Poundbury House, Dorchester, Dorset, DT1 3AR, United Kingdom.

Registration Number: 6227177 (England)

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The Privacy and Electronic Communications (EC Directive) Regulations 2003

2003 No. 2426 Regulation 2

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Interpretation

2.—(1) In these Regulations—

“bill” includes an invoice, account, statement or other document of similar character and “billing” shall be construed accordingly;

“call” means a connection established by means of a telephone service available to the public allowing two-way communication in real time;

“communication” means any information exchanged or conveyed between a finite number of parties by means of a public electronic communications service, but does not include information conveyed as part of a programme service, except to the extent that such information can be related to the identifiable subscriber or user receiving the information;

“communications provider” has the meaning given by section 405 of the Communications Act 2003(1);

“corporate subscriber” means a subscriber who is—

- (a) a company within the meaning of section 735(1) of the Companies Act 1985(2);
- (b) a company incorporated in pursuance of a royal charter or letters patent;
- (c) a partnership in Scotland;
- (d) a corporation sole; or
- (e) any other body corporate or entity which is a legal person distinct from its members;

“the Directive” means Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002

concerning the processing of personal data and the protection of privacy in the electronic communications sector (Directive on privacy and electronic communications)(3);

“electronic communications network” has the meaning given by section 32 of the Communications Act 2003(4);

“electronic communications service” has the meaning given by section 32 of the Communications Act 2003;

“electronic mail” means any text, voice, sound or image message sent over a public electronic communications network which can be stored in the network or in the recipient’s terminal equipment until it is collected by the recipient and includes messages sent using a short message service;

“enactment” includes an enactment comprised in, or in an instrument made under, an Act of the Scottish Parliament;

“individual” means a living individual and includes an unincorporated body of such individuals;

“the Information Commissioner” and “the Commissioner” both mean the Commissioner appointed under section 6 of the Data Protection Act 1998(5);

“information society service” has the meaning given in regulation 2(1) of the Electronic Commerce (EC Directive) Regulations 2002(6);

“location data” means any data processed in an electronic communications network indicating the geographical position of the terminal equipment of a user of a public electronic communications service, including data relating to—

- (f) the latitude, longitude or altitude of the terminal equipment;
- (g) the direction of travel of the user; or
- (h) the time the location information was recorded;

“OFCOM” means the Office of Communications as established by section 1 of the Office of Communications Act 2002(7);

“programme service” has the meaning given in section 201 of the Broadcasting Act 1990(8);

“public communications provider” means a provider of a public electronic communications network or a public electronic communications service;

“public electronic communications network” has the meaning given in section 151 of the Communications Act 2003(9);

“public electronic communications service” has the meaning given in section 151 of the Communications Act 2003;

“subscriber” means a person who is a party to a contract with a provider of public electronic communications services for the supply of such services;

“traffic data” means any data processed for the purpose of the conveyance of a communication on an electronic communications network or for the billing in respect of that communication and includes data relating to the routing, duration or time of a communication;

“user” means any individual using a public electronic communications service; and

“value added service” means any service which requires the processing of traffic data or location data beyond that which is necessary for the transmission of a communication or the billing in respect of that communication.

(2) Expressions used in these Regulations that are not defined in paragraph (1) and are defined in the Data Protection Act 1998 shall have the same meaning as in that Act.

(3) Expressions used in these Regulations that are not defined in paragraph (1) or the Data Protection Act 1998 and are defined in the Directive shall have the same meaning as in the Directive.

(4) Any reference in these Regulations to a line shall, without prejudice to paragraph (3), be construed as including a reference to anything that performs the function of a line, and “connected”, in relation to a line, is to be construed

Sb

accordingly.

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- (1) [2003 c. 21](#); for the commencement of section 405, see section 411(2) and (3) of the same Act.
 - (2) [1985 c. 6](#).
 - (3) [OJ No L 201, 31.07.02, p. 37](#).
 - (4) For the commencement of section 32, see article 2(1) of [S.I. 2003/1900 \(C. 77\)](#).
 - (5) [1998 c. 29](#); section 6 was amended by section 18(4) of and paragraph 13(1) and (2) of Part 1 of Schedule 2 to the Freedom of Information Act 2000 ([c. 36](#)).
 - (6) [S.I. 2002/2013](#).
 - (7) [2002 c. 11](#).
 - (8) [1990 c. 42](#); section 201 was amended by section 148(1) of and paragraph 11 of Schedule 10 to the Broadcasting Act 1996 ([c. 55](#)).
 - (9) For the commencement of section 151, see article 2(1) of [S.I. 2003/1900 \(C. 77\)](#).

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The Privacy and Electronic Communications (EC Directive) Regulations 2003

2003 No. 2426 Regulation 22

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Use of electronic mail for direct marketing purposes

22.—(1) This regulation applies to the transmission of unsolicited communications by means of electronic mail to individual subscribers.

(2) Except in the circumstances referred to in paragraph (3), a person shall neither transmit, nor instigate the transmission of, unsolicited communications for the purposes of direct marketing by means of electronic mail unless the recipient of the electronic mail has previously notified the sender that he consents for the time being to such communications being sent by, or at the instigation of, the sender.

(3) A person may send or instigate the sending of electronic mail for the purposes of direct marketing where—

- that person has obtained the contact details of the recipient of that electronic mail in the course of the sale or negotiations for the sale of a product or service to that recipient;
- the direct marketing is in respect of that person's similar products and services only; and
- the recipient has been given a simple means of refusing (free of charge except for the costs of the transmission of the refusal) the use of his contact details for the purposes of such direct marketing, at the time that the details were initially collected, and, where he did not initially refuse the use of the details, at the time of each subsequent communication.

(4) A subscriber shall not permit his line to be used in contravention of paragraph (2).

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Subject: Deane Computer Solutions: July 2013 Offers
From: Darren Scott <darrenscott@deane247.com>
Date: 29/07/13 08:38
To: "'adrian@titanic.co.uk'" <adrian@titanic.co.uk>

Mr Kennard,

I have really tried to be patient with you.

I had hoped:

- you would file a claim
- we would request the listing be held in a court near us
- you would have to travel to weymouth
- the court in the first session would allow 30 mins
- you would rock up and present your claim and base it on past success, and your interpretation of regulations
- the judge would state that given the back ground reading the case would have to be adjourned
- you would have to travel to Weymouth again
- you would argue the case again, we would then present a defence.
- You would loose on one very key fact which you and others over look
- We get awarded costs. (£275 + VAT an hour for our lawyer)
- We would ask the judge to challenge previous instances where you have extorted monies from individuals and companies.

We would then go to the online fraud website and submit an overview of what has happened, your self-declared previous successes, point to the verdict of the court and make a complaint

I had hoped this would happened because you incur maximum costs, why, simply because of your approach and conduct during this matter.

If you are serious, get qualified representation. The UK legal system deserves better respect than you give it. Judges, barristers and lawyers are qualified to consider this matter, you sir do not appear to be. Whilst I fully support every man's right to have his day in court, I do believe they have better things to do than have their time wasted addressing, ill-conceived cases.

If however you would like me to explain the reasons why you do not have a case, cover the costs of my solicitor writing to you and I will happily engage them to do so.

With this in mind, please do one of the following:

- Pay the fees, and start claim proceedings
- Get representation
- Agree to cover the cost of our solicitor, writing to you.

Regards

Darren Scott
Managing Director

Mobile: +44 (0)777 618 3576 **DDI:** +44 (0)1305 215 700 **Fax:** +44 (0)1305 250 506
Sales: +44 (0)1305 215 735 **Technical:** +441305 215 736 **Finance:** +44 (0)1305 215 737

Address: Deane Computer Solutions Limited, Poundbury House, Dorchester, Dorset, DT1 3AR, United Kingdom.

Registration Number: 6227177 (England)

This message should be regarded as confidential.

If you have received this email in error please notify the sender and destroy it immediately.

Statements of intent shall only become binding when confirmed in hard copy by an authorised signatory

-----Original Message-----

From: Adrian Kennard [mailto:a@k.gg]

Sent: 28 July 2013 20:26

To: Darren Scott

Cc: adrian@titanic.co.uk

Subject: Re: Deane Computer Solutions: July 2013 Offers

On 2013-07-28 20:01, Darren Scott wrote:

> Mr Kennard,

>

> The points of disagreement are clear, you believe we were in breach,

> we do not.

No, the points are not clear.

I have stated very clearly why you are in breach with detailed reference to the sections of the regulations.

You have not given one reason why you consider that you are not.

> Given that your scam is not lawful, I have no issue with how our

> stance may be considered by the court.

This is not a scam, it is my legal right as per section 30 of the regulations.

The regulations are clear that your actions are unlawful unless you meet some specific points, such as consent, or obtaining the email by sale or negotiation, etc.

These are all things which you could back up - you could provide details of when and how you believe consent was given, or when and how my email address was obtained through sale or negotiation where I had a chance to opt-out.

You have failed to do so.

You have not provided one statement or fact or claim even that backs up your assertion that you are not in breach of the regulations. Why?

> This will be my last response to your emails as I have a business to run.

In which case I have to conclude that you do not wish to continue with discussion and negotiation as alternate dispute resolution as per the pre-action conduct directions. I am sorry to hear that.

> May I suggest if you wish to make the matter litigious you do so.
> That way you are incurring costs. We will then make representation
> before the courts

You are expected by the courts to take reasonable steps to resolve the matter without resorting to the court.

You have refused to do so - you have not yet once indicated the reasons why you feel your actions are not in breach of the regulations. Your refusal to take steps to resolve the matter by discussion and negotiation will not help your case as and when this matter goes to court.

So, once again, I ask: Exactly why do you believe your actions are not in breach of the regulations?

If, as you seem to believe, I have this wrong, and you are not in breach, it would be a simpler matter for you to state why. It would be a simple matter, for example, for you to state when and how you believe I gave consent to the sending of your unsolicited marketing email.

If, somehow, I have missed some point of the regulations, perhaps in some other section, which excuses your actions, then state which regulation and why.

If, as you say, you have a business to run and would rather not continue these discussions, then that would be the prudent course of action - to point out why exactly I am wrong, as that would indeed be the end of it.

If I am wrong, I will leave you alone, and even apologise for hassling you. I am at a loss as to why you are not doing so - why not simply state the reason now so that I have no case to continue? Why invite court action by being evasive and refusing to co-operate in discussion of the matter now?

--
Adrian Kennard