

**IN THE COUNTY COURT**

**Claim No.: J3KF4C4W**

**Between**

**ONE PARKING SOLUTION LTD**

**(Claimant)**

**-and-**

**[REDACTED]**

**(Defendant)**

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**DEFENCE**

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1. The Defendant denies liability for the entirety of the sum claimed, for the reasons stated below.
2. The Claimant's Particulars of Claim, as pleaded on the Claim Form dated 7 September 2022, are deficient, and do not comply with CPR 16.4. The particulars state, at para. 3, that the land is 'owned or managed' by the Claimant. They state, at para. 4, that the Defendant is 'liable as the driver or keeper'. They also refer to a breach of terms, but do not specify which term(s) are alleged to have been breached. The Claimant is required to provide a concise statement of facts relied upon, not a menu of choices, and the Court is invited to strike out the claim for this reason, using its powers pursuant to CPR 3.4
3. The facts of the matter are that the Defendant parked his vehicle, registration number [REDACTED] at Llangrannog Car Park on 17 September 2021. He paid the relevant tariff of £4.00 for the period of parking, and has retained the ticket / receipt issued by the payment machine, number 017357,, as evidence of payment.
4. When paying for parking, the Defendant keyed in his full registration, as directed by the Claimant's instructions at the payment terminal. However, the ticket issued, in the registration number field, only printed the first digit, the letter S. Other parts of the ticket are also truncated, including the date, and the name of the car park.

5. The Defendant did, therefore, fully comply with the Claimant's terms and conditions, and cannot be held liable for what appears to be a malfunction of the Claimant's equipment,
6. Upon receipt of the PCN, the Defendant contacted the Claimant, explaining the above facts and attaching a copy of the ticket. This was done, using the Claimant's appeal procedure, and unreasonably rejected by the Claimant. The Defendant then made a further appeal to POPLA, a service which purports to be independent, but which in fact is fully funded by the Claimant's trade body, the British Parking Association ('BPA'). This appeal was also rejected.
7. The Claimant then passed the file to their legal representatives, DCB Legal, for litigation purposes. It is the Defendant's position that the Claimant is pursuing this matter as a speculative and vexatious claim, in circumstances where it is clear and obvious that they have no real cause of action.
8. Further and in the alternative, any contract formed between the Claimant and the Defendant by the Claimant's signage at the location, was rendered void due to impossibility of performance.
9. The Claimant states, in para. 1 of the Prayer, that they claim '£170 being the total of the PCN(s) and damages'. The original PCN was in the sum of £100, and the Claimant appears to have added a further £70 with no explanation as to how this was calculated.
10. The Defendant relies upon the published Government Code of Practice<sup>1</sup>, published on 7 February 2022, and now temporarily withdrawn pending a further consultation and impact assessment. It should be noted that this Code as originally published, clearly stated at clause 9, that '*The parking operator must not levy additional costs over and above the level of a parking charge or parking tariff as originally issued.*',
11. Given the inevitable delays to Government business caused by the recent leadership election by the governing party, and appointment of new Ministers, it is unlikely that

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<sup>1</sup> [\[Withdrawn\] Private Parking Code of Practice - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/107222/Withdrawn_Private_Parking_Code_of_Practice_-_GOV.UK.pdf)

the consultation will be concluded before the end of this year. However, the banning of additional charges is based upon sound legal reasoning, and in particular the explanatory notes<sup>2</sup> to s4 (5) and (6) of the Protection of Freedoms Act 2012 ('POFA'), which state at para. 221 that '*The creditor may not make a claim against the keeper of a vehicle for more than the amount of the unpaid parking related charges as they stood when the notice to the driver was issued (paragraph 4(5)).*'

12. It is widely expected, therefore, by organisations representing consumers, that following the consultation, the new Code will be reinstated without significant amendments, despite the parking industry's attempts to bring the matter to the High Court as the subject of a Judicial Review.

13. The Claimant also claims £13.04 in interest, calculated at 8% from 'the date hereof'.. Such a rate is rarely, if ever, awarded by the County Courts, and the Defendant invites the Court to disregard such a trivial sum.

14. In summary, it is the Defendant's position that the claim should be dismissed in its entirety, and the Defendant's costs awarded in the event of the matter proceeding to trial.

### **Statement of Truth**

I believe that the facts stated in this Defence are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

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(                      Defendant)

15 September 2022

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<sup>2</sup> [Protection of Freedoms Act 2012 - Explanatory Notes \(legislation.gov.uk\)](https://www.legislation.gov.uk/ukpga/2012/10/explanatory-notes)