

**IN THE COUNTY COURT AT EDMONTON**

**Claim No. B6QZ4H3R**

59 Fore Street  
London  
N18 2TN

Monday, 9<sup>th</sup> May 2016

Before:

**DEPUTY DISTRICT JUDGE ELLINGTON**

Between:

**UK PARKING CONTROL LTD**

Claimant

-v-

**SEAN MASTERSON**

Defendant

Solicitor for the Claimant:

MISS NOTTAGE

Representing the Defendant:

MR CARROD

**JUDGMENT APPROVED BY THE COURT**

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## JUDGMENT

DEPUTY DISTRICT JUDGE ELLINGTON:

1. This is a claim arising from the defendant's car being parked on two occasions in car park spaces which the claimant pleads it managed as a parking site. It is common ground that Colchester University Hospitals NHS Foundation Trust (the NHS Trust) is freehold owner of the site, not the claimant or indeed Swan Housing whom the claimant says contracted with the claimant to manage the parking. It is said by the claimant that the NHS Trust has authorised Swan Housing to enter into a contract for management of the area by the claimant and that is in paragraph 2 of the statement of Michael Elliott dated 18<sup>th</sup> April 2016.
2. The defendant denies that, relying on freedom of information answers from the NHS Trust including at page 33 an email dated 29<sup>th</sup> January 2016 and I quote: "The Trust have not located any records relating to this matter therefore are unable to confirm whether or not such authority was granted to Swan Housing" (the reference to "authority" referring back to the defendant's enquiry, number 1, "Did the Trust authorise the Swan Housing Association to confer the authority on UK Parking Limited to manage the parking on Trust land?" And number 2, "Was the authority granted by the Trust?"). That answer is neutral as to whether the chain of authority exists or not, in my interpretation of the response.
3. It is common ground that there was a parking permit system in operation for the area; that is on the claimant's case and in paragraph 5 of the defence. It is unchallenged that the defendant's car was parked without the relevant permit on 16<sup>th</sup> September 2013 and 8<sup>th</sup> October 2013. I do not have a plan of the site before me but it is therefore established that the landowner or freeholder was the NHS Trust and that the defendant's car was in an area on which the claimant says they manage the parking of.
4. It is common ground in terms of submissions that the authority of *ParkingEye Limited (Respondent) v Beavis (Appellant) [2015] UKSC 67* in the Supreme Court judgment did not consider whether there was a contract between the parties in that case. That issue being common ground in the stages before it reached the Supreme Court. The Supreme Court judgment considered if the charge represented a penalty and it considered if the charge was unfair under the Consumer Regulations.
5. The first thing that I need to turn to, therefore, is the legal position between the parties. As I have said, the claimant says that there is a chain of authority allowing the claimant to offer the defendant to park subject to terms and conditions. The claimant relies on a notice exhibited to Michael Elliott's statement of April 2016 and it is helpful to look at the terms of that notice. The notice reads: "Parking conditions apply, UK PC, UK Parking Control Limited", and I suppose I should give the full text, so:

"PARKING CONDITIONS APPLY

UK PC

UK PARKING CONTROL LTD

*[in bold type]* NO UNAUTHORISED PARKING"

A  
B  
C  
D  
E  
F  
G  
H

And that font is larger than the first and the third lines and is on the fourth line. Then the fifth line in, it looks like bold if I could describe it as such (but nothing hangs on it) but in smaller font:

“TERMS OF PARKING APPLY AT ALL TIMES”

And then it continues:

“This land is private property and parking control is managed by UK Parking Control Limited.

Failure to comply fully or at any time will result in a £100 parking charge (reduced to £60 if paid within 14 days) being issued to the vehicle’s driver.”

And so it continues.

- 6. I am not able to consider that that is an open offer to contract to park at first sight. If anything, it prohibits unauthorised parking on my reading of it. If I am wrong in that then I have to consider whether the inclusion of the wording, “Terms of parking apply at all times”, in any way invalidates my view that the signage seeks to prohibit unauthorised parking.
- 7. I do not find that, “Terms of parking apply at all times”, in any way invalidates my interpretation of the sign because there are terms which apply to those who are authorised to park. Those who are authorised to park in a situation in which it is common ground that there is a system for parking permits in operation must be those who are issued with parking permits to whom further terms and conditions apply. Reading on in the notice, those terms include that all vehicles must be parked only within marked bays, that a valid parking permit must be clearly displayed at all times, no parking on yellow lines or in an area with hatched markings and no road way parking.
- 8. So for those reasons, I am unable to accept that the particular circumstances of this case reveal a contractual licence to park with a contract between the parking manager, in this case UKPC, in the Supreme Court authority *ParkingEye*, and the vehicle owner or driver, in this case the defendant, and in the Supreme Court authority, Mr Beavis.
- 9. The consequences are that the Supreme Court authority does not assist me on the charges levied by the claimant in this case and that in the absence of a contract between the claimant and the defendant, the cause of action does not lie with the claimant. The defendant’s submissions are that any cause of action lies with the freeholder. I do not have any contracts between either the NHS Trust or Swan Housing and the claimant and I do not need to consider this in the light of my finding and I decline to do so in the absence of documents clarifying the legal position and/or contracts of those three legal entities between themselves.

[Judgment ends]

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PARKING CONDITIONS APPLY



UK PARKING CONTROL LTD

# NO UNAUTHORISED PARKING

## TERMS OF PARKING APPLY AT ALL TIMES

This land is private property and parking control is managed by UK Parking Control Ltd

Failure to comply with the following at any time will result in a £100 Parking Charge (reduced to £60 if paid within 14 days) being issued to the vehicle's driver



All vehicles must be parked only within marked bays.



A valid parking permit must be clearly displayed at all times.



No parking on yellow lines or in an area with hatched markings.



No roadway parking

In the event that a Parking Charge remains unpaid, UK Parking Control Ltd may contact the DVLA and request the Registered Keeper's details

Unpaid Parking Charges will be passed to our debt recovery agent at which point an additional charge of £60 will apply

How To Pay: Payment can be made by Credit Card on 0344 545 5450 or online at [www.paycharge.co.uk](http://www.paycharge.co.uk)



UKPC Information Line

Tel: 0333 220 1070

UK Parking Control Ltd, Unit 25, 1-2 Denham Parade, Oxford Road, Uxbridge, Middlesex UB8 4DZ



Registered Office: UK Parking Control Ltd, The Apex, 2 Sheriffs Orchard, Coventry CV1 3PP. Company No: 05104353. Registered in England and Wales

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