

Between

UK CAR PARK MANAGEMENT LIMITED

- and -

Defendant named on claim (can't be changed to driver now)

(Defendant)

DEFENCE

1. The Defendant denies that the Claimant is entitled to relief in the sum claimed, or at all. It is denied that any conduct by the driver was in breach of any term. Further, it is denied that this Claimant (understood to have a bare licence as agents) has standing to sue or form contracts in their own name. Liability is denied, whether or not the Claimant is claiming 'keeper liability', which is unclear from the boilerplate text in the Particulars of Claim ('the POC').

Preliminary matter: The claim should be struck out

2. The Claimant sets out a cut-and-paste incoherent and sparse statement of case. The POC appear to be in breach of CPR 16.4, 16PD3 and 16PD7, and fail to "state all facts necessary for the purpose of formulating a complete cause of action". The Defendant draws to the attention of the allocating Judge that there are two persuasive Appeal judgments - by HHJ Murch at Luton and HHJ Evans at Manchester - to support striking out the claim in these exact circumstances of typically poorly pleaded private parking claims. The Defendant believes that dismissing this meritless claim is the correct course, with the Overriding Objective in mind. Bulk litigators (legal firms) should know better than to make little or no attempt to comply with the Practice Direction. By continuing to plead cases with generic auto-fill unspecific wording, private parking firms should not be surprised when courts strike out their claims based in the following persuasive authorities:

3. Two recent persuasive appeal judgments in **Civil Enforcement Limited v Chan (Ref. E7GM9W44)** and **Car Park Management Service Ltd v Akande (Ref. K0DP5J30)** would indicate the POC fails to comply with Civil Procedure Rule 16.4(1)(e) and Practice Direction Part 16.7.5. On the 15th August 2023, in the Chan case, HHJ Murch held: 'the particulars of the claim as filed and served did not set out the conduct which amounted

to the breach in reliance upon which the claimant would be able to bring a claim for breach of contract'. The same is true in this case and the Defendant trusts that the Court should strike out the extant claim, using its powers pursuant to CPR 3.4.

4. The second recent persuasive appeal judgment also held that typical private parking case POC (like this) fail to comply with Part 16. On the 10 May 2024, in CPMS v Akande, HHJ Evans held: 'Particulars of Claim have to set out the basic facts upon which a party relies in order to prove his or her claim'. Transcripts for both cases are linked below to assist the Court to deal with this failure promptly and the two authorities will also be exhibited later, if the claim is not struck out at allocation stage:

Link to the two authorities: [Chan Akande](#)

5. The facts in this defence come from the Defendant's own knowledge and honest belief. The Defendant is unable, on the basis of the POC, to understand with certainty what case, allegation(s) and what heads of cost are being pursued, making it difficult to respond. However, the vehicle is recognised and it is admitted that the Defendant was the registered keeper and driver.
6. The Claimant has no authority to issue parking charges on the Defendant's property. The Defendant's leasehold agreement makes the Defendant the owner or occupier of the land in question for the purposes of the Protection of Freedoms Act 2012. The Defendant did not authorise the Claimant or any other party to pursue parking charges on this land.
7. In the alternative, the Defendant's leasehold agreement explicitly grants permission to park on the land in question. As such, the Defendant holds primacy of contract. The Claimant's signs offer no new rights or agreements that the Defendant did not already have under the lease. Therefore, no contract can be formed between the Defendant and the Claimant. Furthermore, the management company cannot unilaterally alter the lease to create parking charges, as established in Link Parking v Ms P C7GF50J7 [2016].
8. The relevant PCNs have already been cancelled, as evidenced by the email correspondence from the Claimant's principal. The Claimant cannot pursue a PCN that has already been cancelled.
9. The Defendant seeks costs on an indemnity basis, given that the Claimant is pursuing a claim for cancelled PCNs, which is unreasonable. The Defendant's contract is with the freeholder and/or management company, which has confirmed the cancellation of these charges. If the Claimant denies cancellation, the Defendant will provide evidence to substantiate this claim.
10. The Claimant may try to rely on the clause "subject to the rules and regulations of the landlord," but case law, notably Link v Mrs P, establishes that issuing parking charges infringes on the Defendant's right to quiet enjoyment of their property. This right supersedes any such clause in the lease.

11. The Defendant relies on the Consumer Rights Act 2015, which deems certain contract terms to be unfair. The interpretation of “subject to rules and regulations of the landlord” to justify additional charges for parking would fall foul of unfair contract terms, particularly clauses 10, 11, and 14 of the Act.
12. The Defendant also seeks an order forbidding the Claimant from issuing any further PCNs on the Defendant’s land and requiring the removal of any signs offering a contract to park.
13. The alleged 'core debt' from any parking charge cannot exceed £100 (the industry cap). It is denied that any 'Debt Fees' or damages were actually paid or incurred.

Part 20 Counterclaim

14. The Defendant counterclaims for damages of £300 for misuse of personal data under the Data Protection Act 2018 and UK GDPR. The Claimant had no lawful reason to access the Defendant's DVLA data, as the Defendant's lease confirms an absolute right to park without interference. In *Simon Clay v CEL*, the court found that improper access to DVLA data constituted a breach of data protection laws.
15. Furthermore, given that the PCNs were subsequently cancelled, the Claimant had no legitimate interest in obtaining or retaining the Defendant's personal data. The continued processing of this data and pursuit of cancelled charges is a clear breach of data protection principles.
16. The Defendant therefore seeks £300 in damages for this breach.

Statement of Truth

I believe that the facts stated in this Defence and Part 20 Counterclaim 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.

Signed:

[Defendant's Name]

Dated: [Insert Date]

Signature:

Date: