

Vehicle Control Services Ltd

(Claimant)

V

Drivad

(Defendant)

Witness Statement of Defendant

1. I am the Defendant against whom this claim is made. The facts below are true to the best of my belief and my account has been prepared based upon my own knowledge.

2. In my statement I shall refer to exhibits within the evidence supplied with this statement, referring to page, reference numbers and excerpts where appropriate. My defence is repeated, and I will say as follows:

Sequence of Events

3. On 23/04/24, I drove to Bristol Airport to pick up my wife after her flight had been delayed. As per our WhatsApp correspondence (See Exhibit 01), we had intended to meet at the Meet & Greet car park next to the terminal, despite the incurred costs.
4. When driving to the Meet & Greet area, I had to stop the vehicle due to a temporary traffic signal turning red on the approach road at a pedestrian crossing. All of the Claimants images show the vehicle stopped at a red traffic light, with pedestrians visible crossing the road in some of the images.
5. While at the traffic lights, my wife spotted the vehicle and, to my surprise, entered the vehicle while it was stationary. As per the Claimant's images, the temporary traffic lights were red for the entire time that the passenger was entering the vehicle. As soon as the lights turned green and the crossing was free of pedestrians, I proceeded forwards, turned around at the roundabout and left the airport site.
6. **Parking Notice:** The claimant pursues a claim for '104) Stopping TO Pick UP/Drop Off In A Restricted Zone.' I dispute this – I did not 'STOP To Pick Up', I stopped because there was a red traffic light and pedestrians in the road. Had there been no red signal and no pedestrians, I would not have stopped the vehicle.
7. I appealed the PCN with the Claimant and received the response that:

- a. *"In your appeal you have confirmed to us that on the date in question, you stopped your vehicle on the access road, which is an area where stopping is not permitted"*.
 - b. *"We are unable to accept the mitigating circumstances raised in your representations"*.
8. In response to the points above:
 - a. Stopping was necessary as the traffic light turned red and pedestrians were in the road. It would have been a danger to life not to stop at this point.
 - b. The 'mitigating circumstances' raised were that the traffic light was red and that there were pedestrians in the road.
9. I then escalated this claim to the Independent Appeals Service (IAS). They dismissed the case, citing that *"signage is sufficient to have brought attention of the Appellant the terms and conditions that apply to parking on this site. I am satisfied that the Appellant was parked in an area where the parking operator has authority to issue Parking Charge Notices and to take the necessary steps to enforce them"*.
10. Next, I escalated the case directly to Bristol Airport. In my correspondence (Exhibit 2) with Commercial Director and Contract Manager of the Concession Service Agreement between Vehicle Control Services Limited & Bristol Airport Limited, he stated that *"I can only reiterate that the PCN was issued for picking up not for stopping at the Red light / crossing"*.
11. To summarise the above points, the Claimant has issued a PCN for 'Stopping to Pick Up', they then dismissed my appeal as I had stopped the vehicle, the IAS has dismissed my appeal for parking inappropriately and Bristol Airport LTD insist the claim is for picking up, not for stopping.
12. As part of this process, I entered into mandatory Mediation on 04/02/2025. During my call, the Mediator informed me that VCS had declined my appeal as "you claimed to have been stopped at a red traffic light, they say there was no traffic light". The red traffic light is present and visible in the photos shared by the Claimant, including on the initial PCN.
 - i. [Transcript to be included when received]
13. The airport is covered by airport bylaws. Stopping to obey road traffic signs and (traffic) lights is not a bylaw breach reference BA Bylaws 2012 section 6-6.7. The airport is not permitted for aircraft operations without bylaws or equivalent in place. Third party

unregulated sub-contractor terms for consumers should not be more onerous than statutory law or mandatory regulations (see Exhibit 3).

14. The Right Honourable John Penrose MP wrote to Bristol Airport Limited detailing that Excel had stated on behalf of VCS that Bylaws were obsolete and Mister Penrose received the following response on 21/09/2023 from BA Ltd.

“Firstly, our Byelaws are definitely in place and are not obsolete. We have of course contacted our third-party parking enforcement provider who have identified an issue with the wording used in the response to the constituent, which does not align with their usual communication standards. The operative used incorrect phrasing with regards to Byelaws in this particular response. Excel Parking Services have assured us that this wording anomaly is not consistent with the response typically used in other communications.”

- i. Exhibit 3 – RH John Penrose MP Letter

15. The response received from BA Ltd clearly states that Bylaws “are definitely in place and are not obsolete’ and that Excel Parking Services had assured Bristol Airport that ‘this wording anomaly is not consistent with the response typically used in other communications’ however, clearly this is not the case because Excel recited the same statement to myself. Since the alleged event occurred only a few weeks after Mister Penrose contacted BA Ltd, it is my opinion that the untrue statement made to me appears to have been a deliberate attempt to deceive.

16. Even if the alleged debt were genuinely due, which is denied, VCS have no right to add costs of debt recovery or legal claims. POFA paragraph 4 (5) states that the maximum sum that may be recovered from the keeper is the charge stated on the NTK, in this case £100.

- i. Exhibit 4 - Protection of Freedom Act

17. In the Charge Notice issued on 01/05/2024 the "period of parking" is stated to be "the period immediately preceding the Time of Event" but this appears to be completely false as the vehicle is not parked, it is lawfully stopped at a pedestrian crossing. The Charge Notices therefore do not meet the requirements of the Protection of Freedom Act (POFA) paragraph 9 (2) (a) since, without parking, there can be no period of parking. This also

constitutes a breach of the International Parking Community (IPC) Code Of Practice (CoP) v8 Schedule 3 and therefore also paragraph 16.1.

i. Exhibit 5 - IPC Code of Practice

18. Picking Up and Dropping Off (PU DO) is not parking as determined in the persuasive appeal case of Jopson v Homeguard, yet VCS issued parking charge notices for these alleged non-parking events.

i. Exhibit 6 = Jopson v Homeguard transcript.

ii. Correspondence from Bristol Airport Ltd that the charge was not being pursued for stopping, but for picking up dropping off.

19. On 30/05/2024 a Subject Access Request (SAR) was made to VCS for all information that they held in relation to myself. I followed up on 04/02/2025 to request CCTV footage, which VCS were unable to provide, but the screenshots that they have shared show that the lights were red and that pedestrians were in the road at the time that the passenger entered the vehicle. There is no evidence of the vehicle stopping explicitly to pick up the passenger, only that the vehicle was stopped due to the red light.

i. Exhibit 6 – SAR request dated 30/05/2024

ii. Exhibit - Excel response

20. Because the doors were not locked as advised for safety reasons by the Fire Brigade, the passenger/pedestrian took the decision to enter the vehicle without warning. Once the door was open, there was no action I could have taken. I cannot be held liable for the unexpected actions of a passenger or pedestrian.

21. I have posed the following question to Rupert Lawrie at Bristol airport but he was unwilling to answer: "I was stopped at a red traffic light. There was traffic behind me, pedestrians in front of me. Someone then got into my car. How should I have proceeded here?". If the Commercial Director of Bristol Airport is unsure how he should have proceeded here, I think it's unreasonable for a driver to have to make a decision, particularly as all correspondence would indicate that commercial matters are more important than the safety of drivers and pedestrians.

22. VCS are not contracted by the principal, BA Ltd, to issue Parking Charge Notices for PU DO.

[Hoping to fill with contract related bits once VCS WS received]

Additional costs

23. The claimant has added costs for debt collection to the principal amount. This is against the findings in the Supreme Court case of *Beavis v ParkingEye* case reference paragraphs 98, 100, 193 and 198.

Parking companies routinely use a Debt Collection Agency (DRA) that offer on a no win-no fee basis. VCS are put to strict proof that they did not use a DRA, and that they incurred genuine additional costs of debt collection.

Whilst VAT is included in the principal amount (£100), VCS have failed to show whether the additional alleged debt collection costs are subject to VAT. If they are, why is the defendant being asked to pay VCS's VAT?

- i. Exhibit 9 - *Beavis v ParkingEye* case
- ii. Exhibit 10 - Debt Recovery Plus screenshot of typical no win-no fee offer.

Statement of Truth

24. I believe that the facts stated in this witness statement 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.