

**IN THE HIGH WYCOMBE COUNTY COURT**

The Law Courts  
Easton Street  
High Wycombe  
Buckinghamshire  
HP11 1LR

BEFORE:

**DISTRICT JUDGE DEVLIN**

BETWEEN:

**ParkingEye Limited**

**Claimant**

**- and -**

**James Gosnold**

**Defendant**

**Mrs Newman on behalf of the Claimant**

**Mr Carrod (lay representative) on behalf of the Defendant**

Judgment date: 23<sup>rd</sup> January 2014

**Judgment as approved by the Court**

The Transcription Agency, 24-28 High Street, Hythe, Kent, CT21 5AT  
Tel: 01303 230038

No of folios in transcript 13  
No of words in transcript 905

**District Judge Devlin:**

1. This is a claim brought by ParkingEye Limited against Mr Gosnold and it is a claim for the sum of £100 and it is put in this way:

**“The claim is for monies outstanding from the Defendant as the registered keeper in relation to a parking charge issued on the 3<sup>rd</sup> January 2013 for parking without authority on private land. ParkingEye has automated a number plate recognition system monitoring the park and captured a vehicle entering and leaving the car park, overstaying the maximum stay time. The signage clearly displayed states that this is private land managed by ParkingEye Limited and is a maximum stay site.”**

2. So the first question, and the only question really for today, is whether ParkingEye are the appropriate Claimants. I have looked at the sign and I find that the sign does not establish a contract between ParkingEye and Mr Gosnold. It refers to “customers” only and above it, it says, Wembley Retail Park, and I am satisfied that the word, customer, refers to customers of Wembley Retail Park and not ParkingEye Limited, whose job, as is described in this sign, is solely to provide a traffic space maximisation scheme. Parking is “at the absolute discretion of the site”. That does not mean anything in English. It is hard to see how a site could give discretion, but I am satisfied from the wording of the sign, it is quite clear that the sign of itself does not create a contract between ParkingEye Limited and Mr Gosnold.
3. Now it appears from the evidence I have seen that the owners of the site are Quintain Trading and it appears from the witness statement of a man called, Mr Topley, that the managing agent of the site is “Workman”. We do not know who they are or who Mr Topley is, he signed a statement without giving his name and his address and his authority to enter into such a statement but, from his statement, it appears the managing agent of the site is Workman, authorised by the landowner to appoint ParkingEye to manage the car parking on this site. There is no contract that has been produced between the owner and Workman.
4. ParkingEye could, however, bring a claim provided they can bring themselves within Schedule 4 of the Protection of Freedoms Act, clause 2.1, and that refers to a “relevant contract”. A relevant contract means a contract between the driver and the person who is an owner or occupier of the land. Well, I am satisfied there is no evidence of a contract between the owner or the occupier because the sign does not say that. I am not satisfied that ParkingEye are the occupier of the land, they do not occupy it in any sense, they are simply employed, as the sign says, to provide a traffic space maximisation scheme, which probably in plain English means to help parking on the site.
5. Or ParkingEye could bring a claim if it could be shown that they were authorised by the owner of the land to enter into a contract with the driver. I have not seen any evidence in the documents provided that they were so authorised. It appears from the documents that the only thing that has happened is that there is a contract with the managing agent which says that the landowner appoints ParkingEye to

act as agent for the appointed car park operator. That appears to contradict the statement of Mr Topley who says that Workman are the managing agent.

6. But, in any event, any relevant contract must be between the owner of the land and the driver, not between the managing agent of the land and the driver, and there is no such evidence that there is a contract between someone authorised by the owner to enter into a contract with the driver. So the Court would need to see evidence of a contract between the owner of the land and someone else authorising that other person to enter into a contract with the driver. In other words, there is no evidence that ParkingEye have been authorised by the owner of the land to enter into a contract with the driver. At the most it appears that they were appointed as agent to operate the car park but that is not the same as appointing them to enter into a contract with the driver.
7. If all of that was right, then the sign would say quite clearly on it, "ParkingEye Limited are authorised by the owner to enter into a contract with you, this contract is between ParkingEye and you, the driver of the car".
8. So for those reasons I am going to dismiss the claim which means we do not have to consider other issues about whose loss it is and whether the amount claimed is a penalty or not.

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