

**IN THE HIGH WYCOMBE COUNTY COURT**

The Law Courts  
Ground Floor  
Easton Street  
High Wycombe  
Buckinghamshire  
HP11 1LR

BEFORE:

**DISTRICT JUDGE JONES**

BETWEEN:

**ParkingEye Ltd**

**Claimant**

**- and -**

**Mrs Victoria Gardam**

**Defendant**

**Mr Mathews** on behalf of the **Claimant**

**Mr Carrod** lay representative for the **Defendant**

Judgment date: 14<sup>th</sup> November 2013

**Judgment as approved by the Court**

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No of folios in transcript 10  
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**District Judge Jones:**

1. This is ParkingEye's claim for £100 parking charge levied when Mrs Gardam, or somebody driving Mrs Gardam's car, stayed for more than an hour and a half in a car park.
2. Now Mr Carrod, who is Mrs Gardam's lay representative, has raised a lot of points, most of them, I have to say, perfectly valid and reasonable points. I do not really need to say anything about all the other points. I think at the end of the day I might have agreed with him on some and disagreed on others, but it does not really matter because the point that he does rely on which, it seems to me he has got to succeed on, or Mrs Gardam has got to succeed on is that just as in the sense I started off this hearing by thinking who is the right Defendant, I have also got to think who is the right Claimant.
3. The right Claimant, it seems to me in this case, is not ParkingEye Ltd, it is Euro Garages Ltd, because the loss and so on of course is to the landowner. The landowner is Euro Garages Ltd. Now, I think it would have been possible, is possible as far as I am aware, for Euro Garages Ltd to assign to ParkingEye any cause of action they may have in trespass and so on, but they have not done that.
4. I have seen the front page as it were, of their agreement. Well, that certainly does not make an explicit assignment and I had already indicated that it seems to me that any such assignment cannot be made implicitly, it must be explicitly, but to buttress that as it were, a matter which, as I have already indicated puts it beyond all doubt, is that Mr Mathews for ParkingEye Ltd has very helpfully pointed me to their terms and conditions, which state specifically that ParkingEye Ltd are appointed as agents for Euro Garages Ltd.
5. Well that is absolutely fine, they are perfectly entitled to do that, but it is trite law. The agent cannot sue for themselves when it is the principal's claim. The principal has to sue and while it is perfectly possible, as I have already indicated, that Euro Garages have got a claim against Mrs Gardam, ParkingEye Ltd have not, and indeed Mr Carrod, who is lay rep for Mrs Gardam, has helpfully drawn my attention to a case which was decided by District Judge Jenkins just two/three weeks ago, very recently anyway, in Brentford County Court, exactly the same claimant, ParkingEye Ltd, and indeed he has decided, for precisely the same reason, namely that it was not ParkingEye's loss, in that case as well it was the landowners loss and he dismissed the claim and, as he pointed out, he refused permission to appeal and he said this, I will read out what he said:

**“The Claimant is refused permission to appeal as any contractual arrangements that the Claimant may have with a third party, does not as a matter of law, entitle them to bring claims of this nature in their own name, such an appeal would have no realistic prospect of success”**

6. Well, I would respectfully agree with District Judge Jenkins, even more so since the contractual arrangements that I am now aware of in this particular case negate

that effectively by specifically appointing ParkingEye as agents. So in all of those circumstances this claim must fail and will be dismissed.

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