

IN THE COUNTY COURT AT **xxxx**

CLAIM NO: **xxxx**

**B E T W E E N:-**

**PARKING CONTROL MANAGEMENT (UK) LIMITED**

**Claimant**

**and**

**xxxx**

**Defendant**

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**DEFENDANT'S SKELETON ARGUMENT  
FOR THE HEARING DATED **xxxx****

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**PREAMBLE**

1. This skeleton argument is to assist the Court in the above matter for the hearing dated **xxxx**.
2. Defendant filed a strike out request and costs application dated **xxxx** as Claimant did not serve his Witness Statement on time, by **xxxx**, to court or to Defendant but Claimant wrote his Witness Statement on **xxxx**, three days after due served date, and Defendant and court received Claimant Witness Statement on **xxxx**, five days late from due served date (Court confirmation email attached).
3. Defendant asks the court to not consider Claimant late Witness Statement as it is serious noncompliance with **the Notice of Allocation to the Small Claim (Hearing) N157** order dated **xxxx Clause 6** by not serving to Defendant or to Court his Witness Statement or the documents he intends to rely at the hearing on time. But in the case Court decided to consider Claimant Witness Statement, Defendant would like the court to consider this Skeleton Argument.
4. The witness and the accompanying witness statement are not credible. It contains invalid, false, misleading and vexatious statements which can be shown in this skeleton argument, Defendant Witness Statement and Statement of Defence. Moreover, it displays a laissez-faire attitude towards submitting a truthful, factual witness statement.
5. The Defendant will highlight to the Court that the claim is not only fundamentally misconceived and flawed, but that the Claimant behaved unreasonably.

6. The witness statement by Parking Control Management (pcm) is contradictory, confusing and particularly troublesome as detailed below:

**SUMMARY OF CLAIMANT’S CASE AND DEFENDANT’S RESPONSE**

	<b>As stated in Claimant Witness Statment</b>	<b>Defendant Response</b>
2.i	The Agreement authorising my Company to manage parking on the relevant land.	<p>Defendant covered argument to that in his Witness Statement and Statement of Defence.</p> <p>Defendant Statements explained in details that Claimant didn’t comply with and breached this agreement and Management company <b>xxxx</b> has no authorisation from Landlord to authorise Claimant to run any private car park scheme and by doing that <b>xxxx</b> breaches the Land Registry contract between Defendant and Landlord.</p>
2.ii	The Sign.	<ul style="list-style-type: none"> <li>- Claimant provided alleged clear sign worded in contrary with the actual unclear signage photo he provided in his evidence page (25). The signage photo shows that the alleged signage is too dark, too high, unreadable and cannot form any type of contract between Claimant and any driver.</li> <li>- Defendant has a better contract with the Landlord allowed and not restricted Defendant for his action please refer to section 1 of Defendant Witness Statement and section 1 and 4 of Statement of Defence.</li> </ul>
2.iii,i v & v	The Site Plan.	<ul style="list-style-type: none"> <li>- Defendant covered argument to that in his Witness Statement and Statement of Defence.</li> <li>- Claimant Agreement with Management company limited him to post code <b>xxxx</b> and that site plan shows Claimant extended his authorisation to all land of <b>xxxx</b> Development misleading everyone about his authority limitation.</li> <li>- Claimant admitted he did not reply to Defendant requests and never submitted any of the documents Defendant asked for up to served his late Witness Statement.</li> </ul>
3	As stated in Claimant Witness	The Defendant is not liable for any parking

	Statement.	charges as explained in Defendant Witness Statement and Statement of Defence.
4	As stated in Claimant Witness Statement.	- As point 2.ii above
5, 6	As stated in Claimant Witness Statement.	- Defendant covered argument to that in his Witness Statement and Statement of Defence.
7	Claimant said: “ The Defendant avers that they were not the driver”.	- Defendant never said that and never disclosed to Claimant who was the driver to protect driver personal details from scammer like Claimant.  - Defendant Statement of Defence point (7.8) already covered reply to this point.
8, 9 & 10	- As stated in Claimant Witness Statement.  - Claimant said: “ Keeper failed to nominate who was driving the vehicle prior to these proceeding which is required under paragraph under 5(2) of the Act.”	- Defendant covered argument to that in his Witness Statement and Statement of Defence.  - There is no requirement or obligation on Defendant to name the driver under schedule 4 of Protection Of Freedom Act 2012 (POFA 2012)
11,12 &13	- As stated in Claimant Witness Statement.	- Defendant already covered a reply to those points in Statement of Defence section (7) and in Defendant Witness Statement section (5).  - Claimant is too far from Parking Eye standard stated in Beavis case. Claimant put in strict proof he has same standard as ParkingEye.  - Defendant denied any attempt from Claimant to be in contract with him and notice left on the car windscreen.
14	As stated in Claimant Witness Statement.	- Defendant covered argument to that in his Witness Statement and Statement of Defence.
15 to 21	As stated in Claimant Witness Statement.	- Defendant covered argument to that in his Witness Statement and Statement of Defence.  - Claimant trial to compare this case with ParkingEye V Beavis is absolutely misleading as Claimant is too far from ParkingEye high standard stated in Beavis case.  - In the case of same Claimant vs Mr Bull (2016) District Judge Glen explained that

		<p>Claimant signage cannot form any kind of contract and the charges is absolutely penalty.</p> <ul style="list-style-type: none"> <li>- Also Judge Glen explained the difference between Beavis case, which parking incident was in commercial estate not residential estate.</li> <li>- Judge Glen said: “ I am afraid that in my judgment that analysis just does not work in this case. It does not work for this reason. If the notice had said no more than if you park on this roadway you agree to pay a charge then it would have been implicit that PCM was saying we will allow you to park on this roadway if you pay £100 and I would agree with Mr Samuels’ first analysis that essentially the £100 was a part of the core consideration for the licence and was not a penalty for breach. The difficulty is that this notice does not say that at all. This notice is an absolute prohibition against parking at any time, for any period, on the roadway. It is impossible to construct out of this in any way, either actually or contingently or conditionally, any permission for anyone to park on the roadway. All this is essentially saying is you must not trespass on the roadway. If you do we are giving ourselves, and we are dressing it up in the form of a contract, the right to charge you a sum of money which really would be damages for trespass, assuming of course that the claimant had any interest in the land in order to proceed in trespass.”</li> <li>- Lord Mance In paragraph 190 of Beavis case says: “ By promising ParkingEye not to overstay and to comply with its other conditions, Mr Beavis gave ParkingEye a right, which it would not otherwise have had, to enforce such conditions against him in contract.”. Defendant never promised Claimant for anything and denied any trial to be in contract with Claimant before Claimant issued any charges and Claimant been informed several times for that and notice was left in car windscreen.</li> </ul>
22	Claimant said: “ This was subject to amendment”	<ul style="list-style-type: none"> <li>- Defendant would like to clear that there is nothing in his Land Registry contract with the Landlord has what Claimant said. If so Claimant put in strict proof for that and to provide evidence for that.</li> <li>- That is totally misleading as Claimant and Management</li> </ul>

		Company xxxx are third parties to Defendant contract with Landlord and they have no right to interfere or amend that contract. There is no variation happened to Defendant contract with Landlord from the time was signed. Claimant put in strict proof the contrary.
23 & 24	As stated in Claimant Witness Statement.	Defendant never said he did not see the signage.
25, 27, 28 & 29	As stated in Claimant Witness Statement.	Defendant already covered that in his Statement of Defence and Witness Statement.
30	Claimant said: "if there has been any minor deviation from the Civil Procedure Rules then it is (or would be) within the tolerance provided therein".	- Claimant again try to mislead the Court claiming his non compliance to New Protocol for debit Claim, CPR, PD and court order is a minor, but Claimant in his consideration see Defendant made a major incident and deserve to been sued for 3 minutes stopping for dropping off shopping and Claimant should chase Defendant for more than a year for that.
31	Costs	- Claimant did not serve the claim for costs he mentioned to Defendant.  - Defendant complied with all of his obligations and replied to all Claimant letters but Claimant never responded to Defendant Requests.
34, 35 & 36		- Claimant proof he knows nothing about his trade association (IPC) as: 1- IPC allowed the 10 minutes grace time (Exhibit ps/14 of Defendant witness statement) in contrary of what Claimant said.  2- As per IPC code of practice the grace time is for "to park and read any signs so drivers decide whether or not remain on the site" and does not say "to be able to comply with the terms" as Claimant said.  3- IPC code of Practice allowed a minimum period of 10 minutes for grace periods after pre-paid or permitted period been expired and does not link or restrict that period with any activity and does not say "the grace period is not for a free parking period" as Claimant said.  4- IPC code of practice give the operator the option if he does not allow that grace time his signage must be clear and say : "no grace period applies on that land" in a prominent font while Claimant signage did

		<p>not say that at all.</p> <p>5- Claimant admitted that grace period is irrelevant as driver was dropping passenger. The question is how Claimant attended knew driver was or not reading the signage when that immediate PCN was issued unless Claimant employee was hiding waiting for the chance to take photos?.</p> <p>6- Claimant did not inform the driver about that PCN as required by POFA 2012. PCN never left on the car windscreen as car been removed from site before grace time expired while Claimant employee was hiding.</p>
37 to 41	As stated in Claimant Witness Statement.	Defendant covered argument to that in his Witness Statement and Statement of Defence.

SERVED BY THE DEFENDANT

Yours faithfully,

Name:

Date:

Address: