

IN THE MIDDLESBROUGH COUNTY COURT

No. B7QZ4469

Russell Street,

Middlesbrough.

18th August 2015

Before:-

DEPUTY DISTRICT JUDGE ROBERTSON

COMBINED PARKING SOLUTIONS

Claimant

v

ALAN WATTS

Respondent

JUDGMENT

(As Approved)

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DEPUTY DISTRICT JUDGE ROBERTSON:

1. This is a claim by Combined Parking Solutions, who I shall refer to as “CPS”, for the recovery of a parking charge relating to the car park at the Sun Centre. The charge was £100 initially, reduced to £60 if paid within 14 days, but increased to £150 if not paid prior to reference to a debt recovery agent or legal proceedings were commenced by CPS. In this case the charge claimed therefore was £150.
2. CPS are not the owners of the car park but operate it under licence from the landowners. This claim is made against Mr. Watts who parked his car in the Sun Centre car park very briefly on the 9th October 2014. The claim is said to be made under a contract between CPS and Mr. Watts. Every contract consists of an offer and acceptance. In most cases the offer and acceptance are clear to see either by word of mouth or in writing from both contracting parties. This case is different. CPS do not have a presence in the car park and so do not make a verbal offer to the motorist to accept. For the same reason there is no written agreement signed by both parties. CPS make their offer in notices which are displayed in the car park. There is one on the wall of the Sun Centre which the motorist may see on his way into the car park, but may not see, and if seen may not read as the car is moving. However this sign and all signs are large and bright red and at the top state a warning in large print with blue parking signs on each side. There are signs situated in the parking bays. They are prominently positioned, clear and legible. The signs clearly indicate that they constitute a contractual agreement. The land is shown to be private and the parking facilities are for customers of the Sun Centre whilst using their facilities. The offer relied upon is contained in a notice and reads:

“The landowner and its agents also offers all members of the public who are not parked in accordance with the above terms” that is the customers of the Sun Centre “the right to park on this land at a cost of £100 per vehicle per 24 hour period. This will be reduced to £60 if full payment is received by CPS within 14 days of issue.”
3. I also should say that it says that to cover additional administration costs the charge will increase by £50 per charge plus Court/collection costs if the charge remains unpaid and debt recovery or legal action is commenced to recover the unpaid charge. The notice does conclude with a notice which reads:

“Do not park or leave your vehicle here unless you understand and agree to all the above terms and conditions.”
4. On the day in question Mr. Watts was due to attend a pre-meeting at 9:30 for a meeting at 10 a.m. at Hornby Library which is I think adjacent to, but does not form part of, the Sun Centre. Therefore, Mr. Watts did not qualify for free parking. Mr. Watts was running late and had not been to that car park before. He knew from experience that libraries, which he had attended previously did have free parking. He thought that was the position. He assumed that was the position. He did not see the sign on the wall at the Sun Centre and none of the signs in the car park. It is accepted that he parked close to at least one of the

Approved Judgment:

signs. He made a telephone call from his car and then left his car to attend the meetings. The receptionist at the library asked where he had parked and informed him that it was private land and that he should move his car. On returning to his car Mr. Watts saw the signs and he did move his car. He had been away from the car for 91 seconds but had been in the car for sufficient time to make his phone call before leaving it. When he left the car to go into the car park his intention was to leave it there until his meetings had been concluded, that is, he had parked up for the duration of those meetings. I accept that Mr. Watts did not notice any of the signs before leaving his car and that he was only away from his car for 91 seconds. However, my task is to decide whether there was offer and acceptance?

5. As to the offer the terms are clear on all the notices. The notices are prominently displayed and the lettering was clear and legible. They were there to be seen. I therefore find that there was a valid offer. As to acceptance there was no express acceptance by word of mouth or in writing. Mr. Watts was unaware of the terms and so could not accept in either of those ways. However, acceptance can be by conduct. I find that the act of leaving his car with the intention of leaving it there for the duration of his meetings is acceptance by conduct. It is correct that he changed his mind after being warned by the library receptionist but by that time it was too late, the contract had been made.
6. So far as the sums claimed are concerned I find that the term as to the price to be paid is a contract term in its entirety and that I am not able to consider whether the sums charged are fair or reasonable. The Unfair Contract Terms Provisions have no application in this case. From an objective point of view £100, or £60, is very expensive for parking for less than five minutes, but that is not relevant to my consideration.
7. I accept that Mr. Watts did write to CPS to explain his position, to apologise and to offer what he considered to be reasonable for the duration of his parking, that is, £5, but as I have said, the contract is a contract is a contract. For the reasons given Mr. Watts is liable for the sum claimed.
8. I also accept that Mr. Watts has acted in good faith throughout these proceedings and has pursued his defence because he perceives understandably that the sum claimed is unfair. However, I am bound by the law and have decided the case accordingly.
9. For those reasons I find in favour of the claimant Combined Parking Solutions.

AVTS REF: 6149/H4912