

IN THE County Court

CLAIM NO:

Parking Control Management (UK) Limited

(CLAIMANT)

-AND-

Mr

(DEFENDANT)

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SUPPLEMENTAL WITNESS STATEMENT OF Annie Clark

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I, **Annie Clark**, OF The Courtyard, 1A Cranbourne Road, SL1 2XF **WILL SAY AS FOLLOWS:**

1. I am the Employee of the Claimant Company ('my Company') and I am duly authorised to make this statement on its behalf. The facts and matters set out in this statement are within my own knowledge unless otherwise stated and I believe them to be true. Where I refer to information supplied by others, the source of the information is identified; facts and matters derived from other sources are true to the best of my knowledge and belief.
2. I have previously signed a Witness Statement in these proceedings dated ("my previous Witness Statement").
3. As stated in my previous witness statement the Defendant is liable for a parking charge relating to the parking of a vehicle on the Relevant Land in a manner so as to incur the same pursuant to the Contract (i.e. the Sign). The Defendant makes reference to previous proceedings however, these are not the subject matter of this claim.
4. The Defendant avers he was never provided with a permit however, this is rejected and in any event, with all due respect, is irrelevant as the charge was issued as the Defendant parked in a restricted area. The photographic evidence exhibited to this witness statement clearly shows the Defendant's vehicle was parked on a footpath. My Company's signs clearly state "Parking is permitted for Vehicles fully displaying a valid green resident permit within the windscreen and parked wholly within the confines of a marked bay appropriate for the permit on display". By parking in the manner in which the Defendant did the charge was correctly incurred.
5. The Defendant avers the Notice to Keeper does not comply with the requirements of the Act. My Company has complied with the Act, specifically paragraph 92)(a)-(i) as the Notice specifies:
  - a. The vehicle, the Relevant Land and the period of parking;
  - b. The driver is required to pay the charge and the charge has not been paid in full;

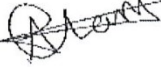
- c. The parking charge due from the driver, the circumstances in which the requirement to pay them arose and the other facts that made them payable;
  - d. The amount which remains unpaid;
  - e. The driver's name and address is not known and invited the keeper to pay or transfer liability;
  - f. The warning to the keeper that if at the end of 28 days the amount has not been paid and the creditor does not know the name and address of the driver the creditor will have the right to recover from the keeper any amount that remains unpaid;
  - g. To the keeper the arrangements for resolution of disputes/ complaints;
  - h. Any discount offered for prompt payment
  - i. The identity of the creditor and specifies how and to whom payment or notification to the creditor may be made; and
  - j. The date on which the notice is sent.
6. The Notice was also sent within the time period laid down in paragraph 9(5) of the Act, i.e. within 14 days beginning with the day after the charge was incurred / period for parking ended. My Company's Notice therefore complies with the requirements of the Act and is able to pursue the Defendant.
7. The Defendant avers the maximum amount recoverable is £100.00. As stated in y previous witness statement the Sign does indicate the applicable charge for failing to comply with the terms of the sign is £100.00, however, the sign is clear that enforcement action may incur additional costs for which the Defendant will be liable on an indemnity basis. Further, the Letter Before Claim also highlights the amount due may increase in respect of costs and interest if a claim has to be issued.
8. "The Accredited Trade Association (the IPC), of which my Company is an Accredited Operator; states in its code of practice -
- "parking charges must not exceed £100 unless agreed in advance with the IPC. Where there is a prospect of additional charges, reference should be made to this where appropriate on the signage and/or other documentation.*
- Where a parking charge become overdue a reasonable sum may be added. This sum must not exceed £60.00 (inclusive of VAT where applicable) unless Court Proceedings have been initiated."*
9. In view of the Defendant not paying the charge within the 28 days allowed or the further 28 days allowed after the Notice to Keeper was sent, the Parking Charge has become overdue and a reasonable sum of £60.00 has been added.
10. Further, the Defendant alleges a right to park and has exhibited to his witness statement a copy of the lease, if I may draw the Court's attention to the following:
- a. The Third Schedule of the same lease at clause whereby it states " Not to obstruct place any obstruction on or near to render access or maintenance more difficult to the Estate Road Accessways common parts or Amenity area"
  - b. Covenants by the Buyer whereby to states "To comply with such regulations as the Management Company may from time to tome introduce with regard to the proper management of the Development".

In light of the above, the Defendant was prohibited from obstructing the roadway and the Management Company is able to bring in parking regulations and the Defendant is bound by them.

**STATEMENT OF TRUTH**

I believe that the facts stated in this witness statement are true.

Signed:

A handwritten signature in black ink, appearing to read "Annie Clark", written over a horizontal line.

Print: Annie Clark

Dated: