

## Statement of Defence

IN THE COUNTY COURT BUSINESS CENTRE

CLAIM No: XXXX

BETWEEN:

PARKING CONTROL MANAGEMENT (UK) LIMITED (Claimant)

-and-

XXXX (Defendant)

I am XXXX and I am the Defendant in that matter. I am representing myself due to the cost of a solicitor and due to this I request some leeway.

Defendant sets his Defence points in sections as per the section index below:

- 1. Preliminary:** Describes back ground of the case.
- 2. Defendant Requests to strick out / dismiss the claim under CPR 3.4:** Describes Claimant failure to comply or fulfil with pre action protocol, Civil Procedure Rule or Practice Direction for bringing this claim. Other similar court cases included
- 3. Claimant non compliance with Schedule 4 of Protection Of Freedom Act 2012 (POFA 2012) Recovery Of Unpaid Parking Charge:** Describes Claimant failure to comply or fulfil with that Act.
- 4. Defendant Primacy of Contract and Authority to use the land in question:** Describes Defendant authority to use the Land in question under the terms of Defendant Land Registry contract with the Landowner. Other similar court cases included
- 5. Claimant Alleged Authority:** Describes that Claimant has no authority to run such private car park scheme or charge the Defendant for parking in the land in question.
- 6. Claimant inflated the amount of charge(s):** Describes that Claimant inflated the original charge by 2.476 times which that prohibited under POFA 2012, Schedule 4.
- 7. Other defence / issue points.**

All of the above sections explained in more details in the following pages

## 1. Preliminary

- 1.1 It is admitted that at all material times the Defendant was the registered keeper of vehicle registration mark **xxxx** which is the subject of these proceedings. The vehicle was insured with **xxxx** with two of named drivers permitted to use it.
- 1.2 The Defendant has a land registry contract with the Landowner of **xxxx** Development (the land where the Claimant claims a parking charge (s) for breaching of the terms of parking) and the terms of that contract give the Defendant or who authorised by him granted right to use with or without vehicle the common parts and estate roads of the development along with other rights and benefits and doesn't restrict or charge parking in the development for the type / condition of the vehicle in question. A copy of the Land registry will be provided to the Court, together with witness evidence that prior permission had been given.
- 1.3 The Claimant has no reasonable ground for bringing that claim as he knew the entire above paragraph 1.2 since 2013 and from previous legal cases with the Defendant at the same land.
- 1.4 It is submitted that the conduct of the Claimant in pursuing this claim is wholly unreasonable and vexatious and the intention of that Claim is to waste a victim, like the Defendant, time and efforts if the victim do not accept to give up his rights or did not pay the alleged unlawful charge(s) hoping to get a Regular / Default judgment against Defendant in the favour of Claimant.
- 1.5 The Defendant previous legal case number **xxxx** at **xxxx** county court with the same Claimant and his Solicitor Gladstones was struck out as the Claimant neither paid the court fees nor served his Witness Statement to the court or the Defendant and the Defendant awarded costs under CPR 27.14(2)(g). All the claimant trials to set aside / appeal that struck out order were dismissed / refused. (Court orders attached)
- 1.6 The Defendant is keeping careful note of all wasted time / costs in dealing with this matter and the Defendant will seek for his costs, pursuant to Civil Procedure Rule 27(14).
- 1.7 It is denied that there was any relevant obligation upon the Defendant that can have been breached. The Defendant did not enter into any 'agreement on the charge', no consideration flowed between the parties and no contract was established. The Defendant declined all trials by the Claimant, four years before Claimant issued the alleged parking charge(s), to enter into a contract allowing Claimant to charge the Defendant.
- 1.8 It is denied that any "parking charges / damages and indemnity costs" (whatever they might be) as stated on the brief Particulars of claim are owed and any debt is denied in its entirety.
- 1.9 The Defendant respectfully suggests that parking companies using the small claims track as a form of aggressive, automated monetary demands against residents, alleging 'debts' for parking at their own homes is not something the Courts should be seen to support.

## **2. Defendant Requests to strick out / dismiss the claim under CPR 3.4**

2.1 The Defendant invites the court to strick out or dismiss that claim by exercising its inherent case management powers pursuant to Civil Procedure Rules (CPR) 3.4 (2):

The court may strike out a statement of case if it appears to the court –

- (a) that the statement of case discloses no reasonable grounds for bringing or defending the claim;
- (b) that the statement of case is an abuse of the court’s process or is otherwise likely to obstruct the just disposal of the proceedings; or
- (c) that there has been a failure to comply with a rule, practice direction or court order.

CPR 3.4 (2)(a),(b) and (c) mentioned above are applied to that claim as explained in the above Preliminary section and as explained in details below:

### **2.2 Non compliance with New Protocol for Debt Claims:**

2.2.1 The Claimant and his Solicitor Gladstones as professional bodies must know there is a new Protocol for debt claims came into force from 01 October 2017 made by the Master of the Rolls as Head of Civil Justice.

2.2.2 As court proceedings started on **xxxx**, **xxxx** months after the new protocol came into force, so that protocol clearly applies and must be complied with prior starting that court proceeding.

2.2.3 The Defendant in his letter dated **xxxx** (attached) advised and put into attention of Claimant’s solicitor Gladstones that they must comply with the new protocol but they chose to ignore it preventing the Defendant to file proper defence.

2.2.4 The Claimant and his solicitor Gladstones ignored and didn’t comply with the new protocol by not serving to Defendant the documents they are going to rely on or the forms required by that new protocol and the documents or information requested by the Defendant in his letters dated **xxxx**, **xxxx**, **xxxx** and email dated **xxxx**. (Letters and email attached)

### **2.3 Inadequate Particulars Of Claim:**

#### **2.3.1 CPR 16 & PD 16**

2.3.1.1 The Claim Form contains only brief Particulars of Claim which breaches and failed to fulfil the pre court protocols in relation to the particulars of claim under Practice Direction 16, set out by the Ministry of Justice and also Civil Procedure Rules (CPR) under 16.4 as it does not include a statement of the facts on which the Claimant relies and only referring to a Parking Charge(s) with no further description nor details.

- 2.3.1.2 That brief Particulars of Claim lacks specificity, incompetent, are embarrassing and fails to establish a cause of action which would enable the Defendant to prepare a specific or proper full defence. A parking charge can be for trespass, breach of contract or a contractual charge, all of these are treated differently in law and require a different defence. The wording of any contract will naturally be a key element in this matter, and a copy of the alleged contract has never been provided to the Defendant.
- 2.3.1.3 There is no information regarding why the charge arose, what the original charge was, what the alleged contract was nor anything which could be considered a fair exchange of information.
- 2.3.1.4 The Practice Direction also sets out the following example which is analogous to this claim: ‘those which set out no facts indicating what the claim is about, for example ‘Money owed £5000’.’

### **2.3.2 CPR 7E & PD 7E (Money Claim Online)**

- 2.3.2.1 The Claimant also breaches and failed to fulfil PD 7E as he chose to insert brief summary of the Particulars of Claim, while by doing that he must adhere with Paragraph 5.2 (2) which stated that:
  - “Detailed particulars of claim must:
    - (2) served and filed by the claimant separately from the claim form in accordance with paragraph 6 but the claimant must –
    - (a) state that detailed particulars of claim will follow; and
    - (b) include a brief summary of the claim,”
- 2.3.2.2 The Claimant failed to serve detailed Particulars of Claim to the Defendant within the time limit, 14 days after service of the claim form, as stated in PD 7E Paragraph 6 and CPR 7.4(1)(b).
- 2.3.2.3 Claimant may rely on part of PD 7E paragraph 5.2A for not sending the documents or evidence he is going to rely on it under paragraph 7.3 of Practice Direction 16, but the rest part PD 7E paragraph 5.2A state that doesn’t apply when the Claimant must serve and file separate detailed particulars of Claim as explained in above points and there is no contract in force between Claimant and Defendant.
- 2.3.3 The Defendant believes the term for such conduct is ‘robo-claims’ which is against the public interest, demonstrates a disregard for the dignity of the court and is unfair on unrepresented consumers. I have reason to believe that this is a claim that will proceed without any facts or evidence supplied until the last possible minute, to my significant detriment as an unrepresented Defendant.
- 2.3.4 The Claimant’s solicitor Gladstones are known to be a serial issuer of generic claims similar to this one, with no due diligence, no scrutiny of details nor even checking for a true cause of action. HMCS have identified thousands of similar

poorly pleaded claims.

2.3.5 The Claimant's Solicitor Gladstones been shamed in parliament bill debate on 02 February 2018 for his poor practiced mentioned above hoping to get Regular or Default judgment against Defendant.

2.3.6 The Court is invited to take Judicial Notice of the fact that the Claimant's solicitors, Gladstones, is engaged in a course of conduct which involves issuing tens of thousands of totally meritless Claims, which are routinely struck out / dismissed by District Judges sitting in this Court, and other County Court hearing centres in all parts of England & Wales.

2.3.7 The Court is therefore invited to refer the matter to the Designated Civil Judge, for consideration of the issuing an Extended Civil Restraint Order against the Claimant, pursuant to CPR Practice Direction 3.1(3).

### 2.3.8 **Court cases Defendant depends on it:**

2.3.7.1 The Defendant previous case with the same Claimant and his Solicitor Gladstones case number xxxx at xxxx county court was struck out as the Claimant neither paid the court fees nor served his Witness Statement to the court or the Defendant and the Defendant awarded costs under CPR 27.14(g). Also all Claimant trials to set aside or appeal the struckout order were dismissed / refused. (Court orders attached)

2.3.7.2 Case number xxxx at xxxx County Court Mr xxxx vs the same Claimant (and his Solicitor Gladstones at the same land in question) was struck out as Claimant did not serve his Witness Statement to Defendant. (Court order attached)

2.3.7.3 In case number C3GF84Y (Mason, Plymouth County Court), the judge struck out the claim brought by KBT Cornwall Ltd as Gladstones, the same Claimant's Solicitors, had not submitted proper Particulars of Claim.

2.3.7.4 Similar reasons were cited by District Judge Cross of St Albans County Court on 20 September 2016 where another relevant poorly pleaded private parking charge claim by Gladstones, the same Claimant's Solicitors, was struck out without a hearing due to their 'roboclaim' particulars being incoherent, failing to comply with CPR16.4, and "providing no facts that could give rise to any apparent claim in law".

### 2.3.8 **Defendant Alternative request.**

Alternatively if the court not minded to strick out or dismiss that claim the Defendant asks for:

2.3.8.1 To limit the Claimant only to the unevidenced allegations and to the words claimant used in the Particulars of Claim.

- 2.3.8.2 Or to stay that case up to Claimant comply with New Protocol for debt claims, comply with Civil Procedure Rules (CPR), Practice Direction (PD) mentioned above and serve a detailed Particular of claim and statement of the facts as the Defendant is prejudiced and unable to prepare a full and complete Defence. The Defendant reserves the right to seek from the Court permission to serve an amended defence should the Claimant add to or expand his Particulars at a later stage of these proceedings.
- 2.3.8.3 When Directions are given, the Defendant asks that there is an order for sequential service of witness evidence (rather than exchange) because it is expected that the Claimant will use its witness statement to provide the sort of detail which should have been disclosed much earlier, and the Defendant should have the opportunity to consider it, prior to serving evidence and witness statements in support of his defence.

### **3. Claimant non compliance with Schedule 4 of Protection Of Freedom Act 2012 (POFA 2012) Recovery Of Unpaid Parking Charge**

- 3.1 Schedule 4 of POFA 2012 is the only Act mentioned in Claimant letters **xxxx** and **xxxx**. Also the Claimant Particulars of claim does not specify the cause of action and there is no Claimant Statement of Facts with the Claim Form and the Claimant has provided no evidence (in pre-action correspondence or otherwise) that the Defendant was the driver.
- 3.2 So the Defendant avers that the Claimant is therefore limited to pursuing the Defendant in these proceedings as a keeper under the provisions set out by statute in the POFA 2012.
- 3.3 Claimant did not explain his authority position in relation of Schedule 4 of POFA 2012 as he is not the landowner or occupier of the **xxxx** Development to claim for parking charges under that Act. Claimant failed to prove he had a contract with the Landowner as he claimed in his letters dated **xxxx** and **xxxx**.
- 3.4 Claimant may has an agreement with the management company **xxxx** and that does not give the Claimant authority to issue parking charge(s) and does not comply with Schedule 4 of POFA 2012, para 1(a &b) **Relevant Contract** meaning (page 137) as neither **xxxx** nor the Claimant are the owner or the occupier of the land of **xxxx** Development. Defendant's Land Registry terms along with Management Plan drawings for the estate limited the duties of the management company **xxxx** to only the **Common Parts & Amenity Areas** and that exclude **Estate Roads**.
- 3.5 Schedule 4 of POFA 2012 para (3.1.a) does not allow Claimant to issue parking charge(s) on highway maintainable at the public expenses like the **Estate Roads** of **xxxx** Development. Defendant admitted that the car was parked, loaded or unloaded in roads intended to become highways maintainable at the public expenses definite in the Defendant Land registry terms / drawings as **Estate Roads**.

- 3.6 The government have put in place a strict mechanism whereby liability can be transferred from driver to keeper, under the POFA 2012, schedule 4 and if any of the conditions not met the creditor doesn't has the right to recover the parking charges from the keeper as stated in Paragraphs 8.f, 9.f of the Act.

Claimant breaches and does not comply with the conditions must be met for purpose of paragraph 4 of the Act (*Right to claim unpaid parking charges* from keeper of vehicle) as Claimant notice to keeper, Letter Before Claim or Claim form do not specify **the period** of alleged parking as required from Paragraphs 4.2, 7.2.a &b, 7.3, 7.4a, 8.1, 8.2a to c, 8.2f, 8.3, 9.1, 9.2.a & c, 9.3, 11.1.a & 11.3.a of the POFA 2012, Schedule 4.

- 3.7 Schedule 4 of POFA 2012 paragraph 4(5) does not permit the Claimant to recover a sum greater than the parking charge on the day before a Notice to Keeper was issued. Claimant claims for £xxxx in the Claim form while the notice to keeper for only £100.

Schedule 4 of POFA 2012 paragraph 4(6) prohibited Claimant to use that paragraph as permitting double recovery. The Defendant also has the reasonable belief that the Claimant has not incurred the stated additional costs in the Letter Before Claim or in the claim form and it is put to strict proof that they have actually been incurred especially after the Defendant clearly informed the Claimant, letter dated xxxx (attached), that alleged parking charge is denied and any additional costs would be a thinly-veiled attempt at 'double recovery'.

Even if those additional costs have been incurred, the Claimant has described some of them as "legal representative's costs" in the claim form. These cannot be recovered in the Small Claims Court.

#### **4. Defendant Primacy of Contract and Authority to use the land in question**

- 4.1 It is denied that the Defendant or lawful users of his vehicle was in breach of any parking conditions or was not permitted to park, loading or unloading in any circumstances.
- 4.2 The Defendant avers that there was an absolute entitlement to park, loading or unloading and to use the common parts or estate roads of xxxx Development with or without vehicle deriving from the terms of the Defendant Land Registry, which cannot be fettered by any alleged parking or other restriction terms established by third party like Claimant.
- 4.3 The Land Registry terms does not limit / restrict parking for the type / condition of the vehicle in question and does not require displaying a parking permit or parking charge(s).
- 4.4 Defendant Complied with the terms of his Land registry and paid to get that rights and benefits stated in Land registry while Claimant wants to ban Defendant to exercise those rights and benefits.

4.5 A copy of the Land registry will be provided to the Court, together with witness evidence that prior permission to park, loading / unloading and using of the vehicle on that land had been given.

4.6 The Defendant avers that the operator's signs cannot:

- (i) override the existing rights enjoyed by Buyer, Residents and their visitors and
- (ii) offer parking on more onerous terms than were already granted and agreed in the Land Registry contract, or
- (iii) decide to remove parking bays or restrict using of the estate roads from use by residents / buyers and/or start charging for them.

4.7 Parking easements cannot retrospectively and unilaterally be restricted where provided for within the Land Registry.

4.8 As a resident of **xxxx** Development, Claimant never provided to the Defendant any parking permit although the Defendant asked for that several times.

4.9 The Claimant has begun a predatory parking regime targeting residents and has unilaterally attempted to foist upon residents a change of rules, in complete disregard to any existing rights and grants; the Claimant being a stranger to the various residents' Agreements. No variation of residents' Leas holders' and Land Registry agreements has taken place and any such variation would be solely a matter between the landowner and the residents, Leas holders and Transferees, in any case.

4.10 Residents of **xxxx** signed a petition complaining about Claimant bad practice against residents and complaining letter sent to MP, Councillor and management company **xxxx**.

4.11 Court cases Defendant rely on:

**In Jopson v Homeguard [2016] B9GF0A9E:** on appeal it was found that the parking company could not override the tenant's right to temporarily stop near the building entrance for loading/unloading. It was established that ParkingEye v Beavis [2015] UKSC 67 does not apply to residential parking, and this will therefore bring the penalty doctrine back in play. The charge will therefore likely be a penalty and unfair consumer charge unless it is found the charge is a pre-estimate of loss or there is commercial justification. The Supreme Court found that £85 was not a genuine pre-estimate of loss in Beavis as there was no direct loss to the parking company.

**In Pace v Mr N [2016] C6GF14F0 [2016]:** it was found that the parking company could not override the tenant's right to park by requiring a permit to park.

**In Link Parking v Ms P C7GF50J7 [2016]:** it was also found that the parking company could not override the tenant's right to park by requiring a permit to park.

**In Saeed v Plustrade Ltd [2001] EWCA Civ 2011:** it was found the managing agent could not reduce the amount of parking spaces available to residents.

**PCM-UK v Bull et al B4GF26K6 [2016]:** residents were parking on access roads. The signage forbade parking and so no contract was in place. A trespass had occurred, but that meant only the landowner could claim, not the parking company.



**UKPC v Masterson B4GF26K6[2016]**: it was also found the signage was forbidding and so the matter was one of trespass. The parking company did not have standing to claim.

**Horizon Parking v Mr J C5GF17X2 [2016]**: it was also found the signage was forbidding and so the matter was one of trespass. The parking company did not have standing to claim.

## 5. Claimant Alleged Authority

- 5.1 Claimant & his representative should supply a contract with the lawful occupier of the land being produced by the claimant, or a chain of contracts showing authorisation stemming from the lawful occupier of the land, I have the reasonable belief that they do not have the authority to issue charges on this land in their own name and that they have no locus stand to bring this case.
- 5.2 Defendant knew from Management Company xxxx that there is an agreement between them and the Claimant but xxxx refused to give the Defendant a copy of that agreement.
- 5.3 Management Company xxxx and the Claimant are not the owner nor the occupier of the land of xxxx Development that explained in more details in paragraph 3.4 and 3.5 above. Defendant Land Registry limited the duties of xxxx to common parts only excluding estate roads.
- 5.4 The Management Company xxxx under Defendant Land Registry has no authority to add any parking regulations not stated by Landlord and their duty was limited to maintain, properly repaired, renewed, replaced and Cleansed any parking spaces.
- 5.5 There is no excuse for a professional company like the Claimant to enter into a contract to manage residential estate without knowing the resident's contractual parking rights. So as the Claimant was aware of Resident's parking rights in the estate, the Defendant believes that the Claimant has made a conscious decision to breach the resident's contractual rights specially after he got a legal advise from Gladstones Solicitor which is a firm of solicitors whose Directors also run the IPC Trade Body and deal with private parking issues every single day of the week, so there can be no excuse for these omissions by taking this case that far.
- 5.6 The Defendant believes that:
  - 5.6.1 That alleged agreement between Claimant and L&Q limiting Claimant to small portion of phase 1 of xxxx Development but the Claimant extended his authority to the all of the estate without approval from any one.
  - 5.6.2 The car was parked, loaded or unloaded in area / bay not controlled / managed by the Claimant and there were no signage close to it.
  - 5.6.3 The Claimant breached his agreement with Management Company xxxx by adding / changing terms, regulations and Code of practice.

5.7 Estate Management Company xxxx annual cost statements for last 3 years didn't show any expenses towards private car parking scheme. That boost / proof why the Claimant has been limited to run private parking scheme in small portion of phase 1 of the development.

## 6 Claimant inflated the amount of charge(s)

6.1 The Claimant asked in the Claim form for £xxxx while the charge amount stated in the notice to keeper dated xxxx was only £100.

6.2 Paragraph 4(5) of POFA 2012, Schedule 4 (Right to claim unpaid parking charges from keeper of vehicle) does not permit the Claimant to recover a sum greater than the parking charge on the day before a Notice to Keeper was issued (eg. **£100**). The Claimant cannot recover additional charges.

6.3 The Defendant also has the reasonable belief that the Claimant has not incurred the stated additional costs especially after the Defendant clearly informed the Claimant, in Defendant letter dated xxxx, that alleged parking charge is denied and any additional costs would be a thinly-veiled attempt at 'double recovery' which prohibited by Paragraph 4(5 & 6) of POFA 2012 Schedule 4.

6.4 Claimant put to strict proof that additional costs have actually been incurred.

6.5 Even if those additional costs have been incurred, Claimant in the Claim Form, described some of them as "legal representative's costs" which these cannot be recovered in the Small Claims Court.

6.6 It is admitted that interest may be applicable, subject to the discretion of the Court on any sum (if awarded), but it is denied that interest is applicable on the total sums claimed by the Claimant. The Defendant is not liable for the Claimant's delay in bringing a claim.

## 7 Other defence / issue points:

7.1 All the residents of that estate, including Defendant, complained about Claimant's employee who invariably targets residents, resident's visitors, deliveries dropping off passengers, or when loading or unloading. This is a predatory operation which is unconscionable and without any legitimate interest, meaning that unlike the wholly different facts in **ParkingEye Ltd v Beavis [2015] UKSC 67**, this charge undoubtedly remains unrecoverable under the penalty rule which was considered 'engaged' in Beavis (and their charge was only saved by the unique facts/signs in a free retail park).

7.2 this case can be distinguished from ParkingEye v Beavis [2015] UKSC 67 (the Beavis case) which was dependent upon an undenied contract, formed by unusually prominent signage forming a clear offer and which turned on unique facts regarding the location and the interests of the landowner. Strict compliance with the BPA Code of Practice (CoP) was paramount and Mr Beavis was the driver who saw the signs and

entered into a contract to pay £85 after exceeding a licence to park free. None of this applies in this material case.

7.3 The Claimant breached & didn't comply with the BPA / IPC Code Of Practice as he didn't allow any grace time and issued an immediate ticket

7.4 Defendant won appeals to third party (POPLA- BPA) against Claimant for other previous cases.

7.5 The Claimant's employee is infamous for skulk in corners at sites like this one, then target victims like Defendant. This is a business practice which is unfair, contrary to the doctrine of good faith, contrary to the stated landowner policy and against the Consumer Rights Act 2015 as well as their own Code of Practice, and case law (**the Jopson v Home Guard Appeal case** is persuasive on this very issue).

7.6 Defendant suggests that the Claimant is practising bullying & extortion on victims like myself by using techniques such if the victim didn't pay for that alleged invoice, Claimant is going to waste the victim time & efforts causing harassment & stress on him and at the end using the Court small claims track as a form of aggressive, automated debt collection depending on the myth said Defendant costs could not be claimed in small claim track. That is not something the courts should be seen to support.

7.7 Claimant may rely upon *ParkingEye Ltd v Barry Beavis* (2015) UKSC 67 insofar as the Court were willing to consider the imposition of a penalty in the context of a site of commercial value and where the signage regarding the penalties imposed for any breach of parking terms were clear - both upon entry to the site and throughout.

The Defendant avers that the residential site that is the subject of these proceedings is not a site where there is a commercial value to be protected. The Claimant has not suffered loss or pecuniary disadvantage. The penalty charge is, accordingly, unconscionable in this context, with *ParkingEye* distinguished.

7.8 On the other hand it is believed that the Claimant may seek to rely on a rather unique interpretation of the judgement in *Elliott -v- Loake*:

Endeavour to persuade the court that the case created a precedent amounting to a presumption that the registered keeper is the driver where no other evidence or admission exists and thereby prove his allegations.

Defendant submits that this interpretation actually represents a very considerable reworking of the case and does not fairly convey the findings. The reality is that no such precedent was created and that Mr Loake was found guilty (it was a criminal matter) on a surfeit of evidence including forensic evidence of being the driver at the time of a road traffic accident which he had previously lied to the police about. Crucially this evidence proved the case to a criminal standard not simply on a balance of probabilities as applies in the instant matter.

7.9 Defendant submits that the signs on site at the time of the alleged event were insufficient in terms of their numbers, distribution, wording and lighting to reasonably

convey a contractual obligation and did not in any event at the time comply with the requirements of the Code of Practice of the Independent Parking Committee's Accredited Operators Scheme a signatory to which the Claimant was at the relevant time.

7.10 It is denied that the signs used by this claimant can have created a fair or transparent contract with a driver in any event. The signs were insufficient in terms of their distribution, wording and lighting hence incapable of binding the driver, which distinguishes this case from the Beavis case

I believe the facts contained in this Defence Statement are true

Name: **xxxx**

Date: **xxxx**

Address: **xxxx**