

IN THE COUNTY COURT BUSINESS CENTRE

CASE NO:

BETWEEN

and

Claimant

Defendant

DEFENCE

1. This Defence is filed in response to the Claim Form and Particulars of Claim issued on

2. The Defendant avers that the Particulars of Claim are embarrassing for lack of particulars and are unclear. The Defendant is in an invidious position in responding to the claim. The Defendant reserves it position to amend this Defence (and to seek the costs of any such amendment) in the event that the Claimant provides proper particulars of the case that he makes. The matters set out in this Defence are without prejudice to the forgoing.

3. For the avoidance of doubt:-
 - 3.1. the Defendant is not a management company but rather is a housing trust;
 - 3.2. the Claimant has failed to provide any proper particulars of the breach of the Data Protection Act 1998 that he alleges against the Defendant;
 - 3.3. the Claimant has failed to provide any particulars of the contract referred to with the third party private parking operator;
 - 3.4. the Claimant has failed to provide proper particulars of the alleged unlawfulness of "their contractor" , including but not limited to what personal data was alleged to have been obtained from DVLA when and how it is alleged that the data was *unlawfully obtained and when and in what circumstances that data was unlawfully processed*;

- 9.1. It is presumed that any personal data provided by DVLA in or connected with those proceedings was provided legitimately and because the third party parking operator referred to by the Claimant was to be pursuing a legitimate interest.
 - 9.2. The provision of that data by DVLA to the parking contractor could not constitute a breach of the Data Protection Act by the Defendant.
 - 9.3. Any alleged data processing by the parking operator was done on its own account.
 - 9.4. Although it is a matter between the parking contractor and the Claimant the alleged sharing of that data with TRACE and/or Gladstones was presumably for the purpose of or in connection with legal proceedings and therefore could not constitute a breach of the Data Protection Act
10. No admissions are made to the alleged complaints (none of which has been particularised) purportedly made by the Claimant to the Defendant whether for 12 months or any other alleged period.
 11. The Claimant is put to strict proof of any alleged damage caused by any actionable breach by the Defendant such as would give rise to a cause of action in the Claimant.
 12. The Claimant has failed to provide any proper particulars of the grounds upon which it is alleged that the Defendant is vicariously liable for any action constituting or alleged to be a breach of the Data Protection Act 1998.
 13. Without prejudice to that contention it is expressly denied that the Defendant is liable whether vicariously or at all for any alleged breach of the Data Protection Act 1998 whether as pleaded in the Particulars of Claim or otherwise.
 14. For the further avoidance of doubt even were the Claimant able to provide the particulars referred to above in 3, the Defendant puts the Claimant to strict proof that any breach of the Data Protection Act by a third party can amount to a breach by the Defendant and that the Defendant authorised such a breach.
 15. In the premises it is denied that any proper or sustainable claim for damages whether as pleaded or otherwise arises against the Defendant or that the Claimant is entitled to any relief or any sum whether as claimed or at all.