

Euro Parking Services



Euro Parking Services Ltd. vs Christine Dwyer

Case No. H8GF4W86

A precedent has been set following a court hearing, which will be of great benefit for Parking Operators (Euro Parking Services Ltd. vs Christine Dwyer Case No. H8GF4W86)

Background

On 15th April 2017, the vehicle was observed to be parked and unattended at the site. Photographic evidence showed that the vehicle was parked outside a marked bay/space. Euro Parking Services Ltd., therefore, requested the registered keeper's ('RK') details from the DVLA under the terms of the KADOE. These were supplied to us by the DVLA, and a postal PCN was sent to the RK, a Hire Company in this case, on 19th May 2017.

A Transfer of Liability (TOL) was received by our office, dated the 25th May 2017. Euro Parking Services Ltd. accepted the defendant's details for the defendant now being the 'keeper' of the vehicle under the Protections of Freedoms Act 2012 ('POFA') Schedule 4. As can be seen on the TOL, the person named is the defendant in this case, and it confirms they had entered into a two-year lease agreement for the vehicle that this claim relates to. Due to their GDPR requirements, the hire purchase company would not be able to reveal the full hire agreement signed by the defendant.

Three letters were sent to the defendant; Notice to Hirer, reminder, Letter before court action and no response received by Euro Parking Services Ltd. The case was then handed over to Euro Parking Services' solicitors for litigation.

Three other letters were sent by solicitors for Euro Parking Services Ltd., and eventually, the defendant responded. **Her defence was that she could not remember who was driving as her husband and she had access to the vehicle.**

As the defendant failed to sufficiently rebut the presumption that was driving or nominate their husband at that time, Euro Parking Services Ltd. continued to pursue them as the 'keeper' of the vehicle under POFA, and she remains liable for the PCN irrespective of her driving or not.

At the Court Hearing

The Litigation Officer was present for Euro Parking Services Ltd. at the hearing. The DDJ accepted that the defendant, Catherine Dwyer (who did not attend), was the driver/keeper even though Euro Parking Services Ltd. did not have a signed agreement from the car leasing company; we had made attempts to obtain it, but due to GDPR rules, we were unable.

There were further several clarifications the DDJ asked for, such as signage, marked lines, which our Litigation Officer was able to explain.

The DDJ found judgement in favour of Euro Parking Services Ltd. and awarded us **£245.00**

This was a test case because Euro Parking Services Ltd. did not have the signed agreement.

Outcome

In future, if we get similar cases, we can now refer to this case as acceptance of a letter from the vehicle leasing company as proof of TOL.

Euro Parking Services Ltd

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