

15 April 2014

Reference: 7910004001 always quote in any
communication with POPLA

John Doe (Appellant)

-v-

SIP Parking Limited t/as SIP Car Parks (UK) Ltd, ANPReye, Morgan
Knightley & Co, SIP Car Parks & Simple Intelligent Parking (Operator)

The Operator issued parking charge notice number 911764 arising out
of the presence at Jersey Street Car Park, on 17 February 2014, of a
vehicle with registration mark XXXXXXXX.

The Appellant appealed against liability for the parking charge.

The Assessor considered the evidence of both parties and determined
that the appeal be **refused**.

The Assessor's reasons are as set out.

In order to avoid any further action by the operator, payment of the
£100 parking charge should be made within 14 days.

Details of how to pay will appear on previous correspondence from the
operator.

Reasons for the Assessor's Determination

It is the Operator's case that a parking charge notice was correctly issued, giving the reason as: '*No ticket displayed*'. The Operator submits that a parking charge is now due in accordance with the clearly displayed terms of parking.

The Appellant does not dispute that he failed to purchase and display a valid ticket.

It is the Appellant's case that he was unable to purchase a valid ticket as the machine was broken, and the sign referring to the pay by phone service stated that it was 'coming soon', indicating that it was not yet possible to pay by phone.

The Operator disputes that the machine in question was broken, and submits that, in any case, the terms of parking were clear that it was possible to pay for parking using the telephone service. The Operator submits that there was a large sign next to the pay machine which gave instructions as how to pay by phone. Furthermore, the Operator submits that, in any case, the terms of parking included a helpline telephone number which the Appellant ought to have telephoned.

I am not able to take into account mitigating circumstances. That an Appellant feels he or she had good reason for failing to comply with the terms of parking is not a reason for which I can allow an appeal. When parking on private land, a motorist freely enters into an agreement to abide by the conditions of parking in return for permission to park. It is the motorist's responsibility to ensure that he or she abides by any clearly displayed conditions of parking. It was a clear term of parking that the Appellant would pay for parking, or face liability for a parking charge. If the Appellant could not pay for parking using the machine on site, then he ought to have paid using the telephone service. If the Appellant could not pay for parking using the machine on site, or by phone, then he ought to have telephoned the helpline number advertised.

I note that there is a dispute between the parties as to when the pay by phone signs were erected and when certain photographs taken; however, I am satisfied from the evidence before me that the sign advertising the helpline was present when the Appellant parked, even if the pay by phone instructions were later erected.

I find that, by failing to pay for parking, the Appellant became liable for a parking charge notice, in accordance with the terms of parking displayed.

Accordingly, I refuse the appeal.

Christopher Adamson
Assessor