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In the County Court at xxx **Claim Number:** xxx

Between:

CIVIL ENFORCEMENT LIMITED (Claimant)

-and-

XXX (Defendant)

Hearing date: xxx

WITNESS STATEMENT OF DEFENDANT

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1 I am Mr xxx of xxx, and I am the defendant against whom this claim is made. The facts below are true to the best of my belief and my account has been prepared based upon my own knowledge.

2 In my statement I shall refer to exhibits within the evidence supplied with this statement, referring to page and reference numbers where appropriate. My defence is repeated, and I will say as follows:

Sequence of events

3 I am not local to the parking location in question and therefore had no prior knowledge of the parking regime in place. I was present simply to meet an old friend, who had been visiting London from Switzerland, before their return flight from London City Airport. On this basis I searched the internet for a convenient location to meet, deciding on the Fox@Connaught bar. Exhibit xxx-01 is a screenshot of a WhatsApp conversation confirming my intention to patronise the Fox@Connaught bar.

4 Upon arrival I did make note of the parking signs, but they were misleading because they refer to "Connaught Hotel" only and that the "permit" (no further details given) must be obtained "at the hotel reception". The bar and hotel are distinct entities, evidenced by the separate websites maintained by the owner for each: www.foxbars.com and www.connaughthousehotel.com (accessed on 26 Oct 2020), respectively. It is normal for hotels to ask for the registration number of a guest's vehicle, so I believed that to be the situation in this case and therefore not necessary if only patronising the bar facilities.

5 Upon entering the bar's premises my first thought in that moment was on finding my friend, not the parking requirements. When at the bar purchasing drinks the staff member made no mention of obtaining a parking permit, nor was a tablet evident for this purpose. Note that the bar is a substantially long L-shape, making it impractical to place tablet devices such that they are evident to patrons from all positions (assuming any were present). Exhibit xxx-02 shows the general arrangement of the bar (taken from www.foxbars.com/foxconnaught/connaught-bar). The remainder of my time was spent catching up with my friend so unfortunately it simply slipped my mind to confirm the need for a permit, or otherwise. I did not act with malicious intent.

6 Upon receiving notification of the purported parking charge from the Claimant I followed their appeals process, including providing proof of payment (exhibit xxx-03). Note that the drinks were purchased by my friend, hence the reference to Swiss Francs and the redacted nature of the evidence. I had expected this to be the end of the matter on the basis that it was evident a simple mistake had occurred and that there was no misuse of the parking facilities. Unfortunately, the Claimant made no attempt to consider the specific circumstances or negotiate (a reduced fee

for a first-time offence, for example). This behaviour suggests that they are attempting to apply a penalty.

7 Ultimately, the car park is provided free-of-charge for patrons and therefore there is an implied right to park. This is enhanced by the fact that the registration numbers submitted are not validated in any way (by evidence of a purchase receipt as seen in many supermarket parking regimes, for example). In effect the system in place relies on goodwill, which was not broken in this case nor has the Claimant argued that the car park was misused.

The Beavis case is against this claim

8 This situation can be fully distinguished from *ParkingEye Ltd v Beavis* [2015] UKSC67, where the Supreme Court found that whilst the £85 was not (and was not pleaded as) a sum in the nature of damages or loss, ParkingEye had a legitimate interest in enforcing the charge where motorists overstay in order to deter them from occupying spaces beyond the time paid for, thus ensuring further income for the landowner by allowing other motorists to occupy the space. The Court concluded that the £85 charge was not out of proportion to the legitimate interest (in that case, based upon the facts and clear signs) and therefore the clause was not a penalty.

9 However, there is no such legitimate interest where no fee or time limit is prescribed. As such, I take the view that the parking charge in this case is a penalty, and therefore unenforceable. This is representative of the "concealed pitfalls or traps" that the Supreme Court had in mind when deciding what constitutes the rare and unique case of a 'justified' parking charge as opposed to an unconscionable one.

Confirmation of authority

10 The Claimant has previously produced a 'confirmation of authority' which has little or no probative value (exhibit xxx-04). It is sorely lacking in detail on how the Claimant intends to "undertake parking management" (how does the permit system work, for example?) and there is no regard given to genuine patrons where evidence is provided (as in this case). Further, two Directors have not signed this contract for either party, contrary to the Companies Act. The network of contracts is key in these cases, since parking charges are argued to be contractual and the authority to sue visitors must flow from the landowner, not an agent.

Abuse of process – the quantum

11 The Claimant has added a sum disingenuously described as 'damages/admin' or 'debt collection costs'. The added £40 constitutes double recovery and the court is invited to find the quantum claimed is false and an abuse of process – see exhibit xxx-07 – transcript of the Approved judgment in *Britannia Parking v Crosby* (Southampton Court 11 Nov 2019). That case was not appealed and the decision stands.

12 Whilst it is known that another case that was struck out on the same basis was appealed to Salisbury Court (the *Semark-Jullien* case), the parking industry did not get any finding one way or the other about the illegality of adding the same costs twice. The Appeal Judge merely pointed out that he felt that insufficient information was known about the *Semark-Jullien* facts of the case (the Defendant had not engaged with the process and no evidence was in play, unlike in the Crosby case) and so the Judge listed it for a hearing and felt that case (alone) should not have been summarily struck out due to a lack of any facts and evidence.

13 The Judge at Salisbury correctly identified as an aside, that costs were not added in the Beavis case. That is because this had already been addressed in ParkingEye's earlier claim, the pre-Beavis High Court (endorsed by the Court of Appeal) case *ParkingEye v Somerfield* (ref para 419): https://www.bailii.org/ew/cases/EWHC/QB/2011/4023.html
"*It seems to me that, in the present case, it would be difficult for ParkingEye to justify, as against any motorist, a claim for payment of the enhanced sum of £135 if the motorist took the point*

that the additional £60 over and above the original figure of £75 constituted a penalty. It might be possible for ParkingEye to show that the additional administrative costs involved were substantial, though I very much doubt whether they would be able to justify this very large increase on that basis. On the face of it, it seems to me that the predominant contractual function of this additional payment must have been to deter the motorist from breaking his contractual obligation to pay the basic charge of £75 within the time specified, rather than to compensate ParkingEye for late payment. Applying the formula adopted by Colman J. in the Lordsvale case, therefore, the additional £60 would appear to be penal in nature; and it is well established that, in those circumstances, it cannot be recovered, though the other party would have at least a theoretical right to damages for breach of the primary obligation."

14 This stopped ParkingEye from using that business model again, particularly because HHJ Hegarty had found them to have committed the tort of deceit by their debt demands. So, the Beavis case only considered an £85 parking charge but was clear at paras 98, 193 and 198 that the rationale of that inflated sum (well over any possible loss/damages) was precisely because it included (the Judges held, three times) "all the costs of the operation". It is an abuse of process to add sums that were not incurred. Costs must already be included in the parking charge rationale if a parking operator wishes to base their model on the *ParkingEye v Beavis* case and not a damages/loss model. This Claimant cannot have both.

15 This Claimant knew, or should have known, that adding £40 in costs to the global sum claimed is unrecoverable due to: the POFA at 4(5); the Beavis case paras 98, 193 and 198 (exhibit xxx-06); the earlier *ParkingEye Ltd v Somerfield* High Court case; and the Consumer Rights Act 2015 ('CRA') Schedule 2, paras 6, 10 and 14. All of those seem to be breached in this case and the claim is pleaded on an incorrect premise with a complete lack of any legitimate interest.

16 Not drawing onerous terms to the attention of a consumer breaches Lord Denning's 'red-hand rule'. Consumer notices are never exempt from the test of fairness and the court has a duty under s71 of the CRA to consider the terms and the signs to identify the breaches of the CRA. Not only are the car park notices devoid of the added sum (see exhibit xxx-05), but the official CMA guidance to the CRA covers this and makes it clear that words like 'indemnity' are objectionable in themselves and any term trying to allow a trader to recover costs twice would (of course) be void, even if the added sum was on the signs.

CPR 44.11 – further costs

17 I am appending with this bundle a costs assessment (exhibit xxx-08). I invite the court to consider making an award to include these, pursuant to its powers in relation to misconduct (CPR 44.11). In support of that argument, I remind the court that I appealed and engaged with the Claimant at every step and that they have known all along that I was a genuine patron and so used the car park as intended. Not only could this claim have been avoided, but it is also vexatious to pursue an inflated sum that includes double recovery.

My fixed witness costs – ref PD 27, 7.3(1) and CPR 27.14

18 As a litigant in person I have had to spend a considerable amount of time familiarising myself with relevant law, preparing my defence and witness statement, plus other ancillary tasks required of me. I ask for my fixed witness costs. I understand that costs on the Small Claims track are governed by rule 27.14 of the CPR and (unless a finding of "wholly unreasonable conduct" is made) the Court may not order a party to pay another party's costs, except fixed costs such as witness expenses which a party has reasonably incurred in travelling to and from the hearing (including fares and/or parking fees) plus the court may award a set amount allowable for loss of earnings or loss of leave.

19 The fixed sum for loss of earnings/loss of leave apply to any hearing format and are fixed costs at PD 27, 7.3(1) *"The amounts which a party may be ordered to pay under rule 27.14(3)(c) (loss of*

earnings)... are: (1) for the loss of earnings or loss of leave of each party or witness due to attending a hearing ... a sum not exceeding £95 per day for each person."

Statement of Truth

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Defendant's signature:

Defendant's name: xxx

Date:

Exhibit xxx-01: WhatsApp conversation

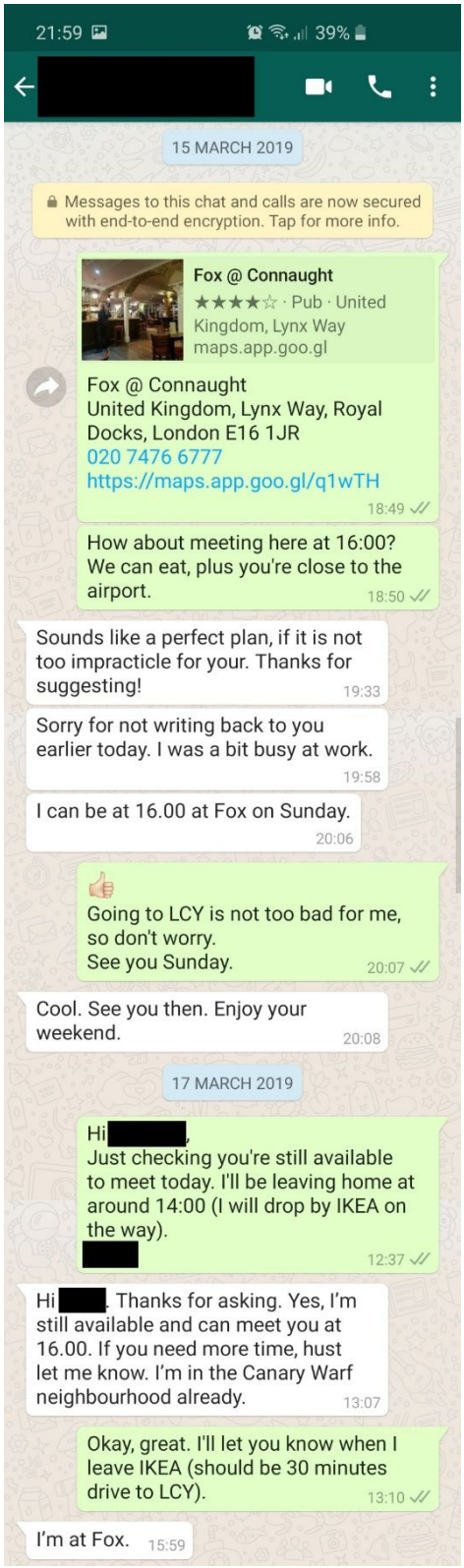

Exhibit xxx-02: Interior of the Fox@Connaught bar

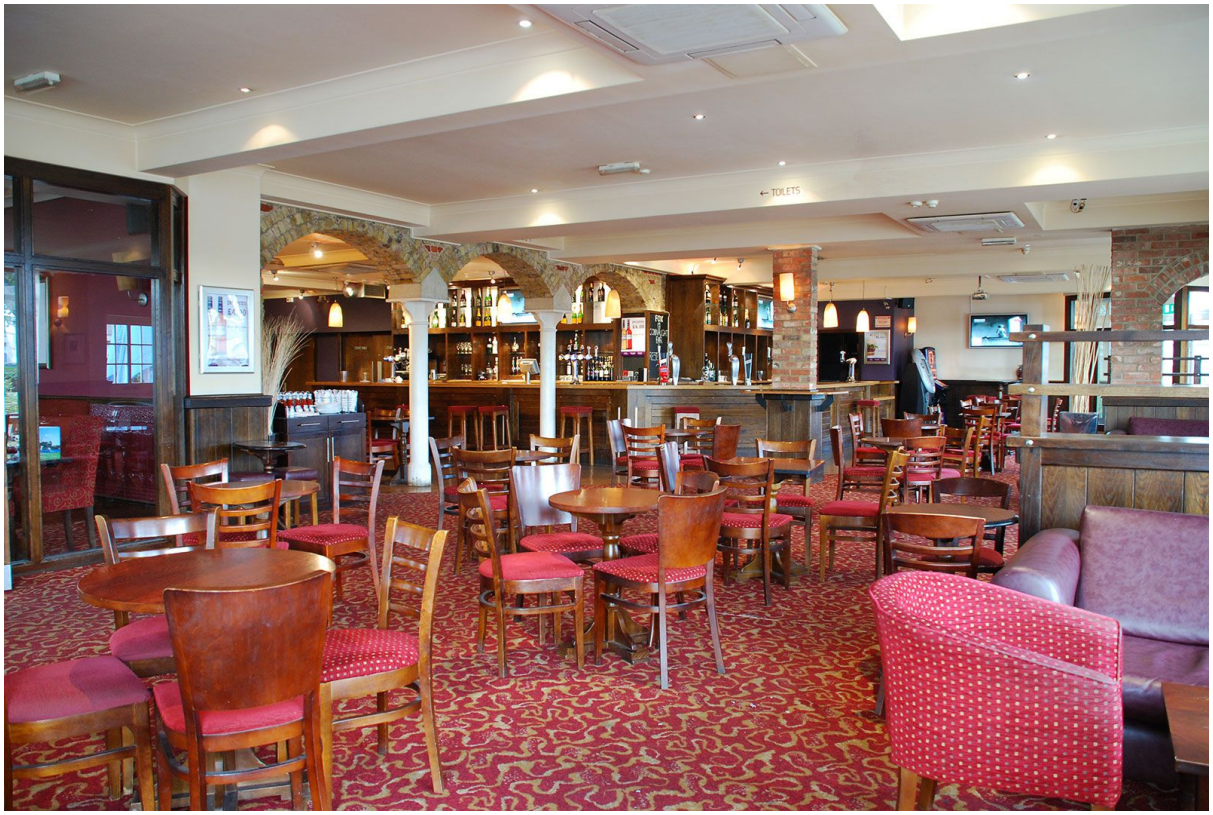

Exhibit xxx-03: Proof of payment

17.03.2019 **14.64–**

FOX CONNAUGHT LIMITED LONDON GBR
GBP 10.70
Exchange rate 1.3517 of 15.03.2019 CHF 14.47
1.20% processing fee CHF 0.17

CONFIRMATION OF AUTHORITY

PREMISES: CONNAUGHT HOUSE H012

LAND CONTROLLER: FOX CONNAUGHT LTD

OPERATOR: CIVIL ENFORCEMENT LTD

ENFORCEMENT POLICY: PERMIT HOLDER ONLY

The Land Controller authorises the Operator to undertake parking management, control and enforcement at the Premises, to include the issue of Parking Charge Notices to vehicles at the Premises, under contract law, trespass law or for the breach of any of the terms which the Company displays on its signage at the Premises. The Operator is further authorised to pursue any outstanding Parking Charge Notices in accordance with the Code of Practice of the Approved Operator Scheme of a DVLA Accredited Parking Association.

SIGNATURE: [redacted]

NAME: [redacted]

DATE: 20/9/18

Exhibit xxx-05: Car park notice

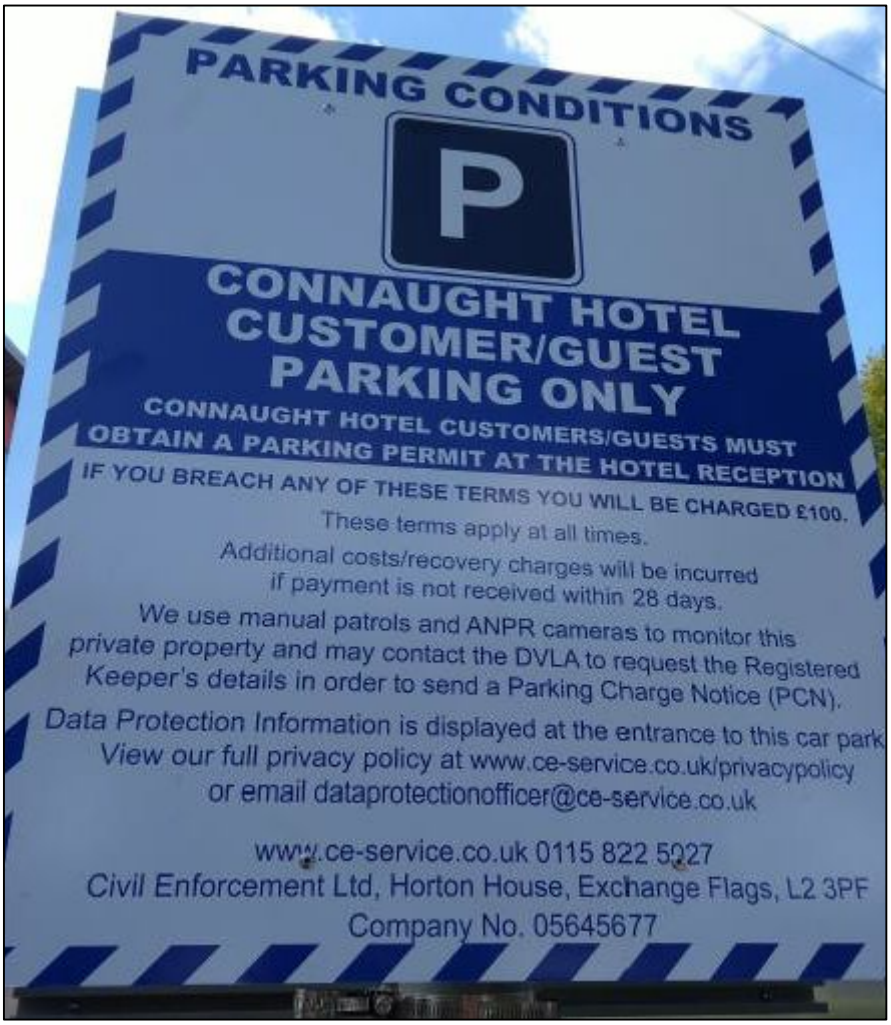

Exhibit xxx-06: *ParkingEye Limited v Beavis* – Paragraphs 98, 193 and 198

98. Against this background, it can be seen that the £85 charge had two main objects. One was to manage the efficient use of parking space in the interests of the retail outlets, and of the users of those outlets who wish to find spaces in which to park their cars. This was to be achieved by deterring commuters or other long-stay motorists from occupying parking spaces for long periods or engaging in other inconsiderate parking practices, thereby reducing the space available to other members of the public, in particular the customers of the retail outlets. The other purpose was to provide an income stream to enable ParkingEye to meet the costs of operating the scheme and make a profit from its services, without which those services would not be available. These two objectives appear to us to be perfectly reasonable in themselves. Subject to the penalty rule and the Regulations, the imposition of a charge to deter overstayers is a reasonable mode of achieving them. Indeed, once it is resolved to allow up to two hours free parking, it is difficult to see how else those objectives could be achieved.

193. The penalty doctrine is therefore potentially applicable to the present scheme. It is necessary to identify the interests which it serves. They are in my view clear. Mr Beavis obtained an (admittedly revocable) permission to park and, importantly, agreement that if and so far as he took advantage of this it would be free of charge. ParkingEye was able to fulfil its role of providing a traffic management maximisation scheme for BAPF. The scheme met, so far as appears, BAPF's aim of providing its retail park lessees with spaces in which their customers could park. All three conditions imposed were directed to this aim, and all were on their face reasonable. (The only comment that one might make, is that, although the signs made clear that it was a "Customer only car park", the Parking Charge of £85 did not apply to this limitation, which might be important in central Chelmsford. The explanation is, no doubt, that, unlike a barrier operated scheme where exit can be made conditional upon showing or using a ticket or bill obtained from a local shop, a camera operated scheme allows no such control.) The scheme gave BAPF through ParkingEye's weekly payments some income to cover the costs of providing and maintaining the car park. Judging by ParkingEye's accounts, and unless the Chelmsford car park was out of the ordinary, the scheme also covered ParkingEye's costs of operation and gave their shareholders a healthy annual profit.

198. The £85 charge for overstaying is certainly set at a level which no ordinary customer (as opposed to someone deliberately overstaying for days) would wish to incur. It has to have, and is intended to have, a deterrent element, as Judge Moloney QC recognised in his careful judgment (para 7.14). Otherwise, a significant number of customers could all too easily decide to overstay, limiting the shopping possibilities of other customers. Turnover of customers is obviously important for a retail park. A scheme which imposed a much smaller charge for short overstaying or operated with fine gradations according to the period of overstay would be likely to be unenforceable and ineffective. It would also not be worth taking customers to court for a few pounds. But the scheme is transparent, and the risk which the customer accepts is clear. The fact that, human nature being what it is, some customers under-estimate or over-look the time required or taken for shopping, a break or whatever else they may do, does not make the scheme excessive or unconscionable. The charge has to be and is set at a level which enables the managers to recover the costs of operating the scheme. It is here also set at a level enabling ParkingEye to make a profit. Unless BAPF was itself prepared to pay ParkingEye, which would have meant, in effect, that it was subsidising customers to park on its own site, this was inevitable. If BAPF had attempted itself to operate such a scheme, one may speculate that the charge might even have had to be set at a higher level to cover its costs without profit, since ParkingEye is evidently a specialist in the area.

Exhibit xxx-07: *Britannia Parking Group Ltd v Crosby* judgment

A transcript of the judgment in *Britannia Parking Group Ltd v Crosby* begins on the following page.

IN THE SOUTHAMPTON COUNTY COURT

No. F0DP806M
F0DP201T

Courts of Justice
London Road, Southampton

Monday, 11 November 2019

Before:

DISTRICT JUDGE GRAND

B E T W E E N :

BRITANNIA PARKING GROUP LTD — Claimant

- and -

(1)

Defendants

(2) CHRIS CROSBY

MR H. MAINWARING (instructed by Messrs BW Law) appeared on behalf of the Claimant.

The First Defendant appeared in person.
MRS REEVES appeared on behalf of the Second Defendant.

[*Transcript produced from poor quality audio recording – one channel working out of two*]

J U D G M E N T

THE DISTRICT JUDGE:

1 I have two applications before me in two sets of proceedings although the applications are essentially the same. Both sets of proceedings were before District Judge Taylor in May of this year. They are both claims by Britannia Parking Group Ltd trading as Britannia Parking, one against Mr Chris Crosby and the other against Mr. Both relate to parking penalty charge notices issued against the respective defendants and both include in the claim a claim that is expressed in the claim form as a claim for £60 additional expenses pursuant to PCN terms and conditions.

2 In response to both matters a defence has been put in – the defences are not identical – and the matter came before District Judge Taylor in box work for consideration with directions questionnaires, the matters having been transferred out of the money claims centre. In both matters he struck out the claims as an abuse of process, the reasons given being that the claimant claims a substantial charge additional to the parking charge, which it is alleged the defendants failed to pay; and that the additional charge is not recoverable under the Protection of Freedoms Act 2012 Schedule 4 nor with reference to the judgment in Parking Eye v Beavis ; and that it is an abuse of process for the claimant to issue a knowingly inflated claim for an additional sum which it is not entitled to recover.

3 Of course it also contained a notice pursuant to rule 3.3 that either party has the right to apply and that is exactly what the claimant has done in both cases. They have applied for District Judge Taylor's order to be set aside and for directions to be given. In support of that, I have the statement of Colin Brown and a second statement from Colin Brown and I have had skeleton arguments today from Mr Mainwaring, counsel who appears on behalf of the claimant, and Mrs Reeves who is the lay representative for Mr Crosby.

4 I have heard submissions from Mr Mainwaring, Mrs Reeves, and also very briefly from Mr. who takes a very different position from Mr Crosby. I think it is probably fair to describe him today as almost a spectator in that he raised a defence under the Bills of Exchange Act but does not contest the parking charge and does not really resist the claimant's application.

5 What I should also mention is that when the claimant submitted its application, it requested that it be placed in front of a circuit judge. His Honour Judge Hughes QC is the designated civil judge for this area. He directed that the matter be listed with a time estimate of 30 minutes before a full time district judge which is what it has been, although it has overrun its time estimate. The skeleton arguments, with which I have been provided, can only be described as very full.

6 All these parking cases now operate under the shadow of the Supreme Court decision of *Parking Eye v Beavis*. Prior to the Supreme Court's decision in *Parking Eye v Beavis* there was litigation going on up and down the country around all sorts of issues which were raised by defendants but resisted by parking companies. The bringing of the case before the Supreme Court --- maybe I should not say it was intended to provide a definitive answer to the issues being raised, but certainly it was the hope that the decisions which were being made by the courts up and down the country would become very much simpler as a result of the matter going to the highest court in the land and that court giving a judgment. The charge in that case (Beavis) was £85. One may say it was disproportionate for such a case to go to the Supreme Court but the volume of cases and the amounts of money involved overall, led to that happening. Those challenging parking charges were to be disappointed

by the decision of the Supreme Court which essentially decided that the parking charges were not a penalty. They did that after careful consideration, and a lengthy case report of the judgments given was released.

7 So it is against that background that we have this case before us. What the Supreme Court decided was that the charge of £85 as a parking charge was reasonable and acceptable, lawful, legitimate and entirely defensible and appropriate within the scheme of the regime of parking charges.

8 The reason District Judge Taylor gave for striking out the claim in this case is that there is an additional substantial charge which the claimant in this case is seeking to make. He is criticised for giving very brief reasons for the strike out but in fact his reasons are substantially longer than the original particulars of claim which set out the additional parking charge of £60.

9 It seems to me that there are two issues here; first of all, whether it is appropriate for the additional charge to be struck out and then, secondly, whether the striking out should take with it the whole of the claim or whether the court should strike out the £60 charge and leave outstanding the £100 charge which is within the bounds of what the Supreme Court considered reasonable in *Parking Eye v Beavis*.

10 Mr Mainwaring on behalf of the claimant says that this is more a matter for evidence or substantial consideration at trial whereas Mrs Reeves on behalf of Mr Crosby cites a number of paragraphs from the *Beavis* judgment, suggesting that the Supreme Court decided that the charge of £85 for overstaying in a car park was reasonable but higher charges were not to be.

11 It is difficult to do justice to absolutely everything which has been put before me in the skeleton arguments and the submissions today but I will deal with them, I hope, as clearly and as briefly as I can.

12 Reference is made by the Claimant to the guidance provided by the British Parking Association (and the British Parking Association code of practice was referred to in the Supreme Court decision of *Parking Eye v Beavis)*. That judgment also refers to the statutory instrument which sets out what local authorities may charge by way of parking charges. It does seem to me that the Supreme Court gives a somewhat uncritical consideration of the BPA Code of Practice, in that the BPA is an association of parking companies. The guidance is produced by parking companies for parking companies largely for their own benefit. They refer to the fact that there is only one such association. So when the claimant asks me to look at the BPA Code of Practice, which says that a £60 charge is a reasonable charge to make, I treat it with massive scepticism because it seems to me that it is entirely self-serving for the British Parking Association to give guidance to parking companies of what are appropriate additional charges. I have much greater respect as I should to the Supreme Court decision about what is reasonable.

13 I was taken by Mrs Reeves in her submissions to para.98 of *Beavis* where it is explained why the £85 charge is reasonable. It says that it has two main objectives; one is to manage the efficient use of parking spaces and this was to be achieved by deterring commuters or other long-stay motorists from occupying parking spaces for long periods. The other purpose was to provide an income stream to enable Parking Eye to meet the costs of operating the scheme and make a profit from its services. The judgment goes on at para.193 to say that the scheme also covered Parking Eye's costs of operation and gave their shareholders a healthy annual profit.

14 And again at para.198:

> "The charge has to be and is set at a level which enables the managers to recover the costs of operating the scheme. It is here also set at a level enabling Parking Eye to make a profit.

15 It seems to me absolutely clear from the Supreme Court judgment that what they were determining was what a reasonable charge was in the context of running these parking schemes. Some people will stay within the rules and will pay nothing or pay a small charge. Others will overstay and will pay much larger charges which the Supreme Court has found to be a proportionate and reasonable penalty. The Supreme Court considered a charge of £85 and determined that that is not an unacceptable charge.

16 What we have here is essentially a charge of £160 for parking although the advertised figure for the charge on the signage is £100. The £60 is based on the vague additional sentence on the sign saying that there may be other charges. The particulars of claim then refer to this almost as an afterthought in that it comes as the last line after reference to the claim for interest. The claim form says it is £60 for contractual costs pursuant to the PCN and the terms and conditions. It seems to me that that the £60 charge is quite transparently an attempt to gild the lily, to garnish the margin of what is provided in the Supreme Court decision of *Beavis* as to what is a reasonable charge in the circumstances and, to use District Judge Taylor's words, it is an inflated charge.

17 It has been suggested to me by Mr Mainwaring that somehow it is an additional charge for additional expenses which are caused by people who do not pay. The Supreme Court was concerned with a case of somebody who did not pay. This was the whole nub of what the case was about and it does not seem to me that it is appropriate for the parking companies, having won in the case of *Beavis* decided by the Supreme Court for the reasons given then to try to add on an additional charge.

18 It seems to me that it is absolutely clear from the Supreme Court decision that the intention was not for parking schemes to make charges for overstayers that amount to £160 or for there be one charge and then another substantial charge. Therefore what the claimant is seeking to do in this case is to charge far more to somebody who does not comply with the parking terms than was approved by the Supreme Court in *Beavis*. It does seem to me that the additional sum charged is unlawful.

19 I should mention that Mrs Reeves has raised before me the Consumer Rights Act and the court's responsibility under s71 to consider potentially unfair terms even if the issue is not raised by any of the parties. Mrs Reeves sought to take me to the Act and she has identified to me the three examples in schedule to the Act which she says makes this additional charge unfair. It is Schedule 2 to the Act which gives the examples of terms which may be regarded as unfair. Mrs Reeves refers to examples 6, 10 and 14. I have to say that it seems to me that Mrs Reeves is right to refer to them and even if I had not been with her on the question of the parking fine it does seem to me that these charges are unfair terms in that they fit the three examples of unfair terms.. The reference on the signs to charges seems to me simply to leave entirely to the discretion of the parking company what additional charges they may levy and is completely against the intention of the Consumer Rights Act legislation and the question of what terms are fair.

20 Example term 14 says:

> "A term which has the object or effect of giving the trader the discretion to decide the price payable under the contract after the consumer has become bound by it, where no price or method of determining the price is agreed when the consumer becomes bound."

21 That is bang on. It does not say that there will be an additional charge of £60. It just vaguely refers to further charges.

22 I further say that the charge of £60 on a parking charge of £100 is 60 per cent which is disproportionate. So, I find that the charge falls foul of the decision of *Beavis*, it falls foul of the unfair contract terms provisions of the Consumer Rights Act and it is quite clearly not a lawful charge.

23 It follows from that that I must come to consider whether striking out the whole claim is appropriate. The inclusion of the additional £60 charge is an attempt to go beyond the decision in *Parking Eye v Beavis* about what is reasonable and so not a penalty. The whole claim is tainted by it. Even if one treats it as separate from the parking charge, the claimant should have well known that it is not a charge which is lawful. The very fact that they bring a claim in these circumstances, it seems to me is an abuse of the process of the court. In saying that, I observe that with any claim which is put before the court, if a party does not put in a defence to the claim, then it is open to the claimant to enter a default judgment. I have no information about the numbers but I do not doubt that many default judgments are entered in cases containing these additional charges and the claimant then has the benefit of those judgments, including, as they do, additional charges which I have found to be unlawful. That reinforces why it is abusive to include unlawful additional charges in these claims.

24 So I conclude by saying that I dismiss the application to set aside District Judge Taylor's order.

CERTIFICATE

Opus 2 International Limited hereby certifies that the above is an accurate and complete record of the Judgment or part thereof.

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Tel: 020 7831 5627 Fax: 020 7831 7737
civil@opus2.digital

** This transcript has been approved by the Judge **

Exhibit xxx-08: Schedule of costs

DEFENDANT'S SCHEDULE OF COSTS

Ordinary costs

Loss of earnings due to court hearing attendance (xxx)	£95.00

Further costs due to Claimant's misconduct, pursuant to Civil Procedure Rule 44.11

16 hours at litigant in person rate of £19/hour	£304.00

Total costs claimed	£399.00

Defendant's signature:

Defendant's name: xxx

Date: