

27. In view of the Defendant not paying the charge within the initial 28 days allowed or the further 28 days allowed after the Notice to Keeper has been sent, the parking charge has become overdue and a reasonable sum of £60 has been added in respect of the debt recovery fees.
28. The Sign states the prescribed charge for failing to comply with the terms is £100, however it also specifies enforcement action may incur additional costs that will be added to the value of the charge. Further the Letter Before Claim also made it clear the debt may increase in respect of costs and interest if a claim had to be issued. Due to the Defendant not paying the charge the matter was passed to my Company's legal representatives, Gladstones Solicitors Ltd, who were instructed to commence legal proceedings. The potential additional costs mentioned above are now sought.
29. The debt has, as a result of this referral risen as my Company's staff have spent time and material in facilitating the recovery of this debt. This time could have been better spent on other elements of my Company's business. My Company believes the costs associated with such time spent were incurred naturally as a direct result of the Defendant's breach and as such asks that this element of the claim be awarded as a damage. The costs claimed are a pre-determined and nominal contribution to the actual losses. Alternatively, my Company does have a right to costs pursuant to the sign (i.e. the contract).

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true.

A handwritten signature in black ink, appearing to read 'Gavin Price', with a stylized, cursive script.

Signed:

Print: Gavin Price

Dated: 10/03/2020