

IN THE NEWPORT COUNTY COURT

SITTING AT CARDIFF CIVIL AND FAMILY JUSTICE CENTRE

CASE NO. M9KF59EP

Between

SMART PARKING LTD

Claimant

And

MR RICHIE YOUNG

Defendant

RESERVED JUDGEMENT OF DEPUTY DISTRICT JUDGE MCKAY

1. On 25th February 2026 I heard evidence and submissions in this small claim. There was a preliminary issue for me to deal with which required me to consider whether Mr Razza, who had attended the hearing intending to represent the Claimant, was entitled to a right of audience. In considering this issue I have borne in mind the provisions of the Legal Services Act 2007. In the case of *Vehicle Control Services and Stephen Langley* [2026] EWCC 1, District Judge Pratt considered whether a Solicitors Agent had a right of audience in a parking charge case similar to the present. Although a decision at District Judge level is not binding on me, the judgement is a comprehensive analysis of the law and the issues. It is correct to say that Solicitors and Barristers have rights of audience in the Courts. Solicitors can represent other solicitors as their agent. Traditionally, Managing Clerks, Legal Executives or Practice Managers who work directly for a solicitor have been allowed to represent them in Court. Some agencies such as ELMS Solicitors provide advocacy services by unqualified individuals on a contractor basis. It is suggested on behalf of ELMS Legal, in a practice note on rights of audience, that a right of audience is enjoyed by a person who is an authorised person in relation to advocacy in court or is an exempt person in relation to that activity. An authorised person would be a solicitor, barrister or Legal Executive. I accept that Edmund Shoreham-Lawson, the Principal of ELMS Legal Ltd is a qualified solicitor and able to be an advocate himself.
2. The issue for me to decide is whether unqualified persons, such as Mr Razza, come within the definition of an "exempt person". The definition of "exempt person" in Paragraph 1(7) of Schedule 3 of the Legal Services Act 2007 is as follows:

The person is exempt if ...(b) the person is assisting in the conduct of litigation – (i) under instructions given (either generally or in relation to the proceedings) by an individual who is an authorised person to conduct litigation and (ii) under the supervision of that individual and the proceedings are not reserved family proceedings.

It is my judgement that Mr Razza can be said to be assisting in the conduct of litigation as an advocate and acting under instructions from Mr Shoreham-Lawson but I do not consider that it has been proved that Mr Shoreham-Lawson is supervising Mr Razza in any meaningful sense of the word. I disagree with the contents of the note from ELMS Solicitors when it says

that the supervision of advocates is a regulatory function and not one that concerns the Courts. The case of *Hollins v Russell* [2003] EWCA Civ 718 is referred to as supporting this proposition. This was a case about Conditional Fee Agreements and is of relevance because that case considers the validity of an agency agreement which is not dissimilar to that in the present case.

3. In my judgement the arrangements created by ELMS Solicitors and similar operators have the potential to undermine the integrity of the legal system. To allow unqualified persons to routinely represent parties in Court if they cannot properly be said to be supervised and are not accountable to any regulated professional body is an unsafe practice and is not permitted by the Legal Services Act 2007. I doubt that Mr Razza has ever met Mr Shoreham-Lawson or ever had a proper supervision session with him. If I am wrong about that, then it is for Mr Shoreham-Lawson to satisfy the Court that he has a proper system of supervision in place. In paragraph 195 of the judgement of Lord Justice Brooke in *Hollins v Russell*, he says that the Court of Appeal would not wish to be prescriptive about the form which the supervision should take, provided that an appropriate system has been set up. The practice note from ELMS Legal says that all advocates having been accepted to take instructions are provided with the requisite letters of instruction, training and support and are required to provide comprehensive attendance notes for supervisory purposes. In my judgement, this paragraph is too light on detail. The Judge is entitled to be re-assured that a proper system of supervision is in place before he permits an unqualified advocate to address him. I have no idea how many unqualified advocates are supervised by Mr Shoreham-Lawson. It could be dozens or even hundreds. I have no idea of how Mr Shoreham-Lawson arranges training and support for the advocates. He should provide sufficient information for the Court to be satisfied that the person appearing is entitled to an exemption. He has not done so in this case. I am therefore justified in not allowing Mr Razza rights of audience.

4. The other issue in this case for me to resolve is the Claimant's liability for costs after they filed a Notice of Discontinuance on the 28th November 2025. The original claim of the Claimant was to recover a parking charge which was incurred on 27th September 2020. The claim was issued on the 8th September 2025. The claim related to the Defendant parking at Cardiff Gate Retail Park over the permitted time. The initial charge was £60 but because the Defendant failed to pay this sum within the prescribed period it increased to £170. The Defendant stated that the first time he was aware of the charge was on the 7th June 2025 when he received a letter dated 29th May 2025 from the Claimant's representatives. There was correspondence between the parties which resulted in the Claimant agreeing to reset the parking charge at a discounted sum of £60. The Defendant agreed to pay this sum to the Claimants which he did on the 7th August 2025. They agreed that the payment would be accepted in full and final settlement. However, it appears that Direct Collection Bailiffs Ltd, who had been instructed by the Claimants to recover the debt, were either unaware of the settlement or ignored it. On the 24th September 2025 the Defendant sent an email to the Claimant warning them of the consequences if they continued with the action, including seeking recovery of his costs, on the indemnity basis. Despite this threat it took until the 28th November 2025 for the Notice of Discontinuance to be issued. Because of the

reluctance of Debt Collection Bailiffs Ltd to accept that the debt had been settled, Mr Young, the Defendant, made an application to the Court dated 15th December 2025 seeking an Order that the Notice of Discontinuance be set aside, the claim be struck out as an abuse of process and that he receive an award of costs on the indemnity basis by reason of the Claimant's unreasonable conduct.

5. Part 38 of the Civil Procedure Rules 1998 covers discontinuance. The general rule is that the party discontinuing is liable to pay the costs of the other party. However, this rule does not apply to claims allocated to the small claims track, such as the present case. The notes to CPR 38.6 in the CIVIL COURT PRACTICE state that discontinuance is a factor to bear in mind when considering whether a party to a small claim has behaved unreasonably and is therefore liable to pay costs in accordance with CPR 27.14(2)(g). I do not consider it appropriate to set aside the Notice of Discontinuance. Discontinuance was the appropriate course of action but, arguably, should have been taken sooner. The Defendant's case is that proceedings should never have been commenced because he requested details of the claim which had come 'out of the blue' and related to events 5 years earlier. He says that It was not unreasonable for him to request information about the claim and I agree. Given the substantial period of time since the alleged parking violation, the Defendant was entitled to seek further information, and the Claimant should have been more forthcoming. In my judgement the commencement of proceedings was premature in this case and the way in which the Claimant and its agent dealt with the claim and the Defendant was unreasonable. I apply the principles set out in the case of *Orton v Barclays Bank* [2025] EWCC 12. The Claimant's conduct has been proved to be unreasonable and is documented in the emails I have seen. The period of unreasonable behaviour by the Claimant lasted from 21st June 2025 to 28th November 2025, a period of 5 months. There is no satisfactory explanation for this unreasonable conduct. It has caused stress and anxiety to the Defendant. The Defendant made repeated requests to the Claimant to withdraw the claim which fell on deaf ears. I therefore order the Claimant to pay the Defendant's costs. However, I consider that it would be unduly penal to order that the Claimant pay costs on the indemnity basis, particularly as they are not represented in Court for the summary assessment. There is no evidence of improper conduct. They behaved unreasonably. I will therefore assess the costs on the standard basis. This means that I will only allow costs which are proportionate to the issues in dispute and resolve any doubt in favour of the paying party.
6. CPR 46.5 provides for remuneration where the party is a litigant in person. The purpose of a costs order in such a situation is to compensate the party for the time expended in preparing and presenting his case. The rate applicable is set out in CPR PD 46.3. Since October 2025 it has been £24 per hour. The Defendant provided 2 schedules of costs. The first was to cover Defending and Counterclaiming and the second covered the hearing on 25th February 2026. I have considered both schedules and applied the law as set out under CPR 38.6 and CPR 44.9(1)(c). I allow the costs claimed by the Defendant of Defending and Counterclaiming in the action which total £1066.80. The schedule of work done on documents is a comprehensive record of the time spent by the Defendant on the case. The time spent totals 43 hours and is reasonable given the

complexities of the issues and the amount of correspondence between the parties. The amount claimed is reasonable. The costs are proportionate to the issues which are not straightforward. The Defendant had to consider issues relating to Rights of Audience and the administration of parking charges. A significant number of authorities had to be considered together with the statutory rules dealing with Discontinuance and Costs.

7. The second schedule totals £802.00 and is in respect of the Defendant's application which I have heard on 25th February 2026. Although I did not set aside the Notice of Discontinuance, I did grant the Defendant his costs and in my judgement the application has been sufficiently successful to justify a costs order in favour of the Defendant for the costs of the hearing and preparation for it. The schedule claims for 19 hours work at £24 per hour plus the costs of the application fee of £313. I find that the number of hours spent is reasonable for a litigant in person dealing with an unusual application which resulted from proceedings which were commenced prematurely, over 5 years after the debt is claimed to have arisen. As for the application fee itself, the Defendant had to bring the matter before the Court by way of an application, and I am not going to penalise him for using inappropriate terminology in the application. He has achieved his aim, which was to obtain an order for costs against the Claimant.
8. The total order for costs against the Claimant is £1868.80 which shall be paid in 28 days.

Dated 30TH March 2026

Deputy District Judge Mckay.