

# Thornton v Shoe Lane Parking Ltd [1971]

The case is about terms of service use and where they should be stated.

## Evidence

The parking company used by the plaintiff put its price-list and a note indicating that drivers would be parking vehicles at their own risk on the outside of their lot. Mr Thornton, the plaintiff, paid for parking and left his car on the premises. The ticket he purchased said that service users agree to the conditions stated while within the parking territory. These rules indicated that the company was not liable for any injuries that may occur on its territory. The plaintiff had an accident on the premises and sued the company for damages.

## Problematics

After the accident, the parking company claimed that the plaintiff agreed to their conditions as he had paid for entering the parking premises and received a ticket proving as much. The terms of use were clearly stated on the premises and partially stated on the ticket itself. The plaintiff argued that the conditions stated on the premises did not coincide with the terms listed in front of the parking entrance and that he could only see them after having already bought a ticket.

## Resolution

In the end, the parking company was judged not to have sufficiently clarified the terms of use before Thornton agreed to the conditions. The full text of such terms had to have been put on the outside of the parking territory.

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