



The BVRLA Guide to

Road Traffic Offences

British Vehicle Rental and Leasing Association

Table of Contents

Introduction	3
Decriminalised Parking Contraventions	5
Local Authority Public Roads	5
Criminalised Parking Contraventions	8
Criminal parking offences	8
Local authority owned land – parking offences	8
Parking on Private Land	9
Protection of Freedoms Act	9
Dartford Crossing	13
Private Parking in Scotland and Northern Ireland	15
London Congestion Charge Scheme	16
Bus Lanes: Greater London	20
Bus Lanes: Outside Greater London	23
Moving Traffic Contraventions	25
Non-Endorsable	25
Speeding Fines	28
Drugs and Driving	29
Prescription medicines	29
Penalties for drug driving	30
Requests for Driver Details by the Police	31
Multiple Representations	32
Clamping and Removing of Vehicles	33
Persistent Evader Databases	34
Rejected Representation	35
What Next?	35
Making a Statutory Declaration	35
Parking, Bus Lanes and Moving Traffic Contraventions	35
London Congestion Charging	36

BVRLA Guide to Road Traffic Offences

Non-Criminal Contraventions	37
Putting your appeal across.....	38
Bailiffs.....	42
Annex A: Sample Representation Letter.....	43
Annex B: Hire Agreement Checklist	44
Annex C: Statutory Instruments.....	45
Annex D: Sample Appeal Letter	47
Annex E: Addendum Sheet	48
Annex F: Statement of Liability	49
Annex G: Dartford Crossing: Transfer of Liability Document.....	50

Introduction

The number of fines issued relating to road traffic and other offences have grown dramatically over the last 10 years. As a direct result of this, BVRLA members increasingly have to spend more time in dealing with offences that have been incurred by their customers/drivers.

The situation is further complicated as each road traffic offence is governed by its own legislation and process. This often leads to uncertainty as to whether a representation can be made to transfer the offence to the customer (referred to as a 'transfer of liability') or not. This has created additional burden and understandable confusion within the industry.

To ensure that this fundamental problem does not continue into the future, the BVRLA has insisted that the government works towards harmonising both existing and future legislation to create a single process for members to be able to make representations.

Whilst the BVRLA accepts that this is not going to be an easy task, it remains resolute that the enforcement authorities should operate under one simple and clear regime and that this should apply irrespective of the type of offence. In securing this objective, the Association believes that this should help to reduce the increasing cost burden and ensure that fines are successfully transferred to the customer, who after all committed the offence.

Meanwhile, the BVRLA fully appreciates the difficult and wholly unsatisfactory circumstances which members have to work under. To help remove the layer of complexities and de-mystify the existing processes so that members can navigate their way through this legal maze, the BVRLA's Legal and Policy Team has consolidated the key processes and technical requirements for each road traffic offence into this single guide. The guide aims to assist members in dealing with road traffic offences/penalty charge notices, appealing against decisions by enforcement authorities, making statutory declarations and helping members train staff on the subject.

Revised May 2017

Key Definitions

Hirer – This is the rental or leasing company's customer. It can be a driver, someone who has hired a vehicle or the lessee (individual or business).

Rental company – Is defined for the purposes of road traffic legislation as a company who hires vehicles to individuals or businesses for less than 6 months

Leasing company – Is defined for the purposes of road traffic legislation as a company who leases vehicles for more than six months on a permanent arrangement.

Statement of Liability – A statement which needs to be signed by the hirer to say they accept liability for road traffic offences. This could be found in the hire agreement, master hire agreement, leasing agreement or employment contract.

Penalty Charge Notice – Affixed to the vehicle when a vehicle has parked illegally. Penalty charge notices can be issued electronically

Parking Charge Notice – Issued by private parking companies under the Protection of Freedoms Act to alert a customer to the fact that they have breached the contract of the landowner where they are parked

Notice to Keeper – Issued by private parking companies under the Protection of Freedoms Act to request details of the hirer of a vehicle.

Notice to Owner – Issued by a council or local authority when a penalty charge notice, affixed to the windscreen, has been ignored by a driver.

Charge Certificate – Issued by a council or local authority when a penalty charge notice and a notice to owner have been ignored.

Statutory Declaration – often used by rental or leasing companies when they have not received any paperwork regarding a penalty charge notice. It requires a sworn declaration that no information has been received regarding the penalty charge notice.

Decriminalised Parking Contraventions

Local Authority Public Roads

Relevant legislation governing this regime

- ♣ Road Traffic Act 1991
- ♣ Road Traffic Offenders Act 1988
- ♣ Traffic Management Act 2004

Is transfer of liability permitted?

All decriminalised parking fines incurred by the hirer, issued by the local authority or council in which the contravention was committed, can be transferred on to the hirer regardless of the length of the agreement.

Making a representation to transfer liability

On receipt of a 'Notice to Owner' for a parking fine, you are able to transfer liability on to your hirers in a relatively straightforward manner.

Rental members should make representations on the grounds that they 'are a vehicle hire firm and the vehicle was on hire'. They will need to provide a valid hire agreement which contains the particulars of a hire agreement as stipulated by legislation.

This is contained at [Annex B](#) with a checklist to assist you with compliance at [Annex C](#).

Leasing members should make representations on the grounds that they "were not the owner of the vehicle at the time of the contravention." This is due to the permanency of the agreement which has the effect of transferring ownership (as defined in the legislation) to the hirer for the duration of the lease. It is recommended that, wherever possible, a standard letter (see [Annex A](#)) is provided with a screen print or vehicle schedule which should include the following:

- ♣ Name and address of the hirer
- ♣ Start date and end date of the contract, including any extension period
- ♣ Vehicle make and model
- ♣ A statement of liability

Members should be aware that some enforcement authorities may not take a literal interpretation of this information and offer a reasonable degree of flexibility. For example, many local authorities will not pay attention to which box a hire or leasing company have checked or require leasing companies to provide a standard letter or screen print. The above advice is the strict interpretation of the law.

Representation for camera enforced parking offences (eg CCTV)

If the parking offence is caught on camera, then a Penalty Charge Notice (PCN) will be issued through the post.

Cameras can only be used for enforcing: A bus lane; bus stop clearway or bus stand clearway; a keep clear zig-zag area outside schools; or a red route.

BVRLA Guide to Road Traffic Offences & Charges

If this is the case then the PCN is also treated as the Notice to Owner (NtO) and the registered keeper of the vehicle is required to make a representation to transfer liability at this stage.

The PCN will contain the relevant wording for the representation to be made by the registered keeper of the vehicle.

Traffic penalty tribunal

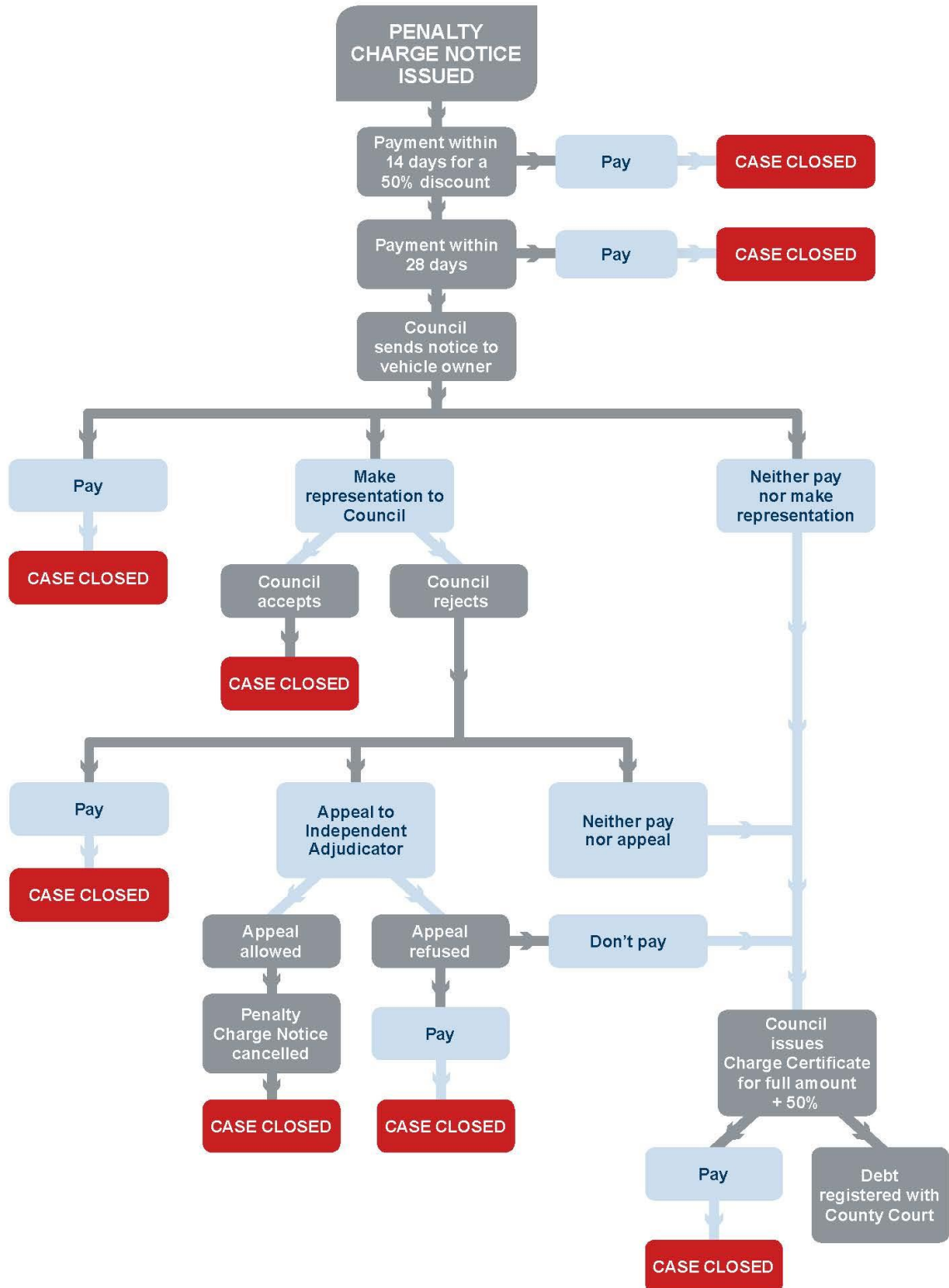
The Traffic Penalty Tribunal comprises of individually appointed independent adjudicators and a small team of administrative staff who work on their behalf. Adjudicators consider appeals against Penalty Charge Notices (PCNs) issued by the majority of councils in England and Wales (outside London) for:

- Parking contraventions;
- Bus lane contraventions;
- Moving traffic contraventions (such as box junctions and no right turns) - Wales only;
- Failing to pay a charge (Dartford river crossing and Durham congestion charging zone)

Members have the right to appeal to the tribunal against a penalty they think has been wrongly issued. However, an appeal to the tribunal is the final stage in the challenge process. Members are able to appeal to the tribunal only when they have gone all the way through the challenge process of the authority which issued the penalty and have had a formal Notice of Rejection of Representations.

There is no charge for bringing an appeal to the tribunal. Further information is available [here](#).

The fine process: Local authority public roads



Criminalised Parking Contraventions

Criminal parking offences

Some local authorities, outside London, have not taken over control of their parking regimes and it is therefore a criminal offence enforced by the Police.

Where these notices are received you should still be able to provide the hirers details to the Police as you would for a speeding fine.

Local authority owned land – parking offences

Local authorities may enforce parking on their own land, for example, in pay and display car parks, and issue fines where a ticket has either expired or not been displayed. The legislation varies between local authorities and it is recommended that in the first instance you make a representation to transfer liability on to the hirer.

Parking on Private Land

Landowners who allow parking on their land often outsource the enforcement to a third party. Car parks for supermarkets and other large retail premises tend to operate in this way.

Parking charge notices issued for parking on private land can either be deemed to be:

- i. a breach of contract between the driver parking the vehicle and the landowner or their agent;
- ii. a trespassing matter between the alleged offender and the landowner.

Contractual breach

The driver who parks in a car park has implicitly accepted the terms for parking offered by the private parking operator or landowner. A contract has therefore been made – and can be breached.

The private parking operator (or landowner) must make the terms and conditions for parking clear to users of the car park. This is generally done by displaying appropriate signage.

The contract between the car park user (the vehicle driver) and the private parking operator is broken if, for example, the driver outstays a time limit on parking, or occupies a space reserved for categories of car park user to which they do not belong, such as residents or employees. In such instances, the landowner or their agent can lawfully obtain registered keeper details from the DVLA and issue a parking charge notice.

Trespassing

The laws relating to parking on private land without permission from the landowner come under the law of torts (trespass). Anyone who parks on privately owned land without the permission of the landowner commits a trespass. If the landowner can prove that a trespasser has parked on their land without prior permission, they may be entitled to receive compensation or damages.

Protection of Freedoms Act

The Protection of Freedoms Act outlaws vehicle clamping on private land in England and Wales. The Act also gives private parking operators a legal right to ask the registered keeper of a vehicle to pay a parking charge notice (PCN) if it has been parked on private land and previously notified parking charges have not been paid in full.

A rental or leasing firm that is issued a PCN can:

1. Furnish the private parking operators with details of the customer who hired the vehicle at the time the contractual breach took place. To transfer liability for the PCN the rental or leasing firm must provide:
 - ♣ a signed statement to the effect that, at the material time, the vehicle was hired to a named person under a hire agreement;
 - ♣ a copy of the hire agreement; and
 - ♣ a copy of a statement of liability signed by the hirer under that hire agreement.
2. Make a representation that the vehicle has been stolen and provide a crime reference number.
3. Make a representation that it was not the registered keeper at the time the contractual

breach occurred (because you had notified the DVLA that the vehicle had been sold, for example).

4. Pay the charge and recharge the customer who had the vehicle on hire or lease at the time the breach occurred.

Transferring liability

Rental and leasing companies will need to make sure their rental or lease agreements allow for customers' details to be provided to private parking operators. Key steps to take include:

- ♣ Check that the statement of liability refers to parking charges or notices.
- ♣ Ensure that the customer signs a data protection clause that allows for the release of personal data to third parties, such as private parking operators.

For example, the BVRLA's standard terms and conditions stipulate that the customer is responsible for all road traffic and parking offences and charges. Customers incurring charges or offences would be in breach of the rental or lease agreement and as such the BVRLA member would be able to release the customer's details to 'any relevant organisation'.

Note that your customer may not be necessarily the driver of the vehicle. It is therefore necessary to ensure that the driver has also given their consent, under a signed data protection clause, for their details to be passed to third parties, including private parking operators. This can either be your own clause or one their employer has asked them to sign.

Paying and recharging

Rental and leasing companies that choose to pay a private parking charge notice and recharge it to their customer should ensure that their rental/leasing agreement allows them to do this.

A sample clause, which would allow you to pay and recharge, is:

"You will be responsible for paying the following charges:

All charges and legal costs for any congestion charge, road traffic offence parking offence or parking notice, or any other offence involving the rental vehicle, including from the vehicle being clamped, seized or towed away."

Memorandum of Understanding

Leasing companies struggle to comply with the legislative requirements to transfer liability for parking charge notices as the Protection of Freedoms Act requires them to provide a valid hire agreement.

Given that lease agreements are sensitive documents these cannot be released to 3rd parties. Instead the BVRLA has agreed Memorandum's of Understanding with the 2 trade bodies for the private parking sector, British Parking Association (BPA) and International Parking Community (IPC).

The Memorandums help facilitate good working practices between BVRLA members and members of BPA and IPC. For leasing companies the memorandum allows the provision of customer details to private parking companies without the need to see the lease agreement. However, if the customer fails to respond the private parking company can request payment again from the leasing company.

The memorandums also facilitate electronic communication where possible between private parking

companies and leasing/rental companies.

Independent Appeals Service

The recipient of a parking charge issued for parking on private land can make a representation to the private parking operator who issued it, explaining why they believe it to be incorrect. If this is not successful, an Independent Appeals Service exists to review the case. The customer or the rental/leasing company is entitled to use the free appeal service.

Appeals to [Parking on Private Land Appeals](#) (POPLA) are only available to recipients of a Parking Charge Notice that has been issued by a member of the British Parking Association.

Alternatively, if a Parking Charge Notice has been issued by a member of the Independent Parking Committee, an appeal can be made to the [Independent Appeals Service](#).

When a private parking operator rejects a representation they must enclose an appeal form, which includes a verification code and further details on how to appeal against the decision.

The rental/leasing company, or the customer, will be required to enter the verification code on the online portal provided by POPLA to commence their appeal, together with any evidence that they wish to be considered.

Alternatively, with IAS, the parking charge number and registration number will need to be provided to commence an appeal online, together with any evidence they wish to be considered.

This will be copied to the private parking operator, which will then submit its own evidence to both POPLA and the rental/leasing company or the customer, before the scheduled date of the appeal.

The appeal is decided by an Assessor making findings of fact on the basis of the evidence produced by the parties and applying the relevant law. There are no face-to-face hearings. The Assessor has no power to consider mitigating circumstances, but may occasionally find compelling reasons to refer the matter back to the private parking operator for consideration of the exercise of discretion.

The appeal decision will be sent to both the appellant and the car park operator at the same time.

What should rental/leasing companies do if the car park operator is not a member of the BPA?

Only private parking operators who are members of an accredited trade association can receive vehicle keeper details electronically from the DVLA. The BPA is the only accredited trade association for the parking sector.

If a private parking operator that is not a BPA member contacts a rental or leasing company, it may be because they have obtained registered keeper details from the DVLA by means of a traditional written request. If this is the case, and they appear to be following the principles of the Act, then we would suggest following the advice about transferring liability.

If they do not appear to be following the principles of the Act, then we suggest you consider the

advice for parking on private land in Scotland and Northern Ireland (see page 10).

Further information

The following links provide further information on the enforcement of parking on private land. The **British Parking Association** (BPA):

- ♣ The BPA lists its **Approved Operator Scheme members**, who enforce parking on private land.
- ♣ The BPA also has a **Code of Conduct** for its Approved Operator Scheme members.

The Department for Transport (DfT) has published **guidance on the recovery of unpaid charges for parking on private land under the Protection of Freedoms Act**.

Dartford Crossing

The BVRLA has negotiated an agreement, (Memorandum of Understanding, which can be found at Annex F), with Highways England, so that members are able to transfer liability without the need to send a copy of a rental and lease agreement.

A Transfer of Liability document, which can be found at Annex G, has been produced as part of this agreement to help streamline the process of disclosing the details of a hire or lease customer liable for penalty and warning notices involving non-payment for the crossing. This should be sent via the normal process to the address on the warning or penalty notice to transfer liability, and members must quote their BVRLA membership number.

Members should use the Transfer of Liability document to make representations to HE/Dartford, however, if the representations are not successful members should be prepared to either pay and recharge the warning or penalty notice; or provide the relevant documentation requested.

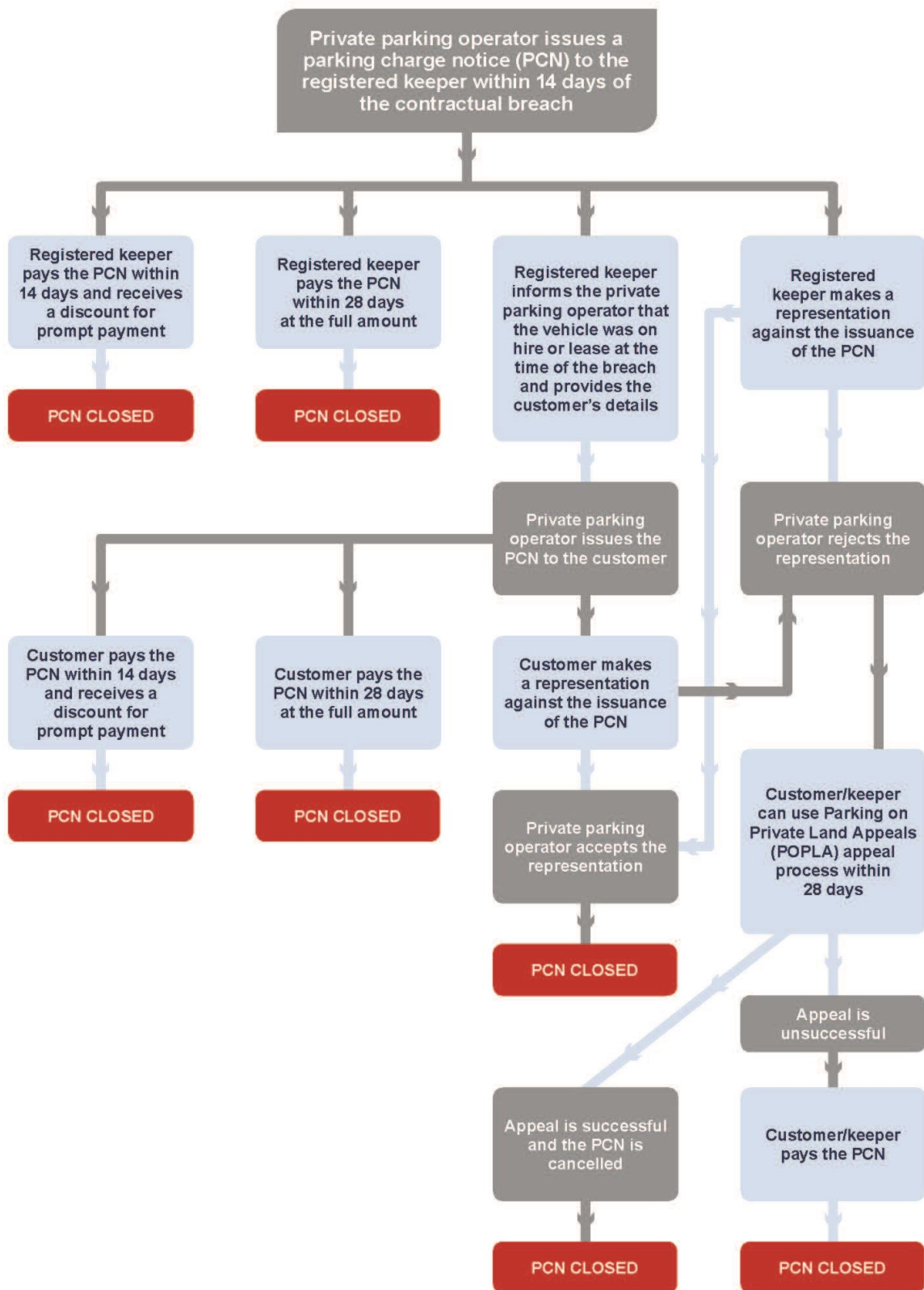
Rental and leasing companies should ensure that their rental or lease agreements allow for them to pass on customer details. This will not prohibit use of the Transfer of Liability documentation, but should reduce risk of rejection, should the documentation be requested. Key steps to take include:

- Checking that the statement of liability refers to charges or notices; and
- Ensuring that the customer signs a data protection clause that allows for the release of personal data to third parties.

Members, when making a representation against a PCN must, within 28 days of the date from which the PCN is sent, provide Highways England with all the necessary information described within the agreement, at Annex F, to help demonstrate that a rental or lease agreement was in place at the time the relevant vehicle used the Dartford Crossing and failed to pay the Dart Charge.

If the recipient of a penalty charge notice is unsuccessful in their representation, the Traffic Penalty Tribunal exists to review the case. The customer or the rental/leasing company is entitled to use the free appeal service.

The parking charge notice (PCN) process: from issue to settlement



Private Parking in Scotland and Northern Ireland

Parking on private land in Scotland or Northern Ireland

In Scotland and Northern Ireland, parking disputes are between drivers and private parking operators: rental/leasing companies are not considered to be involved in the contractual breach, despite being the registered keeper of the vehicle involved.

A rental/leasing company that is issued a parking charge notice (or invoice) by a private parking operator generally has three options:

1. Write back to the private parking operator and confirm you do not know who the driver of the vehicle was and request that they do not contact you again. The onus is on the claimant in a civil action to prove their case. They might try to do this by requiring you to provide a pre- court action disclosure.
2. As some private parking operators do follow the general legislative principles of local authority parking regimes, you may wish to consider providing your customer's details, if your rental or lease agreement allows it.

An example of the wording which your agreement would need is:

'If you break the agreement we can provide this information to credit reference agencies, the DVLA, debt collectors and any other relevant organisations.'

If the representation is not successful and the private parking operator continues to pursue you, you can either ignore them or pay the charge and recharge your customer if your agreement permits.

3. You can pay and recharge the amount to your customer, if your agreement permits.

A sample clause, which would allow you to pay and recharge, is:

'You will be responsible for paying the following charges:

'All charges and legal costs for any congestion charge, road traffic offence parking offence or parking notice, or any other offence involving the rental vehicle, including from the vehicle being clamped, seized or towed away.'

These links will download sample letters that can be used to respond to a fine from a private parking operator in Scotland or Northern Ireland.

Letter One – This letter is for supplying a customer's details, and should only be used if your rental/leasing agreement empowers you to pass customer details to a private parking operator.

Letter Two – This letter can be used if a private parking operator refuses to accept that your customer is responsible for the fine.

London Congestion Charge Scheme

Relevant legislation governing this regime

- ♣ Road User Charging (Charges and Penalty Charges) (London) Regulations 2003
- ♣ Road User Charging (Enforcement and Adjudication) (London) Regulations 2003

Is transfer of liability permitted?

You may only transfer liability if the agreement is less than six months in duration. For agreements that are six months or more in duration, please check if your contractual arrangements with your hirer allow you to pay and recharge the cost of the penalty and any administrative charges on to your hirer.

How to make a representation?

When you receive a penalty charge notice (PCN), the first decision you will need to consider is whether a representation is going to be made or the fine paid by you. This will be based on two factors:

- ♣ Was the vehicle subject to a valid rental agreement which is less than six months in duration?
- ♣ Was the vehicle being used by your own staff?

What makes an agreement a valid one?

For agreements of less than six months in duration, you will only be able to successfully transfer liability if the agreement is deemed to be valid. This means that the following particulars must be contained in your agreement. Please note, if any information is missing, then your representation will be rejected. You are therefore, strongly advised to carefully follow the checklist below. This is important as Transport for London has adopted a strict and literal interpretation of the legislation.

Particulars which must be contained in the rental agreement		Yes/No
1.	Full, permanent address of the person who signed the statement of liability	
2.	Full name of the person who signed the statement of liability.	
3.	Date of birth of the person who signed the statement of liability	
4.	Full, temporary address at the time of hiring of the person who signed the statement of liability (if different from point 1 above and stay is likely to be more than two months from date of hiring).	
5.	Driving licence details of the hirer.	
6.	Full registration number of the vehicle.	
7.	The make and model of the vehicle hired. You should ensure that this is not an abbreviation that TfL is unable to understand.	
8.	Details of any substitute vehicles. This again would include: full registration number make & model of the substituted vehicle and date & time of the vehicle substitution.	
9.	The date and time the rental agreement started.	

BVRLA Guide to Road Traffic Offences & Charges

10.	The agreed due back date and time.	
11.	The date and time of any authorised extension of hiring period.	
12.	The expected end date and time of any authorised extension of hiring period.	
13.	The actual date and time the rental vehicle was returned (if the vehicle was returned out of hours, insert the time and date you opened for business). This requirement applies only to the vehicle hire firm's copy of the hiring agreement.	

Corporate agreements

Where your vehicle is on rent to a corporate hirer it is unlikely that you will be able to satisfy points 1, 3 and 4 contained in the checklist above. In these cases, you should provide an extract of your master hire agreement or service level agreement, demonstrating that the corporate hirer has accepted liability for fines, together with a copy of the rental agreement that provides the correct information with regard to the dates etc.

Rental extensions

The legislation dealing with the Congestion Charge in London is very prescriptive on rental extensions. However, the BVRLA has reached an understanding with Transport for London so that rental extensions can be shown on an addendum sheet (a separate print out) which must make a clear reference to the original rental agreement, i.e. rental agreement number. A sample addendum sheet is provided at [Annex E](#).

The rental extension, irrespective of whether it is recorded on the rental agreement or addendum sheet, must clearly show the date and time of commencement of the extension and an end date and time of the extension of the rental. It is possible for more than one authorised extension to be recorded on the agreement or addendum sheet, for example if your hirer extends the rental agreement on a weekly basis for four weeks, you will need to ensure that you have four extensions recorded.

It is important that once an extended rental has finished, you record the actual due back date and time on the rental agreement.

Request for additional time to submit information

You will have to make a representation within 28 days of the date the PCN was served. There may be circumstances where you are not able to provide all the information required within this timescale. For example, you may be waiting for the local branch to forward the rental agreement to you.

In recognition of the practical problems, Transport for London has permitted BVRLA members to have up to a maximum of 56 days from the date the PCN was served, for a representation to be made.

If you are making a representation after 28 days, but before 56 days of when the PCN was served, it is critical that you ensure the information contained is correct, as you will not have a right of appeal if your representation is rejected, as your representation will have been made out of time.

Your representation has been rejected

If TfL rejects a representation, members have two options:

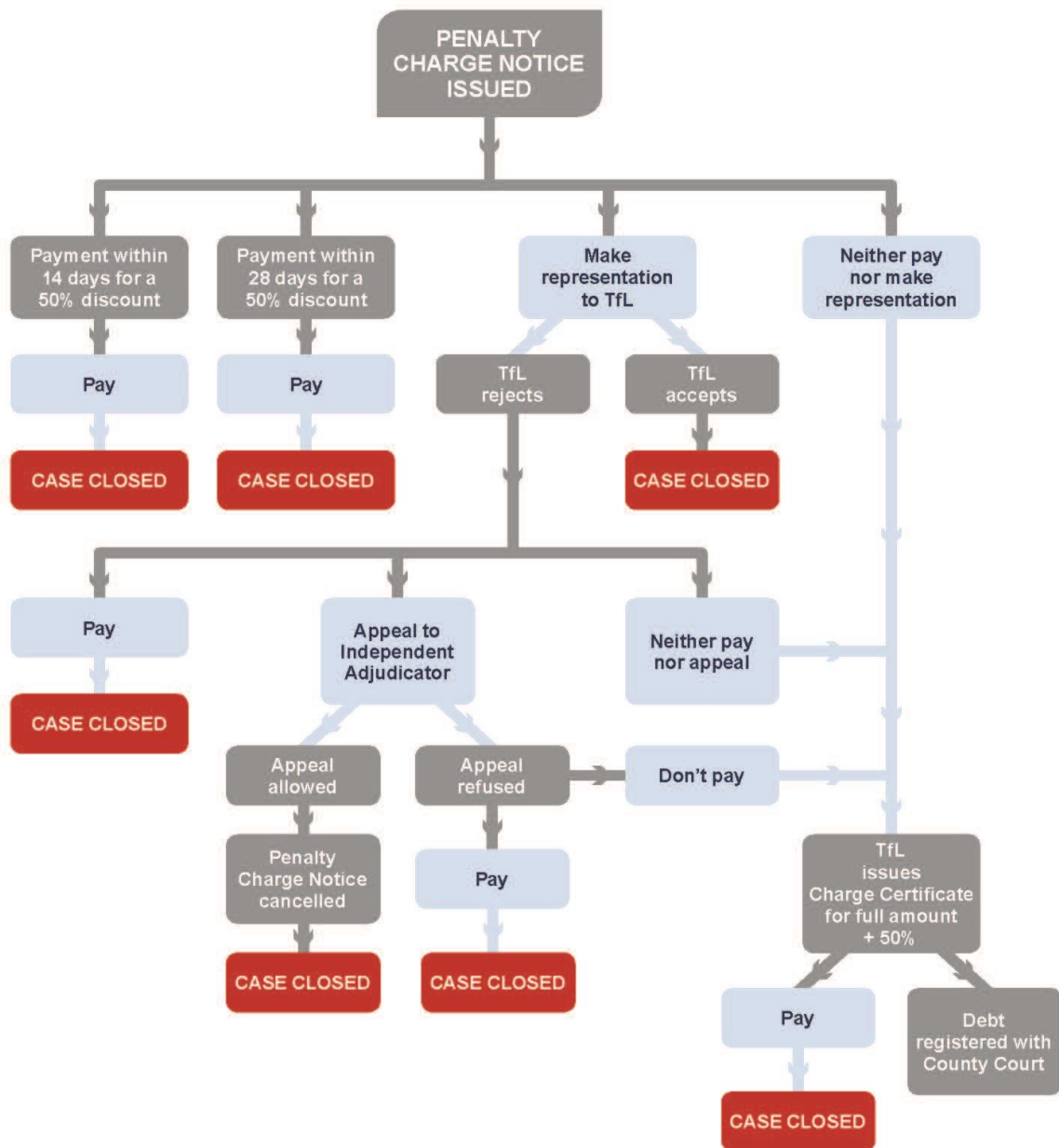
1. Make a second representation

If you have obtained new or additional information which was not submitted during your first representation, then TfL has advised that they will accept a second representation. If your first representation is rejected, then TfL should explain its reason(s) for doing so. This may assist you in determining whether the additional information will result in a successful transfer of the PCN. If this second representation was made after 28 days from the date the original PCN was issued, then you will not have a right of appeal for the reasons explained above.

Or

2. Make an application to appeal against TfL's decision – see section on [how to make an appeal](#).

**The fine process:
London Congestion Charge Scheme**



Bus Lanes: Greater London

Relevant legislation governing this regime

- ♣ London Local Authorities Act 1996 (as amended)

Is transfer of liability permitted?

Only if the agreement is more than six months in duration are members able to legally transfer these fines to hirers.

The above does not apply to agreements that are in place for more than six months, but which are renewed on a regular (eg monthly) basis.

If the agreement is less than six months in duration you will need to ensure your agreement permits you to pay and recharge the cost of the penalty and any administrative charges, which you may apply on to your hirer.

Making a representation to transfer liability

Members whose agreements are more than six months in duration will need to tick the box on the notice to owner which states 'not the owner/keeper of the vehicle at the time of the contravention.' Leasing and rental members are able to transfer the fine as you are demonstrating that 'ownership' has been disposed of, as the length of the agreement gives the arrangement a degree of permanency.

If you have a rental agreement which is more than six months in duration it should be sent with your representation and should include:

- ♣ Name and address of the hirer
- ♣ Start date and end date of the contract, including any extension period
- ♣ Vehicle make and model
- ♣ A statement of liability

For leasing members, it is recommended that, wherever practicably possible, you provide a standard letter (please see [Annex A](#)) with a screen print or vehicle schedule which should include:

- ♣ Name and address of the hirer
- ♣ Start date and end date of the contract, including any extension period
- ♣ Vehicle make and model
- ♣ A statement of liability

Members should be aware that enforcement authorities may not take a literal interpretation of this information and could offer a reasonable degree of flexibility.

As bus lane offences are enforced by cameras, the PCN will be issued through the post.

An Enforcement Notice (EN) will be received 28 days after the PCN and is the equivalent of a Notice to Owner (NtO). Please note that you will normally only be permitted to make a representation to transfer liability once you have received the EN and you should check with the issuing enforcement authority if you intend to make a representation to transfer liability before this.

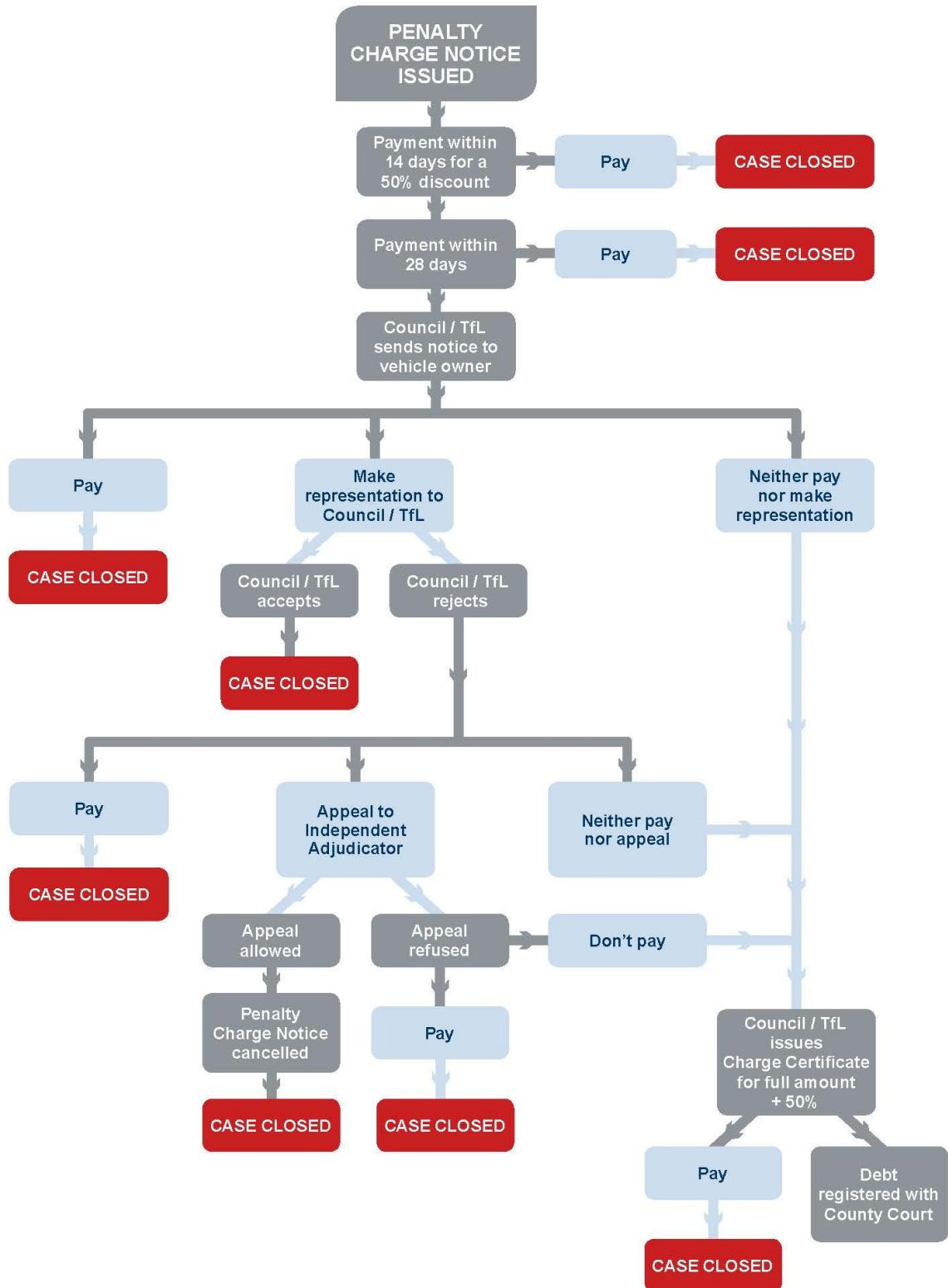
BVRLA Guide to Road Traffic Offences & Charges

Extra time to pay at the discounted amount

For hire agreements that are less than six months in duration you are not able to transfer liability. Members may wish to exercise the terms of a memorandum of understanding secured by the BVRLA, which allows members up to 28 days to pay at the discounted rate rather than the normal 14 days.

If you would like to take advantage of this extended discounted period, please send your payment with the extra time bus lane letter is available [here](#).

The fine process: Bus lanes in Greater London



Bus Lanes: Outside Greater London

Relevant legislation governing this regime

- ♣ Bus Lane Contraventions (England) Regulations 2005

Is transfer of liability permitted?

Bus lane fines outside London can be transferred to the hirer regardless of the length of the agreement.

Making a representation to transfer liability

As bus lane offences are enforced by cameras, the PCN will be issued through the post.

Members are advised to make their representation at the earliest opportunity (e.g. when the PCN is received), however due to the different approaches taken by Local Authorities, you should be aware that representation may be required at a later date instead.

You are able to transfer liability on to your hirers in a relatively straightforward manner.

Rental members should make representations on the grounds that you 'are a vehicle hire firm and the vehicle was on hire,' etc. You will need to provide a valid hire agreement which contains the particulars of a hire agreement as stipulated by legislation.

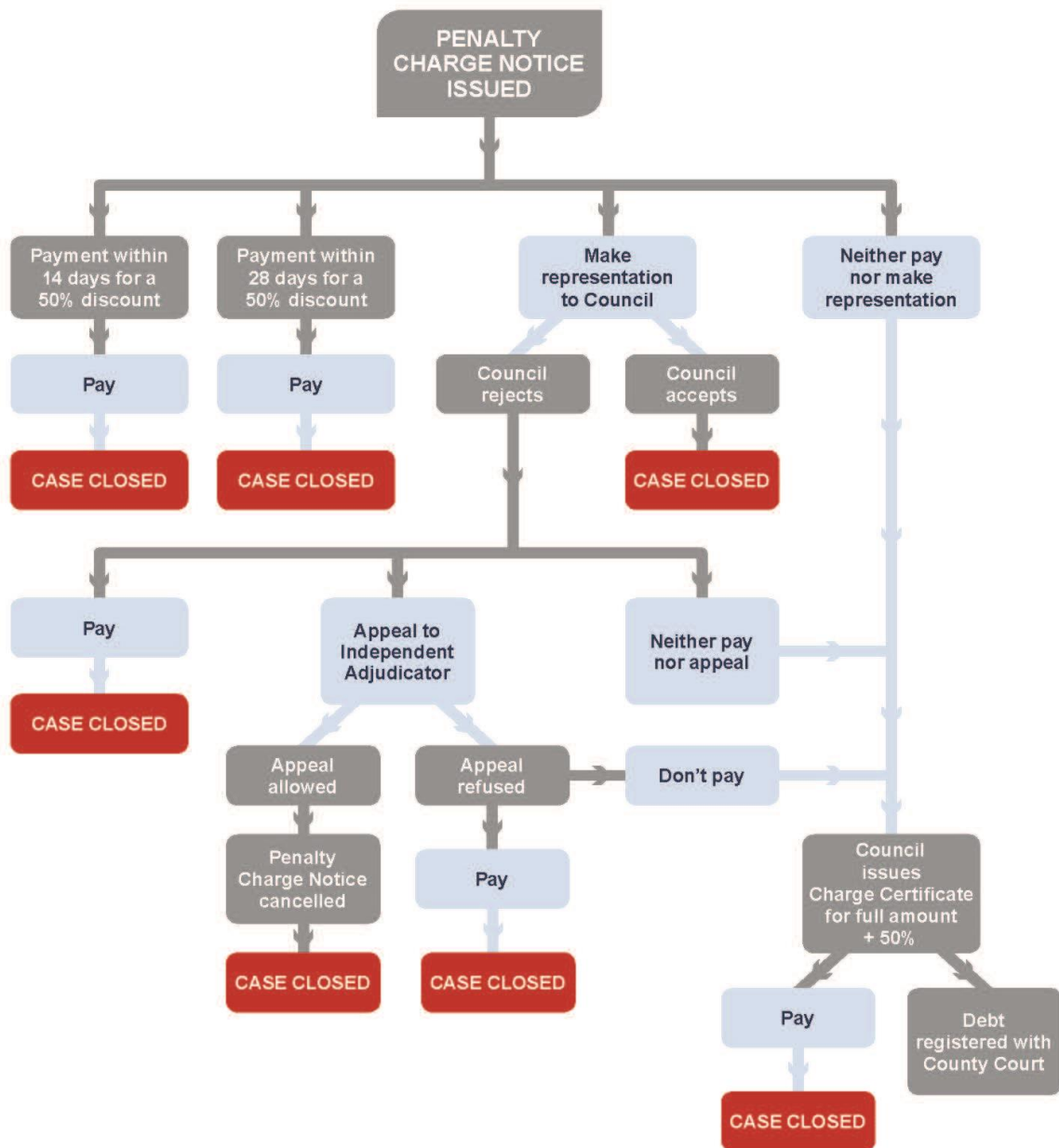
This is contained at [Annex B](#) with a checklist to assist you with compliance at [Annex C](#).

Leasing members should make representations on the grounds that you 'were not the owner of the vehicle at the time of the contravention'. This is due to the permanency of the agreement which has the effect of transferring ownership (as defined in the legislation) to your hirer for the duration of the lease. It is recommended that, wherever practicably possible, you should provide a standard letter (see [Annex A](#)) with a screen print or vehicle schedule which should include:

- ♣ Name and address of the hirer
- ♣ Start date and end date of the contract, including any extension period
- ♣ Vehicle make and model
- ♣ A statement of liability

Members will, from experience, be aware that enforcement authorities may not take a literal interpretation of this information and could offer a reasonable degree of flexibility.

**The fine process:
Bus lanes outside Greater London**



Moving Traffic Contraventions

Non-Endorsable

Relevant legislation governing this regime

- ♣ London Local Authorities and Transport for London Act 2003
- ♣ Traffic Management Act 2004

Moving traffic contraventions are wide ranging, below are some examples of the signage which local authorities can enforce by camera:



Keep entrance clear of stationary vehicles, even if picking up or setting down children



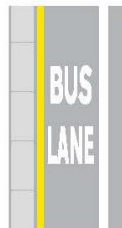
Warning of 'Give Way' just ahead



Parking space reserved for vehicles named



See Rule 243



See Rule 141



Box junction - See Rule 174



Do not block that part of the carriageway indicated



Indication of traffic lanes



Give priority to vehicles from opposite direction



No right turn



No left turn



No U-turns



No goods vehicles over maximum gross weight shown (in tonnes) except for loading and unloading

Is transfer of liability permitted?

Moving traffic offences can be transferred to the hirer regardless of the length of the agreement.

Making a representation to transfer liability

Moving traffic contravention PCNs are sent through the post rather than being fixed to the vehicle by a traffic warden, and the legislation is such that the PCN is the NTO and you will therefore need to make representation at this stage. You are able to transfer liability on to your hirers in a relatively straightforward manner.

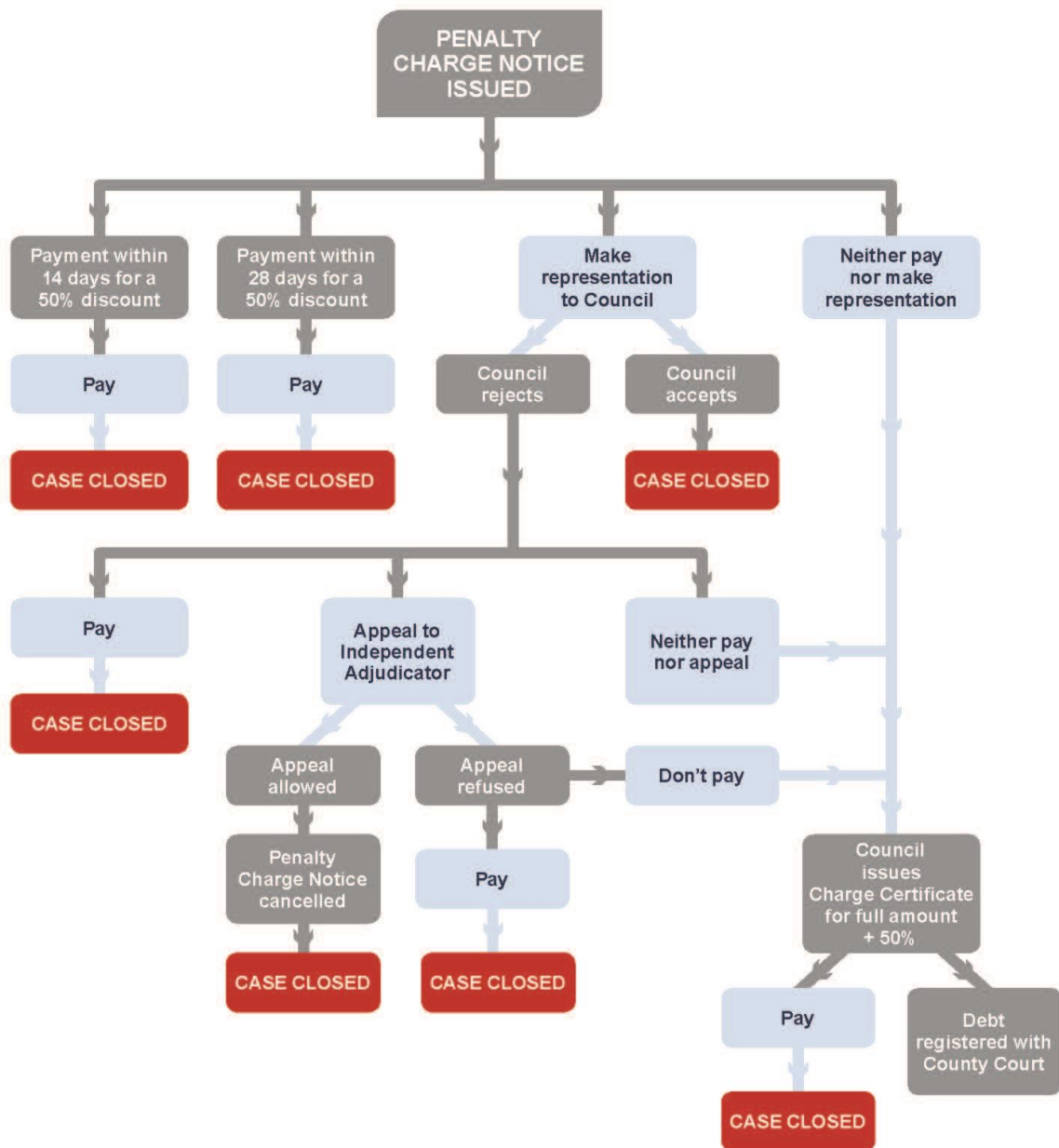
Rental members should make representations on the grounds that you “are a vehicle hire firm and the vehicle was on hire etc.” You will need to provide a valid hire agreement which contains the particulars of a hire agreement as stipulated by legislation. This is contained at [Annex B](#) with a check list to assist you with compliance at [Annex C](#).

Leasing members should make representations on the grounds that you “were not the owner of the vehicle at the time of the contravention”. This is due to the permanency of the agreement which has the effect of transferring ownership (as defined in the legislation) to your hirer for the duration of the lease. It is recommended that, wherever practicably possible, you should provide a standard letter (see [Annex A](#)) with a screen print or vehicle schedule which should include:

- ♣ Name and address of the hirer
- ♣ Start date and end date of the contract, including any extension period
- ♣ Vehicle make and model
- ♣ A statement of liability

Members should be aware that enforcement authorities may not take a literal interpretation of this information and could offer a degree of reasonable flexibility.

**The fine process:
Non-endorsable moving traffic contraventions**



Speeding Fines

The chief officer of police for a particular force is empowered by **section 172 of the Road Traffic Act 1988** to require a member to furnish him with information relating to the identity of a driver who is alleged to have been guilty of an offence.

The member named on the statutory request for driver details must respond to the statutory request. The member named must not pass the document to a third party to complete – even if that third party was the driver of the vehicle or might have been the employee of the driver.

Members will often have entered into a hire agreement with a third party and it will be the third party's driver who has committed the offence. Members must fill in the statutory request form and provide details of the third party to whom the vehicle has been hired or leased. The police will then send a further statutory request to that person requiring them to confirm that they were the driver. This act of filling in the statutory request form and sending it back in a duly completed state is required to discharge liability.

The police may wish to see evidence of the contract of hire, although this is unlikely.

If a member is prosecuted for the offence of failing to furnish the police with information when required contrary to **section 172 (3) of the Road Traffic Act 1988** then they should seek legal advice immediately.

This is because a distinction is drawn between what information is required from a person who keeps a vehicle (not necessarily the registered keeper) and what information is required from a person who is not the keeper. A person who is keeping a vehicle is required to give the information he is required to give i.e. the name of the driver. However all other persons are required to give only that information which is in their power to give.

Members will often find themselves in the second category and so a prosecution against them will be much more difficult.

If vehicles are being kept for use by staff, then a record should be kept of which vehicle is being used by whom, and when.

This is because, whereas an individual who does not know and could not with reasonable diligence have ascertained who was driving the subject vehicle, will have a defence under **section 172(4) of the Road Traffic Act 1988**, a body corporate will not unless it is able to demonstrate that, in addition to exercising reasonable diligence to try and find out who was driving, no record was kept of the driver and it was not reasonable to expect such a record to be kept. This will be a difficult argument to pursue in court because the court will almost always expect a record to be kept.

We recommend a log book is established or a sign in sheet so that it is very clear who is driving a vehicle at all times. If members are prosecuted despite having never received a statutory request form then advice should similarly be taken.

Drugs and Driving

It is illegal to drive if either:

- You're unfit to do so because you're on legal or illegal drugs; or
- You have certain levels of illegal drugs in your blood (even if they haven't affected you're driving)

Legal drugs are prescription or over-the-counter medicines. If you're taking them and not sure if you should drive, talk to your doctor, pharmacist or healthcare professional.

The police can stop you and make you do a 'field impairment assessment' if they think you're on drugs. This is a series of tests, e.g. asking you to walk in a straight line. They can also use a roadside drug kit to screen for cannabis and cocaine.

If they think you're unfit to drive because of taking drugs, you'll be arrested and will have to take a blood or urine test at a police station.

You could be charged with a crime if the test shows you've taken drugs.

Prescription medicines

It's illegal in England and Wales to drive with legal drugs in your body if it impairs you're driving.

It's an offence to drive if you have over the specified limits of certain drugs in your blood and you haven't been prescribed them.

Talk to your doctor about whether you should drive if you've been prescribed any of the following drugs:

- Clonazepam
- Diazepam
- Flunitrazepam
- Lorazepam
- Methadone
- Morphine or opiate and opioid-based drugs, eg codeine, tramadol or fentanyl
- Oxazepam
- Temazepam

You can drive after taking these drugs if:

- You've been prescribed them and followed advice on how to take them by a healthcare professional.
- They aren't causing you to be unfit to drive even if you're above the specified limits.

Penalties for drug driving

If you're convicted of drug driving you'll get:

- A minimum 1 year driving ban
- An unlimited fine
- Up to 6 months in prison
- A criminal record
- Your driving licence will also show you've been convicted for drug driving. This will last for 11 years.

Requests for Driver Details by the Police

Relevant legislation governing this regime

- ♣ Road Traffic Act 1988

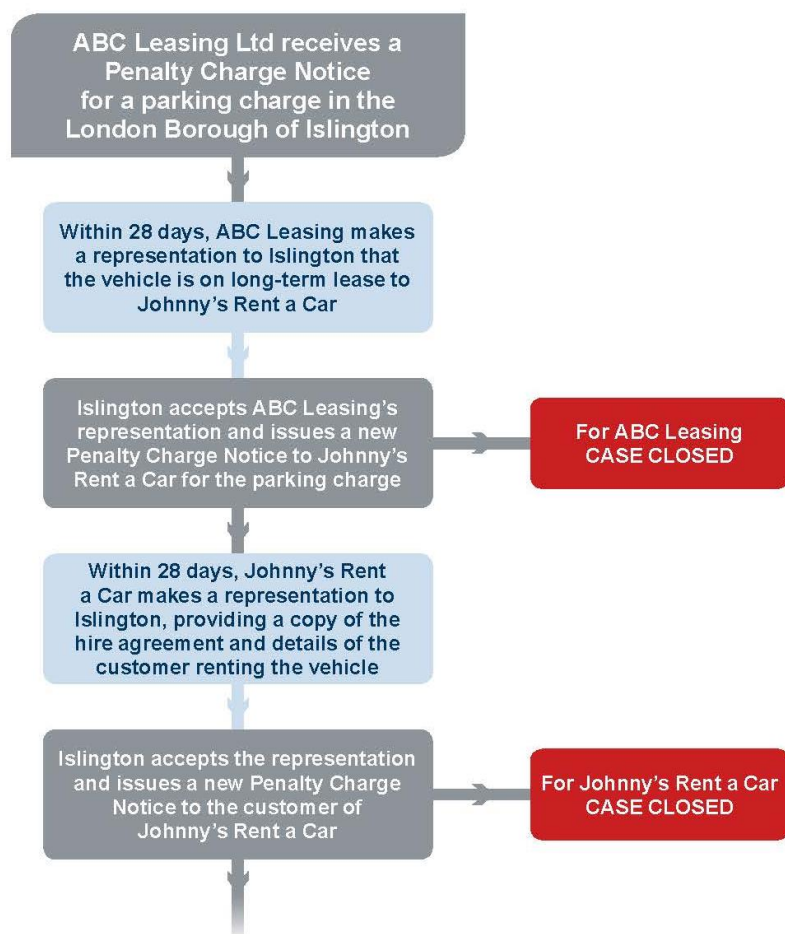
The police may contact you for driver details in other situations, for example, road traffic accidents. In these circumstances there is a Statement of Best Practice for requesting and providing driver details in emergency situations which is an agreement between the BVRLA, the Association of Chief Police Officers and Association of Car Fleet Operators.

The full Statement of Best Practice is available [here](#).

Multiple Representations

Vehicles that are leased and then put onto rental fleets (or that become part of a franchise model and are provided to franchisees), and can give rise to more than one representation, from more than one party, if they incur a Penalty Charge Notice.

Such representations occur in sequence, eg from vehicle owner to vehicle leaser to vehicle renter (as illustrated below). If a representation is accepted, that party's liability for the ticket will cease. A Penalty Charge Notice may then be issued to the next party in line. They, in turn, will be able to make a representation.



Clamping and Removing of Vehicles

Very few Local authorities now use immobilisation, and it should only be used in limited circumstances, such as the same vehicle repeatedly breaking parking restrictions and it has not been possible to collect payments, or where a vehicle is causing a hazard or obstruction the enforcement authority should remove rather than immobilise.

The decision on whether to immobilise or to remove a vehicle requires an exercise of judgement and must only be taken following specific authorisation by an appropriately trained civil enforcement officer. Vehicles should not be immobilised or removed unless a suitably trained civil enforcement officer is present to confirm that the contravention falls within the guidelines.

When a vehicle is parked in a parking place, there are circumstances where, authorities must not immobilise or remove in the first 30 minutes following the issuing of the penalty notice, or the first 15 minutes in the case of a persistent evader.

If your vehicle is clamped, whilst in your hirer's care, then, subject to your contractual arrangements, you may be able to recover the fine and costs of having the clamp removed, from your hirer. If your hirer abandons your vehicle rather than pay the costs of removing the clamp, you will need to pay these costs and recover them through your agreement with the hirer.

If your vehicle has been towed away, then you will be contacted in writing as the registered keeper of the vehicle. If your hirer does not collect the vehicle you will need to recover your vehicle from where it is stored and pay the costs of recovery, storage charges and fine costs. Again, these costs may be recovered through your agreement with the hirer.

The following regimes are examples of when a vehicle can be seized or impounded:

- ♣ seizure of vehicles being driven uninsured
- ♣ failing to display a valid road fund licence
- ♣ carriage of illegal immigrants
- ♣ 'O' licence – illegal operation of a vehicle without a valid Operator Licence
- ♣ excise fraud – eg bootlegging of alcohol or cigarettes

With all of these regimes it is important that your agreement is robust enough to allow you to recover your costs from the hirers' and where appropriate, you can demonstrate to the authority involved that you had no knowledge or had consented to the vehicle being used illegally.

The BVRLA has produced a fact sheet on this subject, entitled [Reducing Vehicle Recovery and Storage Costs \(No. 545\)](#).

Persistent Evader Databases

Some vehicle owners contravene parking regulations deliberately and often, and fail to settle the debts they incur. A vehicle owner can be classed as a 'persistent evader' if there are three or more recorded contraventions for the vehicle and the PCNs for these have not been paid, represented against or appealed against within the statutory time limits, or their representations and appeals have been rejected but they have still not paid. Usually this is because the vehicle keeper is not registered, or is not correctly registered, on the DVLA database and the owner is confident that they can avoid paying any penalty charges.

An authority should not treat a vehicle owner as a persistent evader unless bailiffs have failed to recoup the outstanding and unchallenged penalty charges.

When parked in contravention, a persistent evader's vehicle should be subject to the strongest possible enforcement following the issue of the PCN and confirmation of persistent evader status. This is likely to involve immobilisation or removal. The benefit of removal is that it requires proof of ownership and a registered address before release of the vehicle, whereas immobilisation prevents law abiding motorists from using valuable kerb space.

If a vehicle of a persistent evader is in a designated parking place, an enforcement authority is prohibited from immobilisation or removing the vehicle until at least 15 minutes have elapsed following the issue of a PCN. Currently, an authority can only obtain payment for the PCN of the contravention for which the vehicle is immobilised or removed and not any other outstanding PCNs.

London Councils has set up a persistent evader database and all English authorities may use it. Alternatively, authorities may wish to maintain a database themselves, or in conjunction with neighbouring authorities.

If this vehicle is found by enforcement authorities they will remove the vehicle and it will only be released on payment of the full amount owed plus storage and administration charges, otherwise the vehicle will be sold or destroyed.

Due to the nature of rental companies' business the BVRLA has secured an understanding that rental vehicles will not be added to the persistent evader databases where the vehicle is on hire and a transfer of liability has been made. This would of course, exclude fines incurred by the rental company itself.

For leasing members, the registered keeper will be contacted once a vehicle has been removed and a finance check carried out prior to disposal of the vehicle.

Rejected Representation

What Next?

After you have made your representation you should receive either a notice of acceptance or rejection from the local authority or council who issued the fine to you.

If a rejection is received and you are not happy with the decision you may wish to consider appealing against the decision.

For further information on appeals, please see the How To Appeal section of this guide.

Occasionally, paperwork does get lost in the post and a notice to owner or rejection of your representation may not be received.

If this happens you will need to read the Making A Statutory Declaration section of this guide (below).

Making a Statutory Declaration

Parking, Bus Lanes and Moving Traffic Contraventions

You should consider applying for a 'statutory declaration' if you believe that a notice to owner has not been received by you for a parking contravention, bus lane contravention or a moving traffic contravention. There are two other reasons for making a statutory declaration which are detailed in full below.

You may only make a Statutory Declaration if the council/local authority has sent you "Notice of Debt Registration" or other similar notice, when a Statutory Declaration form will be included with the notice. If you have not received one, then you can obtain one from your local county court or ask the local authority.

A Statutory Declaration must be witnessed by a Justice of the Peace or Commissioner for Oaths, for example, a solicitor. It is a criminal offence to file a false Statutory Declaration knowingly.

There are three grounds on which a Statutory Declaration may be made:

1. You did not receive the Notice to Owner (notification of the penalty charge).

If you did not receive a Notice to Owner from the council, you will not have had an opportunity to make formal representations against the issue of the Penalty Charge Notice.

If a successful Statutory Declaration is made on this ground, the council is obliged to set the penalty charge back and to reissue a Notice to Owner.

2. You made representations about the penalty charge to the local authority concerned but did not receive the rejection notice.

If you made representations against the Notice to Owner that were rejected, but did not receive the council's response in the form of a Notice of Rejection of Representations, you could not have exercised your right to appeal. If a successful statutory declaration is made on this ground,

the council is obliged to forward all documentation to the National Parking Adjudication Service or the London Parking and Traffic Appeals Service, when liability for the penalty charge will be decided by the Independent Adjudicator.

3. You appealed to the Independent Adjudicator against the local authority's decision to reject your representation, but have had no response to the appeal.

If you made a formal appeal to the Independent Adjudicator but did not receive notification of the outcome, you might have missed the opportunity to pay the full penalty charge. If a successful statutory declaration is made on this ground, the council/local authority must forward all documentation to the Adjudication Service and liability for the penalty charge will be decided by the Independent Adjudicator.

London Congestion Charging

You should consider applying for a Statutory Declaration if you believe that a penalty charge notice has not been received by you for a Congestion Charge offence. There are two other reasons for making a statutory declaration which are detailed in full below.

You may only make a statutory declaration if TfL has sent you a Notice of Debt Registration or other similar notice, when a statutory declaration form will be included with the notice. If you have not received one, then you can obtain one from your local county court or ask TfL.

A Statutory Declaration must be witnessed by a Justice of the Peace or Commissioner for Oaths, for example, a solicitor. It is a criminal offence to file a false Statutory Declaration knowingly.

There are three grounds on which a Statutory Declaration may be made:

1. You did not receive the penalty charge notice.

If you did not receive a penalty charge notice from Transport for London, you will not have had an opportunity to make formal representation.

If a successful Statutory Declaration is made on this ground, Transport for London is obliged to reissue the penalty charge notice.

2. You made representations about the penalty charge notice to Transport for London but did not receive the rejection notice.

If you made a representation against the penalty charge notice that was rejected, but did not receive TfL's response in the form of a notice of rejection of representation, you could not have exercised your right to appeal. If a successful Statutory Declaration is made on this ground, TfL is obliged to forward all documentation to the London Parking and Traffic Appeals Service, liability for the penalty charge will be decided by the Independent Adjudicator.

3. You appealed to the Independent Adjudicator against TfL's decision to reject your representation, but have had no response to your appeal.

If you made a formal appeal to the Independent Adjudicator but did not receive notification of the outcome, you might have missed the opportunity to pay the full penalty charge. If a successful Statutory Declaration is made on this ground, TfL must forward all documentation to the Adjudication Service and liability for the penalty charge will be decided by the Independent Adjudicator.

How to Appeal

Non-Criminal Contraventions

Grounds for appeal

Where you have made a representation (in time) to an authority with regards to a penalty charge for any of the non-criminal contraventions¹ mentioned in this guide, you have the right of appeal to an independent adjudicator. You may find it necessary to lodge an appeal because:

- ♣ you disagree with the decision of a council or local authority which has rejected your representation.
- ♣ you did not receive a rejection from a local authority or council and have made a Statutory Declaration. On this basis your case will be referred to the relevant appeals service.
- ♣ you did not receive a decision from the adjudicator and have made a Statutory Declaration. On this basis your case will be referred to the relevant appeals service.

If you disagree with the decision of a council or local authority you will need to consider if your case is strong enough to go to appeal. You may need to consult the legislation in the first instance to help you in your decision about whether to appeal.

There are different adjudication services for different parts of the UK. They are:

England and Wales (outside London): **Traffic Penalty Tribunal**

London: **Parking and Traffic Appeals Service**

Northern Ireland: **Northern Ireland Traffic Penalty Tribunal**

Scotland: Scottish Parking Appeals Service

Tel: 0131 221 0409

(Parking in Scotland, particularly outside the large cities, tends to be a criminal offence)

For information on appealing against a parking charge notice issued on private land, see the **Parking on Private Land section** of this guide.

¹ There is no right of independent appeal for speeding offences or criminal parking offences

Putting your appeal across

When you receive your rejection letter from the council or local authority, an appeal form will be included, which should be completed with your full details.

You will need to decide whether to attend the hearing in person or put forward your appeal in writing. Attending a hearing in person can help you put your case across clearly, but this of course will need to be balanced against the costs and resources required to attend in person. If you have a number of appeals for the same adjudication service, then you may be able to request that they be heard together.

If you do not attend the hearing it is important that your case is put across succinctly quoting the legislation or other legal cases which will assist you. Specialist knowledge is not essential.

It is recommended that you provide the Adjudicator with the following key information in your appeal:

- ♣ Why you disagree with the decision of the council or local authority
- ♣ How you justify the decision
- ♣ Documentary evidence supporting your grounds of appeal

Rental

If you have received a rejection to your representation, it is likely that it was rejected due to the local authority deeming that some information is missing, recorded incorrectly or insufficiently on the hire agreement. The key piece of legislation you should consult relates to the particulars of information which determine what constitutes a valid hire agreement. This is contained in **Annex C**.

If you feel that all the relevant information was contained in your representation then you may wish to appeal against the decision of the council or local authority. For example, if your representation has been rejected due to the local authority claiming that there was no due back date on the rental agreement and there clearly was, make specific reference to where on the rental agreement the information is recorded.

If one of the cases detailed in the table below will assist your appeal quote the case and explain why this case is relevant. For example, if you have been issued with a rejection notice due to there being no driving license details on a corporate hire agreement you may wish to include details of the case *Hertz (UK) Ltd v The London Borough of Wandsworth* (PAS Case No. 1970122265).

Leasing

If you have received a rejection to your representation it is likely to be because the council or local authority is requesting a full copy of the lease agreement. If this is the case you may wish to appeal against the decision.

Another common reason for rejection is due to the London local authority not recognising that bus lane fines can be transferred where the agreement is more than six months in duration.

BVRLA Guide to Road Traffic Offences & Charges

If this is the case, you may want to include a letter from London Councils that confirms the interpretation of the legislation. It can be downloaded from the BVRLA website.

Key cases to quote and when to use them

case	description	when to use it
Paul Richard Davis and The Royal Borough of Kensington and Chelsea PAS Case Number: 1970198981	Paul Richard Davis was successful in arguing that the time it had taken the borough to issue the notice to owner was unreasonable. The adjudicator recommends that best practice should be within six months of the date of the offence.	Parking and bus lane offences – all other legislation has this enshrined in it now.
Autolease Limited and The London Borough of Barnet PAS Case Number: 1970121546	Autolease was successful in demonstrating that due to the permanency of its lease agreement, keepership had been disposed of and the fine could be transferred to the hirer.	Parking and bus lane offences
Hertz (UK) Ltd and The London Borough of Wandsworth PAS Case Number: 1970122265	Hertz was successful in demonstrating that when the rental is on a business to business basis it will not be possible to provide personal details such as a driving licence	All offences

A standard appeal letter is contained at [Annex D](#) and may help you further.

The appeal process

Your notice of appeal will be received by the Adjudication Service who will make some basic checks and if everything is in order it will be registered as a formal appeal. After this, a number of events will happen:

- ♣ You will be sent formal acknowledgement that your appeal has been received and registered. If you have asked for a postal decision, you will be notified of the time and date in which your appeal is due to be decided.
- ♣ The authority will be notified that an appeal has been lodged and will be given 21 days to submit their evidence to the Adjudicator. At the same time they must submit a copy of their evidence to you, as the appellant.
- ♣ If you have asked for a personal appeal, adjudication staff will schedule it for the next appropriate hearing at the venue of your choice (This is for appeals for offences outside

London only, within London there is only one hearing venue) and will give you at least 21 days' notice of the precise date, time and venue location. Don't forget to ask for a single hearing date, if you have appealed for more than one contravention which relates to a London local authority.

Your appeal hearing

Below are a few things you should know if you are going to attend your hearing:

- ♣ Your appeal will be decided by an Adjudicator, who is a qualified lawyer.
- ♣ The Adjudicator is independent of all the Local Authorities and Transport for London.
- ♣ The hearing is kept as informal as possible, but please remember that it is a judicial hearing, like a court. The Adjudicator is like a judge and is in charge of the hearing.
- ♣ You will not be asked to take an oath when giving your evidence. But you must tell the truth. If it is later found out that you have not, you could be prosecuted.
- ♣ All the documents relating to your appeal will have been scanned into a computer. The Adjudicator will look at them with you on the computer screen in the hearing room.
- ♣ The Adjudicator will not normally have looked at the case or seen any of the documents before the hearing.
- ♣ If you have brought any more evidence with you, you should show it to the Adjudicator, who will decide what should be done with it.
- ♣ If you have brought any witnesses with you, they may be asked to wait in the reception area until the Adjudicator calls them in.
- ♣ The hearing will be tape recorded for record purposes.
- ♣ Once the Adjudicator has considered the documents and anything else you wish to say, he/she will usually then tell you the result of the appeal and prepare the written decision. This normally takes only a few minutes. You can either wait to take it away or have it posted to you. Once made, the Adjudicator's decision is binding on you and the Authority.

Postal hearing

In a postal hearing, the Adjudicator will consider the appeal based solely on the written evidence you and the council have supplied. A written decision will be sent to both parties, normally within a week of the case being decided.

Disagreement with the adjudicator's decision

In very limited circumstances you can apply for a decision to be reviewed. These are:

- ♣ The decision was wrongly made because of an error by administrative staff.
- ♣ You failed to appear or be represented at a hearing
- ♣ The interests of justice require a review. This ground cannot be used simply because you disagree with the decision, but can be used if you think that the other party has misled the Adjudicator, or that the Adjudicator has misapplied the law.hearing for a good reason.
- ♣ There is new evidence the existence of which could not have been reasonably known or foreseen before the decision.

If you do wish to apply for review, you must apply in writing within 14 days of the decision, explaining your reasons.

Judicial review

If an Adjudicator interprets the law incorrectly the decision may be reviewed in the High Court. You would need to seek legal advice about this.

Bailiffs

Bailiffs are sometimes used by local authorities and private parking operators when a penalty charge or parking notice is outstanding.

It is important to note that the Administration of Justice Act 1970 prevents anyone, including private parking operators and local authorities, from harassing you excessively for money in a threatening manner. Specifically, the legislation does not allow an individual or company to:

- ♣ Harass the other with demands for payment which by their frequency, or the manner or occasion of their making, or any accompanying threat or publicity, are calculated to subject him or his family or household to alarm, distress or humiliation.
- ♣ Falsely represent, in relation to the money claimed, that criminal proceedings lie for failure to pay it.
- ♣ Falsely represent themselves to be authorised in some official capacity to claim or enforce payment.
- ♣ Utters a document falsely represented by him to have some official character, or purporting to have some official character, which he knows it has not.

Annex A: Sample Representation Letter

Copy this letter on your headed paper

Insert the date

Dear Sir/Madam

PCN: Insert relevant PCN number here

VRM: Insert relevant vehicle registration mark here

We are in receipt of your Penalty Charge Notice / Notice to Owner / Enforcement Notice (delete as appropriate) as listed above.

Please be advised that this vehicle is subject to a long-term contract hire agreement. The hire period and contact details for the hirer are given below.

Start Date: Insert start date of contract

End Date: Insert end date of contract

Hirer Address: Insert hirer address details here

Any further documentation regarding this contravention should be forwarded directly to the hirer. Please find the details attached.

Yours faithfully,

Insert Electronic signature of head of fine administration or equivalent here

Insert your contact details here

Enc. Attach to this letter a screen print or vehicle schedule which includes the following details:

start and end date of contract

full contact details for your hirer

vehicle registration mark

vehicle make and model

Annex B: Hire Agreement Checklist

When hired by a private individual:

Hirer's name
Permanent address, (even if not a
U.K. resident) Signed and dated
liability statement

When hired by a company:

Name of company
Address of company
Signed and dated liability statement

In all cases:

Registration number of the vehicle hired under the agreement (and replacement vehicles, if appropriate) Make and/or model of vehicle hired under the agreement
Date and time of commencement of original hire date
Expected date and time of expiry of original hiring period
Actual date and time of return of vehicle (this will not always be known, for example the vehicle is still on hire.)

Extensions to the hire agreement:

All extensions must be recorded on the vehicle hire firm's copy or addendum sheet showing; Date and time of commencement of authorised extension of hire period
Expected date and time of expiry of authorised extension of hiring period

Change of vehicle

All changes of vehicle must be recorded on the vehicle hire firm's copy showing: Registration number of replacement vehicle(s)
Make and/or model of replacement vehicle(s)
Date and time of replacement of vehicle(s)

Annex C: Statutory Instruments

Statutory Instrument 2000 No. 2546

The Road Traffic (Owner Liability) Regulations 2000

© Crown Copyright 2000

Statutory Instruments printed from this website are printed under the superintendence and authority of the Controller of HMSO being the Queen's Printer of Acts of Parliament.

The legislation contained on this web site is subject to Crown Copyright protection. It may be reproduced free of charge provided that it is reproduced accurately and that the source and copyright status of the material is made evident to users.

It should be noted that the right to reproduce the text of Statutory Instruments does not extend to the Queen's Printer imprints which should be removed from any copies of the Statutory Instrument which are issued or made available to the public. This includes reproduction of the Statutory Instrument on the Internet and on intranet sites. The Royal Arms may be reproduced only where they are an integral part of the original document.

The text of this Internet version of the Statutory Instrument which is published by the Queen's Printer of Acts of Parliament has been prepared to reflect the text as it was made. A print version is also available and is published by The Stationery Office Limited as the The Road Traffic (Owner Liability) Regulations 2000, ISBN 0 11 099905 3.

Braille copies of this Statutory Instrument can also be purchased at the same price as the print edition by contacting TSO Customer Services on 0870 600 5522 or email: customer.services@tso.co.uk.

Further information about the publication of legislation on this website can be found by referring to the Frequently Asked Questions.

To ensure fast access over slow connections, large documents have been segmented into sections. Where you see a 'continue' button at the bottom of the page of text, this indicates that there is another section of text available.

Criminal Procedure

Made	16th September 2000
Laid before Parliament	25th September 2000
Coming into force	16th October 2000

In exercise of the powers conferred upon him by section 84 of the Road Traffic Offenders Act 1988[1] (hereinafter referred to as 'the Act'), the Secretary of State hereby makes the following Regulations:

1. These Regulations may be cited as the Road Traffic (Owner Liability) Regulations 2000 and shall come into force on 16th October 2000.
2. The forms contained in Schedule 1 to these Regulations or forms to the like effect may be used for the purposes of sections 62 to 68 of the Act.
3. The particulars contained in Schedule 2 to these Regulations are hereby prescribed for the purpose of section 66(8) of the Act (particulars to be contained in hiring agreements).
4. The Road Traffic (Owner Liability) Regulations 1975[2] and the Road Traffic (Owner Liability) (Scotland) Regulations 1975[3] are hereby revoked.

Charles Clarke
Minister of State

Home Office
16th September 2000

Schedule 2

Regulation 3

Particulars required in a Hiring Agreement to comply with Section 66 of the Road Traffic Offenders Act 1988

A. Particulars of person signing statement of liability*

1. Full Name.
2. Date of birth.
3. Permanent Address.
4. Address at time of hiring (if different from 3 above and stay is likely to be more than two months from date of hiring).
5. Details of driving licence:
 - a country where issued (if not UK),
 - b serial number or driver number,
 - c date of expiry (which should be no later than date specified in B7 below).

* Where the statement of liability is in Part II of form H, the full name and address of the person by or on whose behalf the statement of liability was signed should be supplied together with the date on which it was signed. If the person taking possession of the vehicle is not the same as the person by or on whose behalf the statement was signed, the full name of that person should also be supplied (if known).

B. Particulars of hiring agreements

1. Registration number of vehicle hired under the hiring agreement.
2. Make and model of vehicle hired under the hiring agreement.
3. Registration number of any vehicle substituted for the above during the currency of the hiring agreement.
4. Make and model of any vehicle substituted for the above during the currency of the hiring agreement.
5. Date and time and date of any change of vehicle.
6. Date and time of commencement of original hiring period.
7. Expected date and time of expiry of original hiring period.
8. Date and time of commencement of authorised extension of hiring period.
9. Expected date and time of expiry of authorised extension of hiring period.
10. Actual date and time of return of vehicle (or when vehicle returned out of hours date and time on which vehicle hire firm next opened for business).

This requirement applies only to the vehicle hire firm's copy of the hiring agreement.

Annex D: Sample Appeal Letter

To be sent with the Notice of Appeal form

Copy this letter on your headed paper

Insert the date

Dear Adjudicator,

PCN: Insert relevant PCN number here

Vehicle Registration No: Insert Vehicle Registration Number here

We would like to formally appeal against a decision by (insert local authority details) which has rejected our representation due to: (insert rejection details)

We disagree with the grounds on which our representation was rejected and wish to make the following statements to help support our appeal.

You should insert a high level summary for your grounds of appeal together with a detailed explanation (if required). Include any relevant appeal cases or supporting letters to assist your cause.

We look forward to receiving your

comments shortly. Yours faithfully,

Insert Electronic signature of head of fine administration or equivalent here

Insert your contact details here

Enc.

Annex E: Addendum Sheet

This addendum sheet is a model example which you could use

Insert your company logo here



Rental Agreement Number		Vehicle Registration Number	
Date of the commencement of the extension	Time of the commencement of the extension	Date of the end of the extension	Time of the end of the extension

Annex F: Statement of Liability

Statement of Liability

I agree that while the rental agreement is in force I will be liable as the owner of the vehicle, or any replacement vehicle, for any fixed penalty offence or parking charge for that vehicle under s66 Road Traffic Offenders Act 1988 and Schedule 6 Road Traffic Act 1991 or any other road traffic offences.

Annex G: Dartford Crossing: Transfer of Liability Document



Transfer Of Liability Promise Form

(The Road User Charging Schemes (Penalty Charges, Adjudication and Enforcement) (England) Regulations 2013 – Regulation 6(6))

This Promise Form details the hire/lease agreement information in order to transfer liability for the payment of the Dart Charge road user charge from the hire/lease company to an individual/company identified below. This form should be completed using the information in the original Hire/Lease Agreement.

Hire/Lease company name: _____

Hire/Lease company address: _____

Post Code: _____

Vehicle Registration: _____

Penalty Charge No./Reference No. _____

Date & Time of Contravention: _____

(shown on PCN)

We confirm that the above vehicle was hired/leased to the named person below under a hire/lease agreement at the time of the contravention and that the agreement transfers liability for Dart Charge road user charge to that person and/or that person signed a document agreeing to accept such liability

Hirer/Lessee Name: _____

Hirer/Lessee Address: _____



Post Code: _____

Date of agreement: _____

Agreement start date: _____

Agreement end date _____

The information contained on this form is true, correct and complete.

BVRLA form completed by: _____

Position: _____

Telephone Number: _____

Signature: _____

Date: _____

BVRLA Membership Number: _____

Please be advised if transfer of liability is disputed we reserve the right to request copies of the original documentation for evidential purposes.



British Vehicle Rental and Leasing Association Ltd

River Lodge, Badminton Court, Amersham, Buckinghamshire HP7 0DD

Tel: 01494 434747 Fax: 01494 434499 Email: info@bvrla.co.uk Web: www.bvrla.co.uk