

Rep Reject Hire - TENP

Notice of Rejection

Thank you for your recent representation against the issue of the above mentioned Penalty Charge Notice(s) for Vehicle Registration Mark (Enter VRM details).

or

Thank you for the recent representation against the issue of the above mentioned Penalty Charge Notice(s) for Vehicle Registration Mark (Enter VRM details). This representation was made on your behalf by [insert free text].

In your representation you have indicated you represent a vehicle hire company and have provided a copy of the hire agreement so that the Penalty Charge Notice (PCN) can be reissued to the hirer of the vehicle.

[EDIT / ENTER RELEVANT DETAILS SUMMARISING GRDS AND REASONS FOR REP]

The strict provisions for liability of a PCN are set out in the Regulations detailed on the PCN itself. The regulations confirm liability for a penalty charge can be transferred when the vehicle has been hired from the liable party, who is a hire firm, under a hire agreement with Section 66 of the Road Traffic Offenders Act 1988 being the adopted definition of a hire agreement. Schedule 2 of The Road Traffic (Owner Liability) Regulations 2000 sets out the particulars required in a hire agreement.

In summary, the vehicle's registered keeper must show they are a vehicle-hire firm and provide a hire agreement with all the relevant mandatory particulars required by Schedule 2 of The Road Traffic (Owner Liability) Regulations 2000 and those that apply in the event of a change of vehicle or extension to the period of hire. The agreement must show the vehicle hire period, which covers the date of contravention and is fixed at the outset, and a signed statement of liability accepting liability for any penalty charges incurred under a charging scheme during hire period. Any hire agreement that fails to meet these specific requirements means liability for the penalty charge cannot be transferred.

In this case, having reviewed all the evidence available we cannot transfer liability because

[ENTER ALL RELEVANT ERRORS/DETAILS OUTLINING TfL's RESPONSE TO THE POINTS RAISED]

Our decision does not impact your ability to pursue the reimbursement of the Penalty Charge with your customer in accordance with any agreed terms and conditions of the hire.

We have to advise you that grounds for representation have not been established through the regulations. This letter is issued as a formal Notice of Rejection.

Either:

As we have received full payment for the Penalty Charge Notice(s), they are now closed and no further action will be taken in respect of these Notice(s).

or

You should now make payment for the outstanding Penalty Charge Notices. The amounts owed are listed at the foot of this Notice. Please note that those Notices at the discounted amount should be paid within 14 days to qualify for this discounted sum. These Notices will increase if not paid and then the full amount per Notice should be paid within 28 days. Those Penalty Charge Notices at the full amount should be paid within 28 days of service of this Notice.

You should now make payment for the outstanding Penalty Charge Notices. The amounts owed are listed at the foot of this Notice. The Penalty Charge Notices should be paid within 28 days of service of this Notice.

or

You should now make payment for the outstanding Penalty Charge Notices. The amounts owed are listed at the foot of this Notice. Please note that those Notices should be paid within the discount period detailed on the PCN, to qualify for this discounted sum. These Notices will increase to the full amount if not paid and these

should be paid within 28 days.

You must, before the end of the period of 28 days beginning with the date of service of this Notice of Rejection, either pay the penalty charge or appeal against our decision. You may appeal to an Environment and Traffic Adjudicator at London Tribunals, an independent adjudication service, against this decision on specified grounds. The adjudicator will consider your appeal and make an independent decision, which Transport for London will comply with. Further information is available on the London Tribunals website.

If you wish to appeal to London Tribunals, please ensure you read the attached form carefully in particular the Appeal Procedure and then complete, sign and send the attached form within 28 days of the date of service of this letter to London Tribunals, PO Box 530, Sale M33 0FP

You should be aware that in prescribed circumstances, the Adjudicator may award costs against you if the appeal is considered frivolous or vexatious or that the making, pursuing or resisting of the appeal was wholly unreasonable. Equally costs may be awarded against Transport for London if the adjudicator considers that the disputed decision was wholly unreasonable.

If you do not pay the penalty charge or submit an appeal within 28 days of the date of service of this notice of rejection a Charge Certificate may be served. This increases the penalty charge by 50% of the original amount. If the increased Penalty Charge is not paid, then Transport for London will apply to the County Court to recover the charges which will incur a further charge of £8 per Penalty Charge Notice.