



# **Enforcement Operations Agreement**

## **Schedule 2**

### **Appendix 09 – TfL Business Rules**

**tfl\_scp\_000555**

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# **1. Traffic Enforcement Business Rules**

Ref	Scenario	Campaign	Required Evidence (Where possible the evidence should be sought before decision being made )	Decision	First Rep Rule Applicable Y/N?	Case Escalation Required	Cancellation Code (if required)	Date Introduced	Date Modified
1.1	A representation states that the driver of the vehicle was required by Law to stop or detained by the Police at the time of the contravention .	All	If the contravention footage or other evidence provided shows that the driver was required to stop by Law or there is a police interest sticker on the vehicle	Accept	N	N	C111A - Required by Law to stop		
		All	OR request relevant evidence to be provided within 14 days. If relevant evidence is supplied, accept the representation.	Accept	N	N	C111A - Required by Law to stop		
1.2	A representation states that the contravening vehicle was a Police vehicle on official duty at the time of the contravention.	All	If the contravention footage or other evidence provided shows a police vehicle on official duty then accept the representation.	Accept	N	N	C0004 - Police duty - form 4737 or similar		
		All	OR If it is unclear that the vehicle is a police vehicle, request further evidence.	Accept	N	N	C0004 - Police duty - form 4737 or similar		
1.3	A representation states that the contravening vehicle is an Ambulance.	All	If the contravention footage or other evidence provided shows an ambulance on official duty then accept the representation.	Accept	N	N	C0005 - Ambulance duty		
		All	OR If it is unclear that the vehicle is an Ambulance, request further evidence.	Accept	N	N	C0005 - Ambulance duty		
1.4	A representation states that the contravening vehicle is a Veterinary Ambulance.	All	Reject the representation. There is no exemption in place for Veterinary Ambulances.	Reject	N	N	N/A		
1.5	A representation states that the contravening vehicle is a Fire Brigade Vehicle.	All	If the contravention footage or other evidence provided shows a Fire Service vehicle on official duty, then accept the representation.	Accept	N	N	C004A - Fire brigade duty		
		All	OR If it is unclear that the vehicle is a Fire Brigade Vehicle, request further evidence.	Accept	N	N	C004A - Fire brigade duty		
1.6	A representation states that the contravening vehicle is an Emergency Services vehicle (such as doctor on call).	All	If the contravention footage or other evidence provided shows a health emergency badge then accept the representation.	Accept	N	N	C004B - other emergency service		
		All	OR if you believe the vehicle is an emergency service vehicle then request relevant evidence if not provided.	Accept	N	N	C004B - other emergency service		
		All	If you do not believe the vehicle is an emergency service vehicle then escalate to TFL.	Escalate	N	Y	N/A		
1.7	A representation states that the contravention occurred due to an emergency vehicle or as a result of an emergency.	All	If the contravention footage or other evidence provided supports the representation then accept the representation.	Accept	N	N	C111B - Prevented from proceeding by an emergency		

		All	OR request further evidence	Getting or giving help in consequence of an accident or an emergency, or otherwise taking action for public safety	Accept	N	N	C111B - Prevented from proceeding by an emergency		
1.8	A representation is made on the basis that the vehicle was parked or stopped unlawfully because either the vehicle had broken down or the driver was alarmed by an onboard noise or alarm.	All	View the contravention footage and/or any other evidence available. If evidence supports the customer account, accept the representation.		Accept	N	N	C02 - Broken down – supported by adequate proof		
		All	OR if the evidence is unclear, request further information	Either garage documentation, recovery documentation (AA, RAC or any other reputable vehicle recovery company) or documentary evidence (such as a receipt) stating the purchase of replacement parts that were used to mobilise the vehicle.	Accept	N	N	C02 - Broken down – supported by adequate proof		
1.9	A representation is received stating that the vehicle stopped to open/close a gate/barrier or to gain access to a construction site.	CCTV RR, On-Street, Bus Lane	View the footage and assess any other evidence to validate the representation. Accept if the activity of opening/closing a gate/barrier is demonstrated.		Accept	N	N	C111C - Opening/Closing a Gate/Barrier		
			OR request further evidence.	Documentation or photographs to confirm a gate or barrier is at the location.	Accept	N	N	C111C - Opening/Closing a Gate/Barrier		
1.10	A representation is made on the basis that the vehicle was parked or stopped because it had either ran out of petrol or had overheated.	All	Reject the representation on the basis that it is an avoidable circumstance.		Reject	N	N	N/A		
1.11	A representation is made on the basis that the Registered Keeper is claiming diplomatic immunity, or that they were on a diplomatic mission at the time of the contravention.	All	Diplomatic registered vehicles or those on a diplomatic mission are not exempt from road traffic contraventions.		Reject	N	N	N/A		
1.12	A representation states that the vehicle was displaying a dispensation.	CCTV RR, On-Street	Check that there was a valid dispensation in place for the location, date and time. Consider CCTV and CEO evidence checking that the vehicle was parked safely at the correct location, date and time of the dispensation.		Accept	N	N	C0047 - TfL Dispensation held		
1.13	A representation states a dispensation was obtained from TfL.	CCTV RR, On-Street	Verify with the Dispensation team that a valid dispensation was issued.		Accept	N	N	C0047 - TfL Dispensation held		
			Or if the dispensation location, date or time does not match, escalate.		Escalate	N	Y	N/A		
1.14	A representation states a dispensation application was made in time but no permit was provided by TfL.	CCTV RR, On-Street	Investigate the system to verify the claim. Accept if no permit was dispatched.		Accept	N	N	C0047 - TfL Dispensation held		

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		CCTV RR, On-Street	OR if dispatched, a dispensation is only valid if a permit is displayed.		Reject	N	Y	N/A		
1.15	A representation is made on the basis that the driver had to temporarily drive in a bus lane, in order that they could turn left to access a side road or driveway.	Bus Lane	View the evidence to validate the representation. If the vehicle was in the bus lane for a distance of over 20 metres, reject.		Reject	N	N	N/A		
		Bus Lane	OR if distance within the Bus Lane is less than 20 metres, accept.		Accept	N	N	C020Y - Vehicle not seen in bus lane		
1.16	A representation is made on the basis that the driver had to temporarily drive in a bus lane, in order to avoid colliding with another vehicle or to allow an emergency services vehicle to pass.	Bus Lane	View the evidence to validate the representation.		Accept	N	N	C111B - Prevented from proceeding by an emergency		
1.17	A representation is made on the basis that the driver stopped in a box junction to give way to an emergency vehicle.	Moving	View the evidence to validate the representation.		Accept	N	N	C111B - Prevented from proceeding by an emergency		
1.18	A Representation states that the vehicle was a dial a ride vehicle and on duty at the time of contravention.	CCTV RR, On-Street	View the evidence to determine the activity and to validate the vehicle is dial-a-ride. If both is confirmed and the vehicle is not stopped on zig zags, accept.		Accept	N	N	C001B - Discretionary		
		CCTV RR, On-Street	OR if the evidence does not support the representation, escalate.		Escalate	N	Y	N/A		
		Moving	Reject the representation.		Reject	N	N	N/A		
1.19	A Representation states that the vehicle was a dial a ride vehicle and is permitted to travel in a bus lane.	Bus Lane	View the evidence to validate the vehicle is dial-a-ride. If so, accept.		Accept	N	N	C001B - Discretionary		
1.20	A Representation states that the vehicle is a coach and that no alternative parking was available for picking up / dropping off.	CCTV RR, On-Street	Validate the restrictions in place		Reject	N	Y	N/A		
1.21	A Representation states that the vehicle is a coach and that coaches can park in a bus stop / stand	CCTV RR, On-Street	View the evidence, and/or Metros to ensure that Bus Signage does not specify local buses only. If setting down or dropping off took place accept the representation.		Accept	N	N	C0P20 - Not in contravention of parking restrictions.		
		CCTV RR, On-Street	Or if the vehicle was observed for less than three minute period		Accept	N	N	C0G20 - Insufficient Observation Time or C057F - Inadequate observation time		
		CCTV RR, On-Street	Or over three minutes with no activity		Reject	N	N	N/A		
1.22	A Representation is made on the basis that glazing works were being carried out at the location.	CCTV RR, On-Street	View the evidence to determine if glass was being carried to or from a premises.		Accept	N	N	C0028 - Emergency Utility Works		
		CCTV RR, On-Street	OR request evidence to establish if glass was being carried to or from the premises.	Job-sheet.	Accept	N	N	C0028 - Emergency Utility Works		
		CCTV RR, On-Street	OR if the evidence determines that the vehicle was not loading / unloading glass but was waiting whilst the works was being carried out, reject.		Reject	N	N	N/A		

1.23	A Representation is received stating the vehicle is exempt as it is either part of the Royal Mail or Parcel Force.	CCTV RR, On-Street	View the evidence to determine if it is a Royal Mail vehicle AND has the Royal Crest AND there is no activity to conflict with the exemption of being a universal service provider.		Accept	N	N	C028A - Statutory works to TLRN or street furniture	v9	
		CCTV RR, On-Street	OR if it cannot be determined to be a Royal Mail vehicle, due to either unclear footage OR the lack of activity, escalate to TfL.		Escalate	N	Y	N/A		
		CCTV RR, On-Street	OR if the evidence determines a Royal Mail vehicle AND suggests activity <b>not</b> to be considered under the exemption OR does not have the Royal Livery, please escalate.		Escalate	N	Y	N/A		
		CCTV RR, On-Street	OR the evidence determines it is a Parcel Force vehicle AND has the Royal Crest.		Escalate	N	Y	N/A		
		CCTV RR, On-Street	OR view the evidence to determine if it is a Parcel Force vehicle AND does <b>not</b> have the Royal Crest. Consider rule 2.2 regarding Commercial activity.		N/A	N	N	N/A		
1.24	A Representation is made by a Statutory Utility body or a contactor working on behalf a Statutory Utility body and was engaged in statutory work at the time of the contravention.	CCTV RR, On-Street	View the evidence to determine if the activity supports the representation.		Accept	N	N	C028A - Statutory works to TLRN or street furniture		
		CCTV RR, On-Street	OR request evidence detailing the date, time, location and nature of the work.	Job-sheet.	Accept	N	N			
1.25	A representation is received stating that the motorist had to stop to read the signage.	CCTV RR, On-Street	View the evidence to determine if the activity observed quantifies the representation. Consider if the activity was apparent to the CEO or Camera Operator		Accept	N	N	C0P20 - Not in contravention of parking restrictions		
1.26	A representation is received stating that the vehicle was involved in a police operation and are unable to provide evidence to support this.	All	View the evidence to determine if the activity supports the representation. Also determine if valid documentation supports the representation.	E-mail / letter on headed paper.	Accept	N	N	C0004 - Police duty - form 4737 or similar		
			OR if the evidence does not support this, escalate		Escalate	N	Y	N/A		
1.27	A representation is received stating that the vehicle was stopped due to being involved in an accident.	All	View the evidence to determine if the activity supports the representation.		Accept	N	N	C111A - Required by Law to stop		
			OR if the evidence does not support this, request further evidence.		Accept	N	N	C111A - Required by Law to stop		
1.28	A representation is received stating that the vehicle was stopped, either with the permission of TfL or due to carrying out activities on behalf of TfL.	All	View the contravention footage or other evidence to determine if the activity qualifies for the highways maintenance exemption.	E-mail / letter on TfL headed paper.	Accept	N	N	C111E - Maintenance/Improvement of the Red Route		
			OR escalate to TfL to determine the validity of the representation.		Escalate	N	Y	N/A		
1.29	A representation is received stating the vehicle was being used to collect commercial waste of a chemical or sanitation nature.	CCTV RR, On-Street	see rules 2.2 and 2.3		n/a	N/A	N/A	n/a		

Loading	2.1	A representation is made on the basis that loading or unloading of goods was taking place in a designated bay within the permitted times and restriction at the time of the contravention.	CCTV RR, On-Street	View Contravention footage or notes to establish if loading or unloading was taking place in accordance with the requirement of the bay. If so, accept.		Accept	N	N	C020H - Loading/unloading seen		
				OR If a domestic vehicle, request proof of loading / unloading.	A receipt showing pre-ordered goods of a heavy or bulky nature	Accept	N	N	C0046 - Loading or unloading, supported by documentation		
				OR If the vehicle is being used for commercial activity - see rule 2.2		n/a	N/A	N/A	n/a		
				Investigation shows a vehicle has overstayed the restricted loading time for less than 5 minutes.		Accept	N	N	C020H - Loading/unloading seen		
				The vehicle has overstayed the restricted loading time by more than 5 minutes		Reject	Y	N	C109A - Stopped within the hours of a loading bay.		
				The vehicle is seen to enter and exit the bay with no activity seen during a period of constant observation		Reject	Y	N	C109A - Stopped within the hours of a loading bay.		
				The vehicle is seen to enter and exit the bay with no activity seen. However, there is not constant observation.		Accept	N	N	C0G20 - Insufficient observation time		
	2.2	A representation is received stating commercial activity (a vehicle is being used to conduct an activity necessary for their trade or business) AND is within the permitted times and restriction at the time of the contravention. Note: Commercial activity is not restricted to the vehicle type. The rep may state the nature of the business to indicate whether it is to be considered as commercial.	CCTV RR, On-Street	View Contravention footage or notes to establish if loading or unloading was taking place in accordance with the requirement of the bay. If so, accept.		Accept	N	N	C0046 - Loading or unloading, supported by documentation	v7	
				Or the footage does not show loading of a commercial activity but the representation does provide evidence of commercial loading.	Job sheet or receipt.	Accept	N	N	C0046 - Loading or unloading, supported by documentation		
				Or the footage does not show loading of a commercial activity and the rep does not indicate commercial activity		Reject	Y	N	C109A - Stopped within the hours of a loading bay.		v9
2.3	A representation states that loading or unloading was taking place in a designated bay but outside of the permitted times.	CCTV RR, On-Street	If loading or unloading overran the permitted bay time by <b>no more than 5 minutes</b> (i.e. the bay is permitted loading 1000-1600 but the vehicle is using the bay at 16:03) then accept. This is true for 5 minutes before and after the permitted hours.		Accept	N	N	C020H - Loading/unloading seen			
			If loading or unloading overran the permitted bay time by <b>more than 5 minutes</b> (i.e. the bay is permitted loading 1000-1600 but the vehicle is using the bay at 16:06) then reject.		Reject	Y	N	C109B - the vehicle either overstayed or was outside the hours of a (parking and loading) bay.			
		CCTV RR, On-Street	If the vehicle has not overran the permitted bay time but has stopped outside the hours of a bay, reject.		Reject	Y	N	C109B - the vehicle either overstayed or was outside the hours of a (parking and loading) bay.			
2.4	A representation states that loading or unloading was taking place whilst double-parked outside a designated bay due to an adjacent bay being occupied.	CCTV RR, On-Street	View Contravention footage or the evidence provided to confirm loading or unloading was taking place.		Escalate	N	Y	N/A	V7		
			OR if no loading or unloading is seen, reject.		Reject	N	N	N/A	V7		



2.5	A representation is made on the basis that shopping constitutes loading.	CCTV RR, On-Street	Investigation indicates the customer was using the bay to undertake shopping and no items have been pre-purchased or ordered for collection		Reject	Y	N	N/A		
2.6	A representation is made stating the vehicle was stopped to make a pre-arranged collection or delivery but the goods were either not ready for collection or the delivery could not occur.	CCTV RR, On-Street	Request further evidence to determine if a delivery or collection was pre-arranged. Upon receipt, escalate to TfL for approval.	A job sheet showing pre-ordered goods.	Escalate	Y	Y	N/A	v9	
2.7	A representation is received stating the vehicle is stopped within a loading bay to facilitate the dropping off of a passenger.	CCTV RR, On-Street	The evidence confirms the bay was not being used for loading / unloading.		Reject	Y	N	N/A	v9	
3.1	A London registered Private Hire Vehicle (PHV) stopped on the red route during restricted hours displaying a valid licence but without displaying a TfL Roundel.	CCTV RR, On-Street	1. The contravention footage determines the activity of setting up / picking down. 2. The vehicle was not causing an obstruction whilst double parked or was not stopped on a Wide Red Line, pavement or Zig-Zag. 3. Evidence in the form of a pre-booked job sheet is supplied.		Accept	N	N	C039G - PHV setting down/picking up (PCO Licence seen)		
			OR if activity cannot be determined, a pre-booked job sheet is required but the time of the booking must be 2 minutes either side of the start and end of the contravention footage.	A pre-booked job sheet showing the time of the booking must be 2 minutes either side of the start and end of the contravention footage.	Accept	N	N	C039G - PHV setting down/picking up (PCO Licence seen)		
3.2	A PHV stopped on the red route during restricted hours displaying a TfL Roundel but without displaying a valid licence.	CCTV RR, On-Street	1. Determine the vehicle is a PHV by accessing the TfL provided database. 2. The contravention footage determines the activity of setting up / picking down. 3. The vehicle was not causing an obstruction whilst double parked or was not stopped on a Wide Red Line, pavement or Zig-Zag.		Accept	N	N	C039C - PHV setting down/picking up (roundel displayed)		
			OR if unable to determine if the vehicle is a PHV, request a copy of the licence to be supplied within 14 days.	A copy of the licence.	Accept	N	N	C039C - PHV setting down/picking up (roundel displayed)		
			OR if activity cannot be determined, a pre-booked job sheet is required but the time of the booking must be 2 minutes either side of the start and end of the contravention footage.	A pre-booked job sheet showing the time of the booking must be 2 minutes either side of the start and end of the contravention footage.	Accept	N	N	C039C - PHV setting down/picking up (roundel displayed)		
3.3	A PHV stopped on the red route during restricted hours without displaying both a valid licence and a TfL roundel.	CCTV RR, On-Street	1. Determine the vehicle is a PHV by accessing the TfL provided database. 2. The contravention footage determines the activity of setting up / picking down. 3. The vehicle was not causing an obstruction whilst double parked or was not stopped on a Wide Red Line, pavement or Zig-Zag.		Accept	N	N	C039C - PHV setting down/picking up (roundel displayed)		

			OR if unable to determine if the vehicle is a PHV, request a copy of the licence to be supplied within 14 days.	A copy of the licence.	Accept	N	N	C039C - PHV setting down/picking up (roundel displayed)		
			OR if activity cannot be determined, a pre-booked job sheet is required but the time of the booking must be 2 minutes either side of the start and end of the contravention footage.	A pre-booked job sheet showing the time of the booking must be 2 minutes either side of the start and end of the contravention footage.	Accept	N	N	C039C - PHV setting down/picking up (roundel displayed)		
3.4	A representation is received from a PHV stating that they are exempt from displaying their licence or roundel.	CCTV RR, On-Street	If the driver has an exemption for not displaying their licence and the TfL roundel, then they do not have an exemption to pick-up or drop-off on the TLRN.		Reject	N	N	N/A		
3.5	A taxi licensed to another authority stopped on the red route during restricted hours.	CCTV RR, On-Street	1. Determine the vehicle is a Taxi by reviewing the evidence provided		Accept	N	N	C039A - Taxi setting down/picking up		
			2. The contravention footage determines the activity of setting down.							
			3. The vehicle was not causing an obstruction whilst double parked or was not stopped on a Wide Red Line, pavement or Zig-Zag.							
			OR if unable to determine if the vehicle is a Taxi, request a copy of the licence to be supplied within 14 days.							
			OR if activity cannot be determined, a pre-booked job sheet is to be requested.	job sheet	Accept	N	N	CO39J - Booking sheet provided and registration confirmed.		
3.6	A vehicle parked or stopped to use a cash machine between the hours of 10PM to 6AM and is a Taxi, a PHV or an out of London Taxi.	CCTV RR, On-Street	View the CCTV or photo evidence. If it is established that the vehicle is a Taxi or a PHV, and was allowing a fare to use a cash machine between the hours of 10PM to 6AM, and is not on a Wide Red Line or a Zig Zag, accept the representation.		Accept	N	N	C039B - Waiting at Cash point		
		CCTV RR, On-Street	On investigation of the CCTV footage, it is established that the vehicle is a Taxi or a PHV The driver is present but no passenger activity can be seen. Request a booking sheet.	A booking/job sheet.	Accept	N	N	C039B - Waiting at Cash point		
3.7	Any vehicle, other than a licence taxi or a PHV, parked or stopped to use a cash machine.	CCTV RR, On-Street	Reject the representation unless the action was permitted within the restrictions.		Reject	N	N	N/A		
3.8	A representation states that a taxi is allowed to travel in a specified bus lane.	Bus Lane	Investigate the contravention footage to determine that the vehicle is a Taxi. Then use Metros to verify if the Bus Lane restrictions permit use by a Taxi.		Accept	N	N	C037B - Taxis permitted in bus lane		

			If you unable to determine if the vehicle is a Taxi, request further evidence. Also, use Metros to verify if the Bus Lane restrictions permit use by a Taxi.	Copy of valid Hackney or Licence.	Accept	N	Y	C037B - Taxis permitted in bus lane		
3.9	A representation is made on the basis that a PHV or a PHV driver is permitted to travel in a bus lane.	Bus Lane	Reject the representation. Draft a rejection letter but escalate to TfL for review.		Escalate	N	Y	N/A		
3.10	A Taxi drove in a 'Bus Only' bus lane or bus gate during its hours of operation.	Bus Lane	Reject the representation after confirmation that there was no TMO in place permitting taxis to drive in the particular bus lane. Taxis are not permitted in a 'Bus Only' bus lane or bus gate except where there is a TMO in place specifying such a case.		Reject	N	N	N/A		
3.11	A London Hackney Carriage driver states they are stopped in a taxi rank or are waiting for a space in a taxi rank.	CCTV RR, On-Street	View the footage and other evidence available and verify the restrictions on Metros. Accept if the vehicle is within the permitted restrictions and rank.		Accept	N	N	C0P20 - Not in contravention of parking restrictions.		
		CCTV RR, On-Street	Reject if the required observation time for that particular restriction shows the vehicle to be over-ranking. Note: Disregard the required observation time to determine pick-up/set-down.		Reject	N	N	N/A		
3.12	The driver of a Taxi or a PHV left the vehicle unattended to collect / assist their passenger.	CCTV RR, On-Street	1. Determine the vehicle is a Taxi or PHV. 2. The contravention footage determines the activity of setting up / picking down. 3. The vehicle was not causing an obstruction whilst double parked or was not stopped on a Wide Red Line, pavement or Zig-Zag.		Accept	N	N	C039A - Taxi setting down/picking up		
			OR if unable to determine if the vehicle is a Taxi / PHV, request a copy of the licence to be supplied within 14 days.	A copy of the licence.	Accept	N	N	C039C - PHV setting down/picking up (roundel displayed)		
			OR if activity cannot be determined, a pre-booked job sheet is required but the time of the booking must be 2 minutes either side of the start and end of the contravention footage.	A pre-booked job sheet showing the time of the booking must be 2 minutes either side of the start and end of the contravention footage.	Accept	N	N	C039A - Taxi setting down/picking up		
3.13	A PHV or Taxi is stopped to pick up a pre-arranged fare but the job has been cancelled.	CCTV RR, On-Street	1. Determine the vehicle is a Taxi or PHV.		Accept	N	N	C039C - PHV setting down/picking up (roundel displayed)	V9	
			2. A pre-booked job sheet is required but the time of the booking must be 2 minutes either side of the start and end of the contravention footage.							
4.1	A representation is made on the basis they are a Blue Badge Holder and was displaying their BB whilst stopped within the operational hours of a designated bay.	CCTV RR, On-Street	The evidence shows a blue badge is on display		Accept	N	N	CAD20 BB Bay – Unable to see dashboard		
			OR The footage shows it was either not possible or that there was no attempt to zoom into a dashboard to determine if a BB was on display.		Accept	N	N	CAD20 BB Bay – Unable to see dashboard		
			OR a copy of a valid Blue Badge is supplied	Copy of a valid Blue Badge	Accept	N	N	C0054 - Valid Blue Badge confirmed		

			OR a copy of a valid Blue Badge has previously been supplied	Copy of a valid Blue Badge	Accept	N	N	C0054 - Valid Blue Badge confirmed		
4.2	A representation is made on the basis they are a Blue Badge Holder and was displaying their BB but was not within the operational hours of a designated bay.	CCTV RR, On-Street	A copy of a valid Blue Badge is supplied and the BBH has not benefitted from a previous case cancelled for the same scenario	Copy of a valid Blue Badge	Accept	N	N	C054C - Blue Badge Holder 1st offence		
			OR the BBH has benefitted from a previous case being cancelled for the same scenario.		Reject	N	N	N/A		
4.3	A representation is made on the basis of being a Blue Badge holder but they have overstayed the stopping time afforded by the Badge.	CCTV RR, On-Street	View the evidence to determine if a Blue badge is displayed. If so and the overstay is 5 minutes or less accept the representation.		Accept	N	N	C0054 - Valid Blue Badge confirmed		
			OR a copy of a valid Blue Badge has previously been supplied and the overstay is 5 minutes or less accept the representation.	Copy of a valid Blue Badge	Accept	N	N	C0054 - Valid Blue Badge confirmed		
			OR request a copy of the Blue Badge and apply the 5 minute overstay allowance.	Copy of a valid Blue Badge	Accept	N	N	C0054 - Valid Blue Badge confirmed		
			OR if overstay is greater than 5 minutes AND the BBH has not benefitted from a previous case cancelled for the same scenario		Accept	N	N	C054C - Blue Badge Holder 1st offence		
			OR the BBH has benefitted from a previous case being cancelled for the same scenario.		Reject	N	N	N/A		
4.4	A representation is made on the basis that the passenger is a Blue Badge holder and required assistance by the driver whilst picking up or setting down.	CCTV RR, On-Street	View the evidence to determine the activity. A vehicle can be left unattended if assistance is being given to the Disabled passenger.		Accept	N	N	C054A - Valid Blue Badge - Set down & pick up		
			OR if the passenger activity cannot be determined, escalate to TfL.		Escalate	N	Y	N/A	V9	
4.5	The representation states that the driver/passenger is a Blue Badge holder but that they did not display the badge and/or clock at the time of the contravention.	CCTV RR, On-Street	Consider the restrictions in place to verify if an exemption is in place at the location. If a copy of a valid Blue Badge has previously been supplied, accept.	Copy of a valid Blue Badge.	Accept	N	N	C054C - Blue Badge Holder 1st offence		
			OR request a copy of a valid Blue Badge.	Copy of a valid Blue Badge.	Accept	N	N	C054C - Blue Badge Holder 1st offence		
			OR if no exemption is in place, reject.		Reject	N	N	N/A		
4.6	The representation states that a Blue Badge was displayed but the Blue Badge holder was not present at the time of the contravention.	CCTV RR, On-Street	Reject the Representation.		Reject	N	N	N/A		
4.7	A Blue Badge was displayed by the driver of the vehicle, but the clock was obscured and a PCN was subsequently issued.	CCTV RR, On-Street	View the evidence to determine if a Blue Badge is indeed present but obscured. If so, accept.		Accept	N	N	C054B - Unclear dashboard (blue badge holder only)		
			OR if unable to determine the presence of a Blue Badge, request a copy.	Copy of a valid Blue Badge.	Accept	N	N	C054B - Unclear dashboard (blue badge holder only)		
4.8	A representation is made on the basis that a vehicle displaying a valid Blue Badge is permitted to travel in a bus lane.	Bus Lane	Reject the representation. Disabled badge holders are not exempt from bus lane enforcement.		Reject	N	N	N/A		

	4.9	A representation is received stating a white companion badge or any other local Authority issued Disability Badge was displayed at the time of the contravention.	CCTV RR, On-Street	Escalate.	Copy of a valid Blue Badge.	Escalate	N	Y	N/A	v7	
H i r e  /  L e a s e	5.1	A representation from a Hire Company requests liability to be transferred to the hirer of the vehicle.	CCTV RR, On-Street, Moving	Check <a href="http://directory.bvrla.co.uk/members_directory/">http://directory.bvrla.co.uk/members_directory/</a> for membership of the BVRLA. If registered, re-issue the PCN to the name and address of the hirer of the vehicle.		N/A	N/A	N/A	N/A		
			CCTV RR, On-Street, Moving	OR if not registered request further evidence.	A hire agreement signed by the hirer, with dates of hire, the VRM and the hirer's full name and postcode.	N/A	N/A	N/A	N/A		
	5.2	A representation from a Hire Company requests liability to be transferred to the hirer of the vehicle for a Bus Lane Contravention.	Bus Lane	The request to transfer liability should be rejected. A letter should be issued stating that we are unable to transfer liability as per the London Local Authorities Act 1996, and clarifying that liability rests with the owner of the vehicle.		Reject	N	N	N/A		
	5.3	A Hire Company ticks the box to indicate that they are no longer the owner of the vehicle.	All	Request the necessary evidence to demonstrate they were not the owner at the time of contravention. Re-issue the PCN to the name and address of the owner of the vehicle.	An agreement with a clause specifically transferring ownership for a period of time, or indefinitely.	Accept	N	N	N/A		
	5.4	A representation is received from a Lease Company to the affect that they are not the owner of the vehicle because they do not keep the vehicle.	Bus Lane	Reissue the PCN to the owner of the vehicle	Evidence indicating transfer of ownership	Accept	N	N	N/A		
	6.1	A representation is received stating that after entering the Box Junction, another vehicle changed lanes, thus blocking their exit.	Moving	View the evidence to validate the representation.		Accept	N	N	COL20 - On entering the box junction the vehicles exit was clear.		
	6.2	A representation is received stating the traffic lights were green.	Moving	View the evidence to ensure the exit was not clear upon entry and that the vehicle was stationary for 5 seconds.		Reject	N	N	N/A		
	6.3	A vehicle is stationary within a Box Junction but the representation claims they were not causing an obstruction or that the vehicle was only partially within the Box Junction.	Moving	View the evidence to ensure the exit was not clear upon entry and that the vehicle was stationary for 5 seconds.		Reject	N	N	N/A		
			Moving	AND View the evidence to determine the impact their vehicle had on the traffic flow of other road users. If none <b>and</b> the vehicle is only partially within the YBJ markings, consider if a minor infringement.		Reject	Y	N	C109C YBJ minor infringement		
6.4	A representation is received stating their vehicle was not stationary within the Box Junction.	Moving	View the evidence to ensure the exit was not clear upon entry and that the vehicle was stationary for 5 seconds.		Reject	N	N	N/A			

			AND View the evidence to determine the impact their vehicle had on the traffic flow of other road users. If none <b>and</b> the vehicle is only partially within the YBJ markings, consider if a minor infringement.		Reject	Y	N	C109C YBJ minor infringement			
6.5	A representation is received stating the Box Junction is non-compliant	Moving	Determine if the YBJ is enforceable AND is either DfT approved or TSRGD compliant.		Reject	N	N	N/A			
			Or if the lines are seen to be faded or missing escalate via the Street Fault tracker		Escalate	N	Y	N/A			
			OR if unenforceable on Metros, accept.		Accept	N	N	C018A - Incorrectly marked box junction			
6.6	A representation is made on the grounds that the signage or road markings at the contravention location are confusing, incorrect or missing.	All	Check the location is enforceable using metros and TfL communication AND the correct restrictions are stated on the signage and by the road marking. If enforceable and correct THEN reject the representation.		Reject	Y	N	N/A			
			OR If METROS or TfL communication record the location as unenforceable accept the representation. If the data provided conflicts with METROS, escalate to TfL.		Accept	N	Y	C0018 - Incorrect signage or road markings			
			CCTV RR, Moving	OR if contravention video or still images show that a sign OR road marking is missing or incorrect then accept the representation. If the data provided conflicts with METROS, escalate to TfL ASAP.		Accept	N	Y	C018B - Missing signs		
			On-Street	OR if the CEO has determined within their evidence gathered that the signs or lines are insufficient (faded / missing / incorrect) refer to the CEO cancellation queue.		Accept	N	N	C57 - Civil Enforcement Officer error		
			Moving	If METROS or TfL communication record the location is unenforceable		Accept	N	N	C018A - Incorrectly marked box junction		
6.7	A representation is received stating the vehicle was parked in a bay prior to the suspension warning notice being erected.		View the footage and any further evidence provided to establish if suspension signs were displayed at the time of the contravention. If not, the suspension cannot be enforced. Verify the regular restrictions on Metros; if vehicle is within the permitted times, accept.		Accept	N	N	C0051 - In Bay / On Road prior to suspension			
			OR if the vehicle is outside the regular restrictions, it is still in contravention.		Reject	N	N	N/A			
6.8	A representation states that the driver of the vehicle was sick or taken ill at the time of the contravention.	All	View the contravention footage and/or any other evidence available. If the situation is deemed to have constituted a potential and genuine emergency and evidence supports this, accept the representation.		Accept	N	N	C001C - Compassionate grounds			
			OR If unable to determine the veracity of the incident, further evidence from the customer must be requested within 14 days.	A copy of a medical note, a confirmation letter from a Doctor or hospital, or similar		Accept	N	N	C0027 - Medical emergency proof supplied		

6.9	A representation states that the contravening vehicle was stolen or taken without consent.	All	Request additional relevant information within 14 days if not provided. If requested information/evidence is provided, and if details are validated with the police station, accept the representation.	Crime reference number and police station to which crime was reported, or similar.	Accept	N	N	C11 - Vehicle stolen – crime number supplied		
#####	A representation states that the amount payable documented on the PCN is incorrect.	All	Check amount on PCN. If the amount payable is printed correctly on the PCN, reject the representation.		Reject	N	N	N/A		
6.11	A representation is made on the basis that the contravention location printed on the PCN is incorrect.	All	Validation of Metros against another mapping resource indicates that Metros is incorrect and subsequently the location description on the PCN.		Accept	N	Y	C113A - Metros Tech Issue (TFL Auth ONLY)		
		All	OR Investigation of the location using the video images, photographic record and/or officer notes indicate that the location has been incorrectly recorded by the issuing officer		Accept	N	N	C020D - Incorrect EZ Location		
		On Street	OR Investigation of the location using the photographic record and/or officer notes indicate that the location has been incorrectly recorded by the issuing officer		Accept	N	N	C057D - Incorrect location		
		On Street	OR Investigation of the location using the photographic record and/or officer notes show the location to be ambiguous		Accept	N	N	C057S - Ambiguous Locations		
		ALL	OR Validation and Investigation show the location is correct		Reject	N	N	N/A		
6.12	A Representation is made on the basis that a funeral hearse, funeral limousine or vehicle travelling within a funeral cortege contravened by stopping on a Red Route.	CCTV RR, On-Street	View the evidence to establish that the vehicle was engaged in a valid funeral service. If so, accept.		Accept	N	N	COO1C - Compassionate grounds		
			OR request further evidence to establish that service was taking place in the vicinity of the contravention location with corresponding time and date.	Undertakers documentation.	Accept	N	N	COO1C - Compassionate grounds		
6.13	A Representation is made on the basis that a hearse, funeral limousine or vehicle travelling within a funeral cortege contravened by travelling in a bus lane during hours of operation.	Bus Lane	Escalate to TfL to consider the circumstances of the case.		Escalate	N	Y	N/A		
6.14	A representation is made on the basis that the contravention occurred on a Sunday or Bank Holiday.	All	Check the restrictions for the day of the contravention. If restrictions do not apply on a Sunday or Bank Holiday, escalate to TfL.	TfL apply Sunday restrictions for Bank Holidays. If the Bay/Bus Lane is Mon-Sat, we do not enforce on a Bank Holiday.	Escalate	N	Y	C057G - Vehicle not in contravention of restrictions OR C0P20 - Not in contravention of parking restrictions.		
			OR reject if restrictions do apply.		Reject	N	N	N/A		
6.15	A representation is made on the basis that the vehicle is a bus and was compelled to stop in a box junction due to	Moving	Reject the representation.		Reject	N	N	N/A		

	its length.		AND View the evidence to determine the impact their vehicle had on the traffic flow of other road users. If none <b>and</b> the vehicle is only partially within the YBJ markings, consider if a minor infringement.		Reject	Y	N	C109C YBJ minor infringement		
6.16	A representation is made on the basis that the driver was compelled to stop in a box junction due to a vehicle stopping ahead.	Moving	View the evidence. If the exit to the Box Junction was not clear at the moment of entry, reject.		Reject	N	N	N/A		
			OR if the exit of the Box Junction was clear at the moment of entry, but taken by another vehicle, accept.		Accept	N	N	C0L20 - On entering the box junction the vehicles exit was clear.		
			AND View the evidence to determine the impact their vehicle had on the traffic flow of other road users. If none <b>and</b> the vehicle is only partially within the YBJ markings, consider if a minor infringement.		Reject	Y	N	C109C YBJ minor infringement		
6.17	A representation is made on the basis that the driver was lost and therefore made a banned turn (or similar moving traffic contravention).	Moving	Reject the representation.		Reject	N	N	N/A		
6.18	A representation is made on the basis that the driver had to make a U-turn (or other banned turn) to avoid the traffic ahead.	Moving	Reject the representation.		Reject	N	N	N/A		
6.19	A Representation states a customer was making a delivery to a Charity Shop.	CCTV RR, On-Street	View the evidence to validate the representation and consider the restrictions in place.		Accept	N	N	C0046 - Loading or unloading, supported by documentation		
			Or if the evidence does not validate the rep AND the vehicle is within the operational hours of a bay, request a copy of a letter from the charity shop; outlying the date and time of the donation.	E-mail / letter from the Charity shop.	Accept	N	N	C0046 - Loading or unloading, supported by documentation		
6.20	A representation is received claiming that two Penalty Charge Notices have been issued for the same contravention.	On Street	Verify that two PCNs have been issued for the <b>same contravention date</b> . Then check: the location is the same and the vehicle has not moved; Cancel the second PCN		Accept	N	N	C009 Duplicate		
		CCTV RR	Verify that two PCNs have been <b>issued within a 24 hour window</b> . Then check: the location is the same and the vehicle has not moved. Cancel the second PCN		Accept	N	N	C009 Duplicate		
		CCTV RR, On-Street	Verify that two PCNs have been <b>issued within a 24 hour window</b> . Then check: the location is the same and the vehicle has not moved. Cancel the CCTV PCN		Accept	N	N	C009A - Double Jeopardy		
6.21	A blank Representation is submitted, with no Ground for Representation specified (no box ticked on the PCN or NTO) nor any further details provided (i.e. a blank PCN or NTO).	All	A letter must be sent to the Registered Keeper which requests further details of the representation to be provided within 14 days.		N/A	N/A	N/A	N/A		
6.22	A representation is made on the basis that the Registered Keeper was not driving the vehicle at the time of the contravention.	All	Reject the representation. The Registered Keeper who may also be the owner of the vehicle is liable for the penalty charge.		Reject	N	N	N/A		

OTHER



6.23	The author of the Representation states that they have never kept or been the Registered Keeper of the contravening vehicle.	All	A response must be sent to the customer that requests documentary evidence supporting their claim. Re-issue if necessary.	A confirmation letter from the DVLA.	Accept	N	N	N/A		
6.24	Customer claims the vehicle in the image is not their vehicle and/or they were not at the location on the date of contravention.	All	An evidence check confirms VRM is different or a make/model mismatch.		Accept	N	N	C020Z - Incorrect / Unclear VRM		
			OR Request proof of involvement of another enforcement agency (e.g. police, local authority), who have confirmed vehicle is a ringer/clone	Police station details AND crime reference number or agency/authority headed	Accept	N	N	C0014 - Ringer/Cloned Vehicle		
			OR Request a copy of the DVLA VQ5 AND photographs of the vehicle to establish a difference with the contravening vehicle.	VQ5 and photographic evidence. Also consider copy of the tax disc.	Accept	N	N	C0014 - Ringer/Cloned Vehicle		
6.25	The representation states the vehicle was sold before the contravention date.	All	If the representation includes the required evidence, then issue the PCN to the owner.	Invoice (proof of sale) with the date of sale, New Keeper name and full address including Postcode, VRM and signatures of both parties. Alternatively a confirmation letter from RKs Insurance company which details the date of cancellation of the policy. A letter from the DVLA confirming the date the vehicle was sold. A copy of the vehicle log book with the new keeper details section fully completed.	Accept	N	N	N/A		
			OR If not provided request further evidence, to be provided within 14 days.		Accept	N	N	N/A		
6.26	The Relevant Person making the representation states that the Registered Keeper (person liable for the debt) has died.	All	If the representation includes documentary evidence, accept.	A copy of the Death Certificate or similar.	Accept	N	N	C001C - Compassionate grounds		
			OR request further evidence from the relevant person making the representation, not the registered keeper.		Accept	N	N	C001C - Compassionate grounds		
6.27	A representation is received requesting that a reply be sent via e-mail.	All	A response to be sent to the customer's postal address, including an explanation that we are obligated to respond via post only.		N/A	N	N	N/A		
6.28	A representation claims that a VDA (Vehicle Drive Away) or PFS "Prevented from Serving" PCN cannot be enforced as legislation does not permit this.	CCTV RR, On-Street	A Notice of Rejection should be issued clarifying that VDA or PFS PCNs are enforceable under the TMA 2004. Ensure the CEO's notes are used as evidence.		Reject	N	N	N/A		
6.29	A Representation is received from a company that has an MOU (Memorandum of Understanding) with Transport for London.	CCTV RR, On-Street	Determine that the location, date and time falls within the terms of the MOU.		Escalate	N	Y	N/A		
			OR if the location, date and time is not within the terms of the MOU, reject.		Escalate	N	Y	N/A		

6.30	A Representation is made on the basis that a vehicle is permitted by Transport for London to use the Red Route/travel in a bus lane (is on the TfL permitted vehicles database).	CCTV RR, On-Street, Bus Lane	Refer to TfL via the RNCGroup@tfl.gov.uk for further guidance.		Escalate	N	Y	N/A		
6.31	A representation is received stating that the Registered Keeper is a company and has gone into liquidation.	All	Request evidence of liquidation such as an official letter from the administrator.		Accept	N	N	C15 - Company Liquidated		
6.32	A representation is received that the PCN was issued on a borough/council road, not part of the red route.	All	Use Metros to confirm the Local Authority responsible for the location.		Accept	N	N	C0024 - Invalid PCN, location not enforced by TfL		
6.33	A representation is received stating they are a Mini-bus and are permitted to use a Bus Lane	Bus Lane	If the vehicle has more than nine passenger seats (not including the drivers seat), accept.	Seating capacity as provided by the DVLA.	Accept	N	N	C0036 - Minibus (more than 9 passenger seats excluding driver)		
6.34	A representation is received stating that road signs were advising motorists to use the Bus Lane.	Bus Lane	Escalate to TfL		Escalate	N	Y	N/A		
6.35	A representation is received stating that they were not causing an obstruction in a Box Junction as one or more of the roads was closed due to road works.	Moving	If the contravention footage or other evidence provided shows that roads were indeed closed, escalate to TfL.		Escalate	N	Y	N/A		
6.36	A representation is received stating they were within the permitted time allocation of a bay.	CCTV RR	Ensure the 1st observation time is noted on the evidence pack. Use Metros to verify the permitted time has been contravened.		Reject	Y	N	C109B - the vehicle either overstayed or was outside the hours of a (parking and loading) bay.		
		On Street	Ensure the 1st observation time is noted on the evidence pack and that the position of the valves have been captured in the Officers notes. Use Metros to verify the permitted time has been contravened.		Reject	Y	N	C109B - the vehicle either overstayed or was outside the hours of a (parking and loading) bay.		
6.37	A representation is received stating the vehicle was stopped / parked on private property.	CCTV RR, On-Street	Consider the contravention footage, Metros and other evidence provided to determine if the location is private property. Review evidence provided for any previous cases.		Accept	N	N	C0P20 - Not in contravention of parking restrictions.		
			OR request a copy of the Land Registry to determine if it is private property.	copy of Land Registry.	Accept	N	N	C0P20 - Not in contravention of parking restrictions.		
		OR if further clarification is required, escalate to TfL to seek validation via the TfL Asset Database.		Escalate	N	Y	N/A	v7		
6.38	The Relevant Person making the representation states that the Registered Keeper (person liable for the debt) is unable to respond to the PCN as they are either serving in the Armed Services, detained by her Majesty or any other circumstances where a vehicle is being used by another person but there has not necessarily been a change of ownership.	All	Escalate to the PMA team to determine if a change of keeper is appropriate.		Escalate	N	Y	N/A		

6.39	A representation is received stating they were either not aware of the restriction or they did not understand the signing.	Wilton Road	View the evidence to validate the representation.		Reject	N	Y	N/A		
6.40	A representation is received stating they were making a delivery/collection to a business on either Wilton Road or in Victoria station.	Wilton Road	If the representation is from a BSIA customer, view the evidence to determine if the vehicle turns left into Victoria station.		Accept	N	Y	C110A - MOU Agreement		
			If the representation is from a BSIA customer, view the evidence to determine if the vehicle turns right away from Victoria station.		Reject	N	Y	N/A		
			If the representation is from a BSIA customer, and the evidence does not determine the vehicle direction, request further evidence detailing the date, time and location of the delivery/collection.		Accept	N	Y	C110A - MOU Agreement		
6.41	A representation is received stating they are a PHV and thought they were exempt from the restriction.	Wilton Road	PHV's are not exempt from the No Entry restriction at Wilton Road.		Reject	N	N	N/A		
6.42	A representation is received stating they were unaware of the restrictions.	Bus Lane	Validate the evidence against the restrictions on Metros.		Reject	Y	N	C109D Bus Lane		
6.43	A representation is received stating they used a bus gate due to the presence of width restrictions.	Bus Lane	Validate the evidence against the restrictions on Metros.		Reject	Y	N	C109D Bus Lane		
6.44	A representation is received stating they were not at the PCN location.	ALL	Consider VRM mis-read		Accept	N	N	C020Z - Incorrect / Unclear VRM		
		ALL	OR consider if the location has been incorrectly identified.		Accept	N	N	C020D - Incorrect EZ Location		
6.45	A representation is received stating the vehicle was booked into a mechanical garage and was used without their consent.	ALL	Reject the representation based on the registered keeper being liable and that any dispute between the two parties, does not include TfL. The NoR is to be approved by TfL.		Escalate	N	Y	N/A		
6.46	A representation is received stating the vehicle is part of a company fleet and that they are unable to determine the driver at the time of the contravention.	ALL	Reject the representation based on the registered keeper being liable.		Reject	N	N	N/A		
6.47	A representation is received for a PCN issued for the banned manoeuvre at A12 Eastern Avenue and Mawney Rd.	A12 Eastern Avenue	Consider if the vehicle has benefitted from a warning notice at this location.	Si-Dem shows a warning notice.	Reject	N	N		V8b	
			Or if the vehicle did not benefit from a warning notice AND the contravention date is within the pre-determined first representation period, reject but consider 1st rep.		Reject	Y	N		V8b	
6.48	A representation is received stating multiple PCN's have been issued for their vehicle making the same contravention	CCTV RR, On-Street, Moving, Bus Lane	If the times of two or more PCN's are within a 24 hour window consider a duplicate as in Business Rule 6.20.		N/A	N/A	N	N/A		

			CCTV RR, Moving, Bus Lane	OR if more than one PCN has been issued within a 5 day period AND is at the same location AND this is the customers 1st representation (not restricted to the 1st rep location list) consider the 5-day rule. Escalate to TfL.	<b>5-day rule:</b> The customer has been issued with a 2nd PCN before they have had the opportunity to receive the 1st PCN . The 1st PCN received is valid, all subsequent PCN's (issued before the 1st one has been received) are to be cancelled.	Escalate	N/A	Y	C109F - Driver Charter 5 day rule	V9	
			On-Street	OR if all PCN's are on-street issued, consider if the PCN was not placed on the vehicle (VDA's - Vehicle Drove away). Escalate to TfL.		Escalate	N/A	Y	C109F - Driver Charter 5 day rule	V9	
			CCTV RR, On-Street	OR if there is a combination of an on-street issued PCN and a CCTV issued PCN, consider which PCN the customer would have been aware of first.		Escalate	N/A	Y	C109F - Driver Charter 5 day rule	V9	
			6.49	A representation is received against a Traffic Enforcement PCN but also contains a representation against a Congestion Charge PCN.		ALL	Escalate to the PMA team to determine the action.	Escalate	N/A	Y	N/A

## **2. Dealing with Representations and Appeals for Congestion Charging and London Low Emission Zone Business Rules**

Ref	Scheme	Scenarios in which lateness should be disregarded	Ground	Scenario	Payment Channel (where applicable)	Required Evidence (Where possible the evidence should be sought before decision being made - via the additional evidence process)	First Rep Rule Applicable Y/N?	Escalation Required	Accept - Further Action to be taken by CSR	Reject Reason Code		Reject - Further Action to be taken by CSR	Hotlist Reason		Hotlist Action		Hotlist entry duration		Hotlist Comments	Date Introduced	Date Modified	REJECT REASON CODE CC	REJECT REASON CODE LEZ	SERVICE PROVIDER/ RETAILER ERROR	SERVICE PROVIDER/ RETAILER ERROR	ACCEPT REASON CODE CC	ACCEPT REASON CODE LEZ					
										CC	LEZ		CC	LEZ	CC	LEZ	CC	LEZ				CC	LEZ	CC	LEZ	CC	LEZ					
CC, LEZ				Reason for lateness offered		Letter from hospital confirming the period of sickness OR A hospital discharge letter detailing the period of time spent in hospital  Dates detailed must be specific to the contravention/service of the PCN	N/A																	N/A	N/A							
						Travel ticket, hotel booking confirmation or accommodation receipt OR Statement from individual confirming that delay in making representation is due to service in the armed forces abroad  Dates detailed must be specific to the contravention/service of the PCN	N/A																					N/A	N/A			
						Letter from the police or court confirming the period of imprisonment OR Notice of discharge from custodial sentence  Dates detailed must be specific to the contravention/service of the PCN	N/A																						N/A	N/A		
						Confirmation from Royal Mail of industrial action on the date specific to the contravention/service of the PCN OR Instruction from TFL	N/A																						N/A	N/A		
						Foreign issued PCN If sent via EDRA work as in time	N/A																						N/A	N/A		
						No reason for lateness offered but service provider error identified																							N/A	N/A		
						No reason for lateness offered but scenario not identified as an exception to when a late representation can be considered																							N/A	N/A		
CC, LEZ			As applicable	Representation received from a person other than the registered keeper of a vehicle		Third party states keeper deceased	None	See specific scenario																								
						Keeper is company or organisation	Representation is on company headed paper, which either reflects the keeper's name or is accompanied by other supporting documents (e.g. letters, invoices, etc.) that detail the keeper's name, regardless of who has signed the representation form or accompanying letter OR Representation is from an authorised employee/member of that organisation (e.g. Company Secretary, Fleet Manager, Head of Administration, senior employee such as Director, CEO, etc.) OR There is a clear statement from the third party confirming that they are authorised on behalf of the company to make the representation OR In the case of a hire company, there is a hire agreement detailing the registered keeper's name (or the relevant names are recorded on the PMA 'Accepted Hire Companies' list), regardless of who has signed the representation form or accompanying letter	See specific scenario																								
						Legal representative/insolvency Practitioner on behalf of keeper (authorised legal)	Representation is from a legal representative instructed by registered keeper (e.g. lawyer, solicitor, advocate, barrister, Insolvency Practitioner etc.) AND Includes a statement confirming that they have been instructed/appointed on behalf of/by the registered keeper or act for the registered keeper OR Representation is from a person granted power of attorney and includes documentation to support this	See specific scenario																				N/A	N/A	N/A	N/A	
						Family member on behalf of keeper (authorised other)	Representation is from an immediate family member on behalf of the registered keeper (e.g. husband, wife, civil partner, father, mother, son, daughter, etc.) AND Includes a statement to confirm that they are making the representation on behalf of their family member	See specific scenario																					N/A	N/A	N/A	N/A
						Authorised representative (authorised other)	Representation is from a carer, social worker, psychiatric nurse, doctor, Citizens' Advice Bureau, Member of Parliament (MP) or local councillor AND Includes a statement to confirm that they are making the representation on behalf of the registered keeper, in their position of.	See specific scenario																					N/A	N/A	N/A	N/A
						Other, unauthorised representative	Representation is made on ground 2, 3, 4 or 5 and evidence is sufficient to accept in accordance with Business Rules (see specific scenario for details of evidence required)	See specific scenario																					N/A	N/A	N/A	N/A
						See scenario specific to customer's reason for representation																										
CC, LEZ		Disregard Lateness if evidence provided to accept Rep/Appeal	1	Never owned vehicle		Confirmation letter from DVLA OR Affidavit OR Investigation demonstrates that DVLA keeper details have been superseded and either details were entered incorrectly or no start/end date was entered by the service provider	No	No	Update keeper details accordingly or, Reissue to previous keeper where DVLA keeper details were entered incorrectly or no start/end date for previous keeper was entered	RRE.J10	RRE.J10	N/A		N/A	N/A	N/A	N/A	N/A	N/A			LRUC Go Live	N/A	R01 CLAIMS NOT THE KEEPER	R01 CLAIMS NOT THE KEEPER	ACC002 ACCEPT NEVER THE KEEPER	ACC002 ACCEPT NEVER THE KEEPER					
CC, LEZ		Disregard Lateness if evidence provided to accept Rep/Appeal	1	Customer claims vehicle in image is not their vehicle and/or they were not at the location/travelling within the zone on the date of contravention		Image check confirms VRM is different or make/model mismatch OR Image check confirms that the vehicle is a car, motorbike or small van and therefore not subject to the LEZ	No	No	N/A	RRE.J72	RRE.J72	N/A	Ringer	Ringer	Replace vehicle details (as appropriate). Remove keeper details (as appropriate)	Replace vehicle details (as appropriate). Remove keeper details (as appropriate)	Indefinite	Indefinite				LRUC Go Live	N/A	R02 CLAIMS NOT THEIR VEHICLE	R02 CLAIMS NOT THEIR VEHICLE	ACC032 CONTRAVENTION CHECK ERROR	ACC032 CONTRAVENTION CHECK ERROR	N/A	N/A			
CC, LEZ		Disregard Lateness if evidence provided to accept Rep/Appeal	1	Customer claims was not at the location of the contravention on the said date of time, or that vehicle in image is a ringer/clone, and image check confirms not a VRM mismatch		Proof of vehicle at a different location (e.g. tracker report, statement from a colleague or neighbour) OR Photographs demonstrating a difference between the vehicles OR Proof of involvement of another enforcement agency (e.g. police, local authority), who have confirmed vehicle is a ringer/clone OR Proof that customer has had previous dealings with the police in relation to the vehicle, resulting in it being recorded as ringer/clone (police station details AND crime reference number)	No	No	Add VRM to appropriate Hotlist	RRE.J12	RRE.J29	N/A	Clone	Clone	Escalate to Team Leader	Escalate to Team Leader	Indefinite	Indefinite				LRUC Go Live	N/A	R03 RINGER OR CLONE	R03 RINGER OR CLONE	ACC031 RINGER OR CLONE VEHICLE	ACC031 RINGER OR CLONE VEHICLE					
CC, LEZ		Disregard Lateness if evidence provided to accept Rep/Appeal	1	Sold vehicle before date of contravention		Valid receipt/invoice demonstrating sale of vehicle before date of contravention OR Completed DVLA registration document OR DVLA letter confirming change of registered keeper OR Name and address details for new keeper (to be validated via PAF search)	N/A	No	Reissue PCN to new keeper	RRE.J84	RRE.J84	N/A										LRUC Go Live	N/A	R04 STATES SOLD PRIOR TO CONTRAVENTION	R04 STATES SOLD PRIOR TO CONTRAVENTION	ACC003 ACCEPT SOLD VEHICLE BEFORE DATE	ACC003 ACCEPT SOLD VEHICLE BEFORE DATE					
CC, LEZ		Disregard Lateness if evidence provided to accept Rep/Appeal	1	Bought vehicle after the date of contravention		Valid receipt/invoice demonstrating purchase of vehicle after date of contravention OR Completed DVLA registration document OR DVLA letter confirming change of registered keeper OR Name and address details for previous keeper (to be validated via PAF search)	N/A	No	Reissue PCN to previous keeper	RRE.J83	RRE.J83	N/A										LRUC Go Live	N/A	R05 STATES BOUGHT AFTER CONTRAVENTION	R05 STATES BOUGHT AFTER CONTRAVENTION	ACC004 ACCEPT BOUGHT VEHICLE AFTER DATE	ACC004 ACCEPT BOUGHT VEHICLE AFTER DATE					
CC, LEZ		N/A	2	Forgot to pay and/or was not aware of Pay Next Day/Pay Next Working Day payment		N/A	N/A	No	N/A	RRE.J70	RRE.J70	N/A										LRUC Go Live	N/A	R06 STATES FORGOT TO PAY AND UNAWARE OF PND	R06 STATES FORGOT TO PAY AND UNAWARE OF PND	N/A	N/A					
CC, LEZ		Disregard Lateness if evidence provided to accept Rep/Appeal	2	Claims purchased charge correctly	All	Valid receipt number OR Copy of receipt OR Credit/Debit card details OR Copy of both sides of cheque (postal purchase) OR Details of telephone interaction (N.B only calls after 31/10/09) if charge purchased via call centre	N/A	No	N/A	RRE.J05	RRE.J05	N/A										LRUC Go Live	N/A	R07 STATES TRIED TO PAY	R07 STATES TRIED TO PAY	ACC001 ACCEPT VALID RECEIPT NOT ON SYSTEM ACC046 PROCESSING ERROR	ACC001 ACCEPT VALID RECEIPT NOT ON SYSTEM ACC046 PROCESSING ERROR	N/A	N/A			

010	CC	2	Disregard Lateness if evidence provided to accept Rep/Appeal	Call Centre	Valid receipt number OR Copy of receipt OR Credit/Debit card details OR Details of telephone interaction (N.B only calls after 31/10/09) AND (if cherished plate transfer) Confirmation from DVLA/Approved V317	Yes	No	N/A	RREJ77	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R14 CUST PURCHASED CHARGE FOR PREVIOUS VRM	N/A	ACC048 CALL CENTRE ERROR	N/A	ACC014 CUSTOMER ERR - CALL CENTRE/IVR	N/A			
						Yes	No	N/A	RREJ77	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R14 CUST PURCHASED CHARGE FOR PREVIOUS VRM	N/A	ACC021 CALL CENTRE PAY NEXT DAY ERR	N/A	ACC064 CUSTOMER PND ERROR	N/A
						Yes	No	N/A	RREJ80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R10 CUST PAID INCORRECT VRM/DATE VIA PAYPOINT	N/A	ACC010 PAYPOINT UNAVAILABLE OR ERROR	N/A	ACC008 CUSTOMER ERROR PAYPOINT	N/A
						No	No	N/A	RREJ82	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R08 CUST PAID INCORRECT VRM/DATE INC PND AND FLEET	N/A	ACC020 PAYPOINT PAY NEXT DAY ERR	N/A	N/A	N/A
						Yes	No	N/A	RREJ77	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R14 CUST PURCHASED CHARGE FOR PREVIOUS VRM	N/A	ACC024 POSTAL ERROR	N/A	ACC014 CUSTOMER ERR - CALL CENTRE/IVR	N/A
						N/A	No	N/A	RREJ82	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R08 CUST PAID INCORRECT VRM/DATE INC PND AND FLEET	N/A	N/A	N/A	N/A	N/A
						Yes	No	N/A	RREJ80	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R82 CUST PAID INCORRECT VRM/DATE VIA E PAY	N/A	ACC087 PAYPOINT UNAVAILABLE OR ERROR	N/A	ACC086 CUSTOMER ERROR PAYPOINT	N/A
						Yes	No	N/A	RREJ77	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R14 CUST PURCHASED CHARGE FOR PREVIOUS VRM	N/A	N/A	N/A	ACC014 CUSTOMER ERR - CALL CENTRE/IVR	N/A
						Yes	No	N/A	RREJ77	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R14 CUST PURCHASED CHARGE FOR PREVIOUS VRM	N/A	N/A	N/A	ACC064 CUSTOMER PND ERROR	N/A
						Yes	No	N/A	RREJ79	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R11 CUST PAID INCORRECT VRM/DATE VIA WEB INC PNW/D	N/A	N/A	N/A	ACC017 CUSTOMER ERR - WEB	N/A
Yes	No	N/A	RREJ79	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R11 CUST PAID INCORRECT VRM/DATE VIA WEB INC PNW/D	N/A	N/A	N/A	ACC064 CUSTOMER PND ERROR	N/A						
Yes	No	N/A	RREJ81	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R09 CUST PAID INCORRECT VRM/DATE VIA METRIC	N/A	N/A	N/A	ACC009 CUSTOMER ERROR- METRIC	N/A						
No	No	N/A	RREJ82	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R08 CUST PAID INCORRECT VRM/DATE INC PND AND FLEET	N/A	N/A	N/A	N/A	N/A						
Yes	No	N/A	RREJ78	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R12 CUST PURCHASED CHARGE VIA SMS FOR PREVIOUS VRM	N/A	N/A	N/A	ACC018 CUSTOMER ERR - SMS	N/A						
No	No	N/A	RREJ82	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R08 CUST PAID INCORRECT VRM/DATE INC PND AND FLEET	N/A	N/A	N/A	N/A	N/A						
CC, LEZ	2	Disregard Lateness if evidence provided to accept Rep/Appeal	Attempted to pay via channel appropriate to type of charge but payment channel unavailable/not working	Call Centre	Investigation confirms significant problems with channel/system or individual outlet/machine problem reported (Escalate to PMA if attempt to call was prior to 1/11/09 unavailable)	N/A	No	N/A	RREJ34	RREJ34	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R16 CLAIMS CALL CENTRE IVR NOT WORKING	R16 CLAIMS CALL CENTRE IVR NOT WORKING	ACC085 CALL CENTRE UNAVAILABLE	ACC085 CALL CENTRE UNAVAILABLE	N/A	N/A				
				IVR		N/A	No	N/A	RREJ34	RREJ34	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R16 CLAIMS CALL CENTRE IVR NOT WORKING	R16 CLAIMS CALL CENTRE IVR NOT WORKING	ACC085 CALL CENTRE UNAVAILABLE	ACC085 CALL CENTRE UNAVAILABLE	N/A	N/A		
				Retail		N/A	No	N/A	RREJ36	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R17 CLAIMS PAYPOINT NOT WORKING	N/A	ACC010 PAYPOINT UNAVAILABLE	N/A	N/A	N/A		
				Web		N/A	No	N/A	RREJ35	RREJ35	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R18 CLAIMS WEB NOT WORKING	R18 CLAIMS WEB NOT WORKING	ACC023 WEB UNAVAILABLE	ACC023 WEB UNAVAILABLE	N/A	N/A		
				Metric		N/A	No	N/A	RREJ37	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R19 CLAIMS METRIC NOT WORKING	N/A	ACC011 METRIC UNAVAILABLE	N/A	N/A	N/A		
				SMS		N/A	No	N/A	RREJ38	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R20 CLAIMS SMS NOT WORKING	N/A	ACC012 SMS UNAVAILABLE	N/A	N/A	N/A		
CC	2	Disregard Lateness if evidence provided to accept Rep/Appeal	Charge purchased via Fleet account	Vehicle should have been listed on fleet account	Investigation confirms either system problems or error made by service provider	N/A	No	N/A	RREJ31	N/A	Data correction	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R15 FLEET	N/A	ACC046 PROCESSING ERROR	N/A	N/A	N/A				
				PND via Fleet account (including ad-hoc)		Details of charge purchased	N/A	No	N/A	RREJ82	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R08 CUST PAID INCORRECT VRM/DATE INC PND AND FLEET	N/A	N/A	N/A	N/A			
LEZ	N/A	2	Claims attempted to purchase LEZ charge via Fleet account held for Congestion Charge and/or assumed charge would be applied through account	N/A	N/A	No	N/A	N/A	N/A	RREJ31	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R15 FLEET	N/A	N/A	N/A	N/A				
CC	N/A	2	Attempted to pay via Call Centre but queue too long	N/A	N/A	No	N/A	N/A	N/A	RREJ05	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R07 STATES TRIED TO PAY	N/A	N/A	N/A	N/A					
CC, LEZ	Disregard Lateness if evidence provided to accept Rep/Appeal	2	Service provider (any channel) has incorrectly processed LEZ/Fast Track/SMS account application incorrectly resulting in charge purchase for incorrect VRM	All	Investigation confirms that an error was made by the service provider when processing the customer's application	N/A	No	Data correction as appropriate	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	N/A	ACC046 PROCESSING ERROR	ACC046 PROCESSING ERROR	N/A	N/A				
CC	N/A	2	Attempted to use Fast Track Card	N/A	N/A	No	N/A	N/A	N/A	RREJ05	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R07 STATES TRIED TO PAY	N/A	N/A	N/A	N/A					
CC	N/A	2	Non-resident has purchased a discounted charge for the date of contravention	All	N/A	No	N/A	N/A	N/A	RREJ04	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R13 PURCHASED DISCOUNTED CHARGE INCORRECTLY	N/A	N/A	N/A	N/A					

LEZ	N/A	2	States paid and provides any Congestion Charge receipt for any VRM and either contravention date or other date of travel	All	N/A	N/A	No	N/A	N/A	RRE.J251	In NoR advise that a vehicle can be subject to both CC and LEZ and that a charge is appropriate for both schemes	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R49 LEZ PAID CC CHARGE FOR INCORRECT DATE OR VRM	N/A	N/A	N/A	N/A
LEZ	Disregard Lateness if evidence provided to accept Rep/Appeal AND meets first rep criteria	2	States paid and provides a receipt number or copy of a receipt relevant to the contravening VRM and date of contravention	All	Investigation shows that a LEZ charge was purchased at the incorrect amount for VRM	Yes	No	N/A	N/A	RRE.J252		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R50 LEZ PAID CC CHARGE	N/A	N/A	N/A	ACC077 LEZ INCORRECT CHARGE
LEZ	N/A	2	States paid the appropriate charge for travel within the LEZ but that vehicle was displaying two different plates	All	Check of captured image (including rear capture of trailer being pulled) confirms that there were two registration plates displayed on the vehicle and that charge was purchased for the other VRM shown	N/A	Escalate cases where image supports customer's claim	N/A	N/A	RRE.J253		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R51 LEZ DISPLAYING TWO PLATES	N/A	N/A	N/A	ACC078 LEZ DISPLAYING TWO PLATES
LEZ	Disregard Lateness if evidence provided to accept Rep/Appeal AND meets first rep criteria	2	States paid the appropriate charge for vehicle in question but that the incorrect number plates was displayed on the rear of the trailer being used	All	Check of captured image confirms that a trailer is being pulled and the LEZ charge in question has been purchased for the correct date	Yes	No	N/A	N/A	RRE.J254		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R52 LEZ INCORRECT PLATE ON TRAILER	N/A	N/A	N/A	ACC079 LEZ INCORRECT PLATE ON TRAILER
LEZ	Disregard Lateness if evidence provided to accept Rep/Appeal	2	Customer of the belief that charge covered them for a 24 hour period from the date/time they entered the LEZ or the time of purchase OR that it is unfair that a LEZ charge does not apply for a 24 hour period that may span 2 days OR states was confused over the exact	All	Investigation demonstrates that a LEZ daily charge has been purchased for the day prior to the date of contravention (for the correct VRM only) OR A LEZ NWD charge has been purchased for the day after the date of contravention (for the correct VRM only)	Yes	No	nab	N/A	RRE.J250		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R53 LEZ BELIEVED CHARGE WAS 24 HOURS	N/A	N/A	N/A	ACC080 LEZ BELIEVED CHARGE 24HRS
010	LEZ	Disregard Lateness	2	Customer claims purchased charge - full LEZ charge purchased for incorrect VRM (including cherished number plate transfer where a charge has been purchased for previous VRM) and/or date either in advance of, on the date of the actual contravention or within the PNWD period via an appropriate channel only	Call Centre	Valid receipt number OR Copy of receipt OR Credit/Debit card details OR Details of telephone interaction (N.B only calls after 31/10/09) AND (if cherished plate transfer) Confirmation from DVLA/Approved V317	Yes	No	N/A	RRE.J77	RRE.J77 or RRE.J204 if a cherished plate transfer	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R14 CUST PURCHASED CHARGE FOR PREVIOUS VRM	R14 CUST PURCHASED CHARGE FOR PREVIOUS VRM	N/A	ACC046 PROCESSING ERROR	N/A	ACC066 CUSTOMER ERROR INCL PNWD ACC067 CHERISHED PLATE
	Disregard Lateness	2	PNWD via Call Centre		Valid receipt number OR Copy of receipt OR Credit/Debit card details OR Details of telephone interaction (N.B only calls after 31/10/09) AND (if cherished plate transfer) Confirmation from DVLA/Approved V317	Yes	No	N/A	RRE.J77	RRE.J77 or RRE.J204 if a cherished plate transfer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R14 CUST PURCHASED CHARGE FOR PREVIOUS VRM	R14 CUST PURCHASED CHARGE FOR PREVIOUS VRM	N/A	ACC021 CALL CENTRE PAY NEXT DAY ERR	N/A	ACC066 CHARGE FOR PREVIOUS VRM OR ACC067 CHERISHED PLATE
	Disregard Lateness	2	Post		Valid receipt number OR Copy of receipt AND (if cherished plate transfer) Confirmation from DVLA/Approved V317	Yes	No	N/A	N/A	RRE.J77 or RRE.J204 if a cherished plate transfer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R14 CUST PURCHASED CHARGE FOR PREVIOUS VRM	R14 CUST PURCHASED CHARGE FOR PREVIOUS VRM	N/A	ACC046 PROCESSING ERROR	N/A	ACC066 CUSTOMER ERROR INCL PNWD ACC067 CHERISHED PLATE
	N/A - not a PNWD channel	2	PNWD via Post		N/A	N/A	No	N/A	N/A	RRE.J282		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R55 LEZ CHARGE PURCHASED FOR PREVIOUS VRM PNWD VIA POST	R55 LEZ CHARGE PURCHASED FOR PREVIOUS VRM PNWD VIA POST	N/A	N/A	N/A	N/A
	Disregard Lateness	2	IVR		Valid receipt number OR Copy of receipt OR Credit/Debit card details AND (if cherished plate transfer) Confirmation from DVLA/Approved V317	Yes	No	N/A	N/A	RRE.J77 or RRE.J204 if a cherished plate transfer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R14 CUST PURCHASED CHARGE FOR PREVIOUS VRM	R14 CUST PURCHASED CHARGE FOR PREVIOUS VRM	N/A	N/A	N/A	ACC066 CUSTOMER ERROR INCL PNWD ACC067 CHERISHED PLATE
	Disregard Lateness	2	PNWD via IVR		Valid receipt number OR Copy of receipt OR Credit/Debit card details AND (if cherished plate transfer) Confirmation from DVLA/Approved V317	Yes	No	N/A	N/A	RRE.J77 or RRE.J204 if a cherished plate transfer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R14 CUST PURCHASED CHARGE FOR PREVIOUS VRM	R14 CUST PURCHASED CHARGE FOR PREVIOUS VRM	N/A	N/A	N/A	ACC066 CHARGE FOR PREVIOUS VRM OR ACC067 CHERISHED PLATE
	Disregard Lateness	2	Web		Valid receipt number OR Copy of receipt OR Credit/Debit card details AND (if cherished plate transfer) Confirmation from DVLA/Approved V317	Yes	No	N/A	N/A	RRE.J79 or RRE.J204 if a cherished plate transfer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R11 CUST PAID INCORRECT VRM/DATE VIA WEB INC PN(W)D	R11 CUST PAID INCORRECT VRM/DATE VIA WEB INC PN(W)D	N/A	N/A	N/A	ACC081 LEZ INCORRECT CHARGE VIA WEB ACC067 CHERISHED PLATE
	Disregard Lateness	2	PNWD via Web		Valid receipt number OR Copy of receipt OR Credit/Debit card details AND (if cherished plate transfer) Confirmation from DVLA/Approved V317	Yes	No	N/A	N/A	RRE.J79 or RRE.J204 if a cherished plate transfer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R11 CUST PAID INCORRECT VRM/DATE VIA WEB INC PN(W)D	R11 CUST PAID INCORRECT VRM/DATE VIA WEB INC PN(W)D	N/A	N/A	N/A	ACC081 LEZ INCORRECT CHARGE VIA WEB ACC067 CHERISHED PLATE
LEZ	N/A	2	Customer claims attempted to purchase LEZ charge via a non-LEZ payment channel and provides no proof of charge purchase	Retail		N/A	No	N/A	N/A	RRE.J236		N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R54 LEZ CLAIMS PURCHASED CHARGE VIA RETAIL	R54 LEZ CLAIMS PURCHASED CHARGE VIA RETAIL	N/A	N/A	N/A	N/A
	N/A	2		Metric	N/A - not LEZ payment channels	N/A	No	N/A	N/A	RRE.J237		N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R58 LEZ CLAIMS PURCHASED CHARGE VIA METRIC	R58 LEZ CLAIMS PURCHASED CHARGE VIA METRIC	N/A	N/A	N/A	N/A
	N/A	2		SMS		N/A	No	N/A	N/A	RRE.J238		N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R59 LEZ CLAIMS PURCHASED CHARGE VIA SMS	R59 LEZ CLAIMS PURCHASED CHARGE VIA SMS	N/A	N/A	N/A	N/A
LEZ	N/A	2	Customer claims purchased LEZ charge via a non-LEZ payment channel and provides a receipt demonstrating a charge purchase for another scheme (e.g. Congestion Charge)	Retail	Letter from retailer acknowledging that they made error	N/A	No	N/A	N/A	RRE.J236		N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R54 LEZ CLAIMS PURCHASED CHARGE VIA RETAIL	R54 LEZ CLAIMS PURCHASED CHARGE VIA RETAIL	N/A	N/A	N/A	ACC082 LEZ INCORRECT CHARGE VIA RETAIL
	N/A			Metric	N/A - not LEZ payment channels	N/A	No	N/A	N/A	RRE.J281		N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R58 LEZ CLAIMS PURCHASED CHARGE VIA METRIC	R58 LEZ CLAIMS PURCHASED CHARGE VIA METRIC	N/A	N/A	N/A	N/A
	N/A			SMS		N/A	No	N/A	N/A	RRE.J278		N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R59 LEZ CLAIMS PURCHASED CHARGE VIA SMS	R59 LEZ CLAIMS PURCHASED CHARGE VIA SMS	N/A	N/A	N/A	N/A
CC	N/A	3	Not registered or no application received	None required		Yes	No	Send appropriate application form with NoR and advise of need to pay charge until any application is accepted	N/A	RRE.J22		Send appropriate application form with NoR and advise of need to pay charge until any application is accepted	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R28 BELIEVED EXEMPT OR 100% DISCOUNT	R28 BELIEVED EXEMPT OR 100% DISCOUNT	N/A	EMPTY	EMPTY	ACC068 100% DISCOUNT NOT REGISTERED
	Disregard lateness if investigation proves service provider error	3	Entitled to 100% discount (excluding Blue Badge)	Application received but not processed by service provider in accordance with Performance Indicators OR error made by service provider when processing	Investigation confirms that an error was made by the service provider when processing the customer's application	N/A	No	Data correction as appropriate	N/A	N/A			N/A	N/A	N/A	LRUC Go Live	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	N/A	3	Application sent in prior to contravention date but not received in time	Investigation confirms		N/A	No	N/A	RRE.J22	N/A			N/A	N/A	N/A	LRUC Go Live	N/A	R28 BELIEVED EXEMPT OR 100% DISCOUNT	R28 BELIEVED EXEMPT OR 100% DISCOUNT	N/A	N/A	N/A	ACC068 100% DISCOUNT NOT REGISTERED	N/A	
	N/A	3	Registered and has sold vehicle but not nominated new (qualifying) vehicle or hire/courtesy car	None required		Yes	No	N/A	RRE.J22	N/A			N/A	N/A	N/A	LRUC Go Live	N/A	R28 BELIEVED EXEMPT OR 100% DISCOUNT	R28 BELIEVED EXEMPT OR 100% DISCOUNT	N/A	N/A	N/A	ACC027 DISC VRM MISMATCH - CUST ERR	ACC027 DISC VRM MISMATCH - CUST ERR	
N/A	3	No application received or application not received in time	N/A		N/A	No	N/A	N/A	RRE.J220			N/A	N/A	N/A	LRUC Go Live	N/A	N/A	N/A	R60 LEZ APPLICATION NOT IN TIME OR NOT RECEIVED	R60 LEZ APPLICATION NOT IN TIME OR NOT RECEIVED	N/A	N/A	N/A	N/A	



LEZ	Disregard lateness if investigation proves service provider error	3	Entitled to 100% discount/exemption from LEZ	Application received but not processed by service provider in accordance with Performance Indicators OR error made by service provider when processing	Investigation confirms that an error was made by the service provider when processing the customer's application	N/A	No	Data correction as appropriate - WM addition (11/06/09)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	N/A	N/A	ACC046 PROCESSING ERROR	N/A	N/A	
CC	N/A	3	Alternative fuel vehicle not registered		Proof that vehicle would or could be accepted as an alternative fuel vehicle if an application was made	Yes	No	Send Alternative Fuel account application form with NoA Add VRM to appropriate hot list.	RREJ22	N/A	N/A	N/A	N/A	28 days	N/A	Add to Hotlist to allow time for return of Registration Form	LRUC Go Live	N/A	R28 BELIEVED EXEMPT OR 100% DISCOUNT	N/A	N/A	ACC068 100% DISCOUNT NOT REGISTERED	N/A	N/A	
LEZ	N/A	3	Alternative fuel vehicle not subject to LEZ but not registered with LEZ Scheme and no proof provided (i.e. RPC or LEC)		N/A	N/A	No		N/A	RREJ239	N/A	N/A	N/A	N/A	N/A		LRUC Go Live	N/A	N/A	R32 LEZ ALTERNATIVE FUEL NOT REGISTERED	N/A	N/A	N/A	N/A	
LEZ	N/A	3	States vehicle has been modified to run on bio-diesel and is not subject to LEZ		Investigation confirms that vehicle is not registered with LEZ Scheme AND/OR No proof of exemption provided (e.g. RPC or LEC)	N/A	No		N/A	RREJ241	N/A	N/A	N/A	N/A	N/A		LRUC Go Live	N/A	N/A	R33 LEZ STATES MODIFIED	N/A	N/A	N/A	N/A	
CC, LEZ	Disregard lateness if evidence provided to accept Rep/Appeal AND meets first rep criteria	3	Selected Partner vehicle not added to account or VRM entered incorrectly (2 or fewer digit error or digits transposed)		Investigation confirms	Yes	No	Data correction as appropriate	RREJ87	RREJ87	Data correction as appropriate	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R25 SLECTED PARTNER VRM NOT ADDED CORRECTLY	R25 SLECTED PARTNER VRM NOT ADDED CORRECTLY	ACC046 PROCESSING ERROR	ACC046 PROCESSING ERROR	ACC027 DISC VRM MISMATCH - CUST ERR	ACC027 DISC VRM MISMATCH - CUST ERR	
CC, LEZ	Disregard lateness if image or evidence provided supports customer's claim	3	Police vehicle		Image supports claim OR A supporting letter signed by a senior police officer (Superintendent or above) OR If Metropolitan Police vehicle, appropriate form signed by an authorised signatory	N/A	No	N/A	RREJ86	RREJ86	N/A	N/A	N/A	N/A	N/A		LRUC Go Live	N/A	R26 POLICE OR EMERGENCY VEHICLE	R26 POLICE OR EMERGENCY VEHICLE	N/A	N/A	ACC030 EMERGENCY SERVICES VEHICLE	ACC030 EMERGENCY SERVICES VEHICLE	
CC, LEZ	Disregard lateness if image or evidence provided supports customer's claim	3	Emergency services vehicle		Image supports claim OR Letter on suitably headed paper confirming that the vehicle was used for the purpose described, signed by a senior officer (i.e. Station Manager or Head of Service) OR Appropriate form signed by an authorised LFEPA signatory	N/A	No	N/A	RREJ86	RREJ86	N/A	N/A	N/A	N/A	N/A		LRUC Go Live	N/A	R26 POLICE OR EMERGENCY VEHICLE	R26 POLICE OR EMERGENCY VEHICLE	N/A	N/A	ACC030 EMERGENCY SERVICES VEHICLE	ACC030 EMERGENCY SERVICES VEHICLE	
CC	Disregard Lateness if evidence provided to accept Rep/Appeal	3	States registered with the PCO and/or that the PCO failed to register/incorrectly registered the vehicle		Proof of PCO registration (proof of registration with another authority not acceptable) OR Letter from PCO confirming that they failed to upload VRM details/uploaded details incorrectly on the date of contravention OR Investigation shows that upload of VRMs from PCO failed	N/A	No	Add VRM to appropriate Hotlist	RREJ24	N/A	In NoR request details of PCO registration	Exceptional agreement not to issue a Penalty Charge to a specific VRM	N/A	Suppress/reject PC	N/A	14 days	N/A	LRUC Go Live	N/A	R27 CLAIMS REGISTERED WITH PCO	N/A	N/A	N/A	ACC029 TAXI OR MINI CAB WITH PCO	N/A
CC	Disregard Lateness if evidence provided to accept Rep/Appeal	3	Claims vehicle is a Private Hire Vehicle/mini cab or taxi/Hackney carriage		Confirmation that vehicle passed the inspection on the date of contravention (if vehicle failed inspection, on the DOC rep may be accepted for that date only).	N/A	No	N/A	RREJ24	N/A	N/A	N/A	N/A	N/A	N/A		LRUC Go Live	N/A	R27 CLAIMS REGISTERED WITH PCO	N/A	N/A	N/A	ACC029 TAXI OR MINI CAB WITH PCO	N/A	
CC	N/A	3	States/provides evidence to support that they are registered with the PCO as a driver (contravening vehicle not registered)		N/A	N/A	No	N/A	RREJ24	N/A	N/A	N/A	N/A	N/A	N/A		LRUC Go Live	N/A	R27 CLAIMS REGISTERED WITH PCO	N/A	N/A	N/A	N/A	N/A	
CC, LEZ	N/A	3	Exempt from charge due to charity or status or should not have to pay because they are a VIP/famous		N/A	N/A	No	N/A	RREJ23	RREJ23	N/A	N/A	N/A	N/A	N/A		LRUC Go Live	N/A	R31 BELIEVES EXEMPT DUE TO CHARITY OR VIP STATUS	R31 BELIEVES EXEMPT DUE TO CHARITY OR VIP STATUS	N/A	N/A	N/A	N/A	
CC, LEZ	Disregard Lateness if evidence provided to accept Rep/Appeal	3	UK or foreign military vehicle, a) on official business b) being used on military business c) Transporting personnel or equipment		Image confirms OR Letter of confirmation from Lieutenant/Flying Officer (or above) or Ministry of Defence, confirming vehicle on official military business	N/A	No	N/A	RREJ88	RREJ88	N/A	N/A	N/A	N/A	N/A		LRUC Go Live	N/A	R29 MILITARY VEHICLE	R29 MILITARY VEHICLE	N/A	N/A	ACC069 MILITARY VEHICLE	ACC069 MILITARY VEHICLE	
N/A	N/A	3	Customer of the belief that vehicle was exempt from LEZ as they were unable to check compliance status of vehicle via web or call centre		Investigation confirms that there was a problem with either of the services but one of the channels was available between the contravention date and the end of the PNWD period	N/A	No	N/A	N/A	RREJ255	N/A	N/A	N/A	N/A	N/A		LRUC Go Live	N/A	N/A	R62 LEZ STATES UNABLE TO CHECK COMPLIANCE	N/A	N/A	N/A	N/A	
N/A	N/A	3	States was led to believe by salesman/previous keeper/advertisement when purchasing vehicle that it was LEZ compliant		N/A	N/A	No	N/A	N/A	RREJ23	N/A	N/A	N/A	N/A	N/A		LRUC Go Live	N/A	N/A	R34 STATES INFORMED COMPLIANT BY SALES OR PREV KEEPER	N/A	N/A	N/A	N/A	
N/A	N/A	3	Thought that vehicle was exempt. Vehicle is either horsebox, motor-caravan or motor home		N/A	N/A	No	N/A	N/A	RREJ203	N/A	N/A	N/A	N/A	N/A		LRUC Go Live	N/A	N/A	R64 LEZ STATES EXEMPT AS HORSE BOX, MOTOR CARAVAN	N/A	N/A	N/A	N/A	
N/A	Disregard Lateness if evidence provided to accept Rep/Appeal	3	Image captured does not confirm exemption		Documentation confirming that vehicle is not subject to the LEZ Scheme (e.g. DVLA taxation certificate, V5 or, if vehicle is foreign, the appropriate taxation certificate)	N/A	No	N/A	N/A	RREJ23	N/A	Exceptional agreement not to issue a Penalty Charge	Suppress/reject PC	Indefinite	Add to Hotlist to suppress	LRUC Go Live	N/A	N/A	R63 LEZ STATES VRM EXEMPT DUE TO TYPE OR TAX CLASS	N/A	N/A	N/A	N/A	ACC028 EXEMPT VEHICLE CLASS	
N/A	Disregard Lateness if investigation proves service provider error	3	States vehicle is exempt from LEZ Scheme due to vehicle type/tax class		Image supports claim	N/A	No	N/A	N/A	N/A	N/A	Exceptional agreement not to issue a Penalty Charge	Suppress/reject PC	Indefinite	Add to Hotlist to suppress	LRUC Go Live	N/A	N/A	N/A	N/A	ACC036 INCORRECT BODY TYPE	N/A	N/A	N/A	
N/A	N/A	3	Image captured does not confirm exemption but shows one of the following vehicles: Agricultural vehicle Moving vehicle Mobile crane Concrete pump Works truck Digging machine Road construction vehicle		Image shows one of the vehicles listed	N/A	Escalate all cases	N/A	N/A	RREJ248	N/A	N/A	N/A	N/A	N/A		LRUC Go Live	N/A	N/A	R61 LEZ STATES VRM EXEMPT SPECIFIC	N/A	N/A	N/A	ACC028 EXEMPT VEHICLE CLASS	
LEZ	Disregard lateness if investigation proves service provider error	3	States vehicle is a 'historic vehicle' or was constructed before 01/01/1973, so is therefore exempt from LEZ Scheme		Documentation confirming that vehicle was constructed prior to 01/01/1973 (e.g. DVLA taxation certificate, V5, Heritage Class Certificate or document from relevant department to country of registration)	N/A	No	Full PCN details to be referred to PMA to enable update of VDR	N/A	RREJ202	N/A	N/A	N/A	N/A	N/A		LRUC Go Live	N/A	N/A	R57 LEZ HISTORIC VEHICLE	N/A	N/A	N/A	ACC072 HISTORIC VEHICLE	
N/A	Disregard Lateness if evidence provided to accept Rep/Appeal	3	States should not have to pay the charge or is exempt as they are awaiting the delayed delivery of a replacement compliant vehicle		Copy of a vehicle order form AND/OR An invoice for the deposit paid for the new vehicle	Yes	No	N/A	N/A	RREJ201	N/A	Exceptional agreement not to issue a Penalty Charge to a specific VRM	Suppress/reject PC	Flexible - to fit in with date set for delivery of new vehicle	Add to Hotlist to allow time for the fitting and testing of the new vehicle.	LRUC Go Live	N/A	N/A	R65 LEZ STATES WAITING REPLACEMENT VEHICLE	N/A	N/A	N/A	N/A	ACC083 LEZ WAITING FOR REPLACEMENT VEHICLE	
N/A	Disregard Lateness if evidence provided to accept Rep/Appeal	3	States should not have to pay the charge or is exempt as there is a delay in the delivery and/or fitting of abatement equipment on order to make the vehicle compliant		Copy of an abatement device order form AND/OR An invoice for the deposit paid for the abatement device from one of the TIL approved suppliers	Yes	No	N/A	N/A	RREJ226	N/A	Exceptional agreement not to issue a Penalty Charge to a specific VRM	Suppress/reject PC	Flexible - to fit in with date set for fitting abatement equipment	Add to Hotlist to allow time for the fitting and testing of the abatement equipment and upload from VOSA.	LRUC Go Live	N/A	N/A	R66 LEZ STATES DELAY WITH ABATEMENT EQUIP	N/A	N/A	N/A	N/A	ACC084 LEZ DELAY IN ABATEMENT EQUIP	

		Disregard Lateness if evidence provided to accept Rep/Appeal	3	States should not have to pay the charge or is exempt as there is a delay in having the newly fitted abatement equipment tested and approved by VOSA or authorised agent	Copy of the final invoice that states that an approved device has been fitted AND/OR Copy of an invoice for abatement equipment from a TIL approved supplier AND/OR Copy of a lapsed RPC for type 'P' (particulate trap)	Yes	No	N/A	N/A	RREJ222	N/A	Exceptional agreement not to issue a Penalty Charge to a specific VRM	Suppress/reject PC	Flexible - to fit in with date set for testing abatement equipment	Add to Hotlist to allow time for the testing of the abatement equipment and upload from VOSA.	LRUC Go Live	N/A	N/A	R67 LEZ STATES DELAY IN TESTING	N/A	N/A	N/A	ACC073 ABATEMENT EQUIP FITTED
		N/A	3	States vehicle to be LEZ compliant but no proof provided	N/A	N/A	No	N/A	N/A	RREJ213	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R68 LEZ STATES COMPLIANT BUT NOT ON VOSA	N/A	N/A	N/A	N/A
		N/A	3	States vehicle exhaust system has been modified/retrofitted to become LEZ compliant but not registered with LEZ Scheme	Investigation confirms not on VOSA vehicle upload for the contravention date and there was no VOSA upload failure	Valid RPC/LEC OR Details of registration with the Scheme	N/A	No	N/A	RREJ214	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R69 LEZ STATES MODIFIED BUT NOT REGISTERED	N/A	N/A	N/A	ACC075 VOSA ERROR
		N/A	3	States vehicle had newer or compliant engine fitted to be LEZ compliant but no proof provided and investigation shows that vehicle not registered with LEZ Scheme at the time of contravention	Investigation confirms VOSA approved modification either before or on date of contravention and/or VOSA upload failure for the date	N/A	No	N/A	N/A	N/A	N/A	Exceptional agreement not to issue a Penalty Charge to a specific VRM	Suppress/reject PC	28 days	Add to Hotlist to allow time for VOSA to upload to be corrected.	LRUC Go Live	N/A	N/A	N/A	N/A	N/A	N/A	ACC075 VOSA ERROR
		N/A	3	States vehicle has a Euro III (or greater) standard/cleaner engine for particulate matter as required for LEZ	Proof of engine type and manufacturer for the vehicle OR Proof of registration of vehicle with LEZ Scheme	N/A	No	N/A	N/A	RREJ215	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R70 LEZ STATES MODIFIED BUT NOT REGISTERED ON DOC	N/A	N/A	N/A	N/A
	LEZ	Disregard Lateness if evidence provided to accept Rep/Appeal	3	States vehicle is exempt/LEZ compliant and alleges errors with VOSA	Proof of engine type/manufacturer relevant to VRM/vehicle (e.g. V5C relevant to VRM, VOSA certificate/documentation relevant to VRM, VOSA vehicle inspection report relevant to VRM) AND Investigation shows that vehicle is subject to LEZ and/or was not registered with LEZ Scheme at time of contravention, but engine type is on the TIL approved list of Euro I and Euro II type engines that meet the Euro III standard for particulate emissions on the TIL LEZ web site	N/A	No	N/A	N/A	RREJ219	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R71 LEZ STATES EURO 111	N/A	N/A	N/A	ACC076 LEZ COMPLIANT NOT REGISTERED
		Disregard Lateness if evidence provided to accept Rep/Appeal	3	States vehicle is not subject to LEZ Scheme and alleges DVLA error (e.g. vehicle taxation class incorrectly recorded. This may also relate to incorrect data held in VDR for contravention date)	RPCL/LEC issued on or valid for date of contravention OR Letter from VOSA outlining error OR Investigation confirms that vehicle should have been on VOSA upload on the date of contravention	N/A	No	N/A	N/A	RREJ216	N/A	Exceptional agreement not to issue a Penalty Charge to a specific VRM	Suppress/reject PC	28 days	Add to Hotlist to allow time for VOSA to update its records.	LRUC Go Live	N/A	N/A	R72 LEZ STATES VOSA ERROR	N/A	N/A	N/A	ACC075 VOSA ERROR
		Disregard Lateness if evidence provided to accept Rep/Appeal	3	States vehicle is exempt/entitled to a 100% discount as a Showman's vehicle but provides no evidence as a Showman's vehicle and confirms not registered with LEZ Scheme at time of contravention as a Showman's vehicle	Proof of error (e.g. Corrected V5 or letter from DVLA confirming pertinent errors) AND/OR Investigation confirms vehicle is not subject to LEZ (i.e. VDR now updated)	N/A	No	N/A	N/A	RREJ217	N/A	Exceptional agreement not to issue a Penalty Charge to a specific VRM	Suppress/reject PC	28 days	Add to Hotlist to allow time for DVLA to update its records.	LRUC Go Live	N/A	N/A	R73 LEZ STATES DVLA ERROR	N/A	N/A	N/A	ACC028 EXEMPT VEHICLE GLASS
	LEZ	Disregard lateness if investigation proves service provider error	3	States vehicle is LEZ exempt/entitled to a 100% discount as a Showman's vehicle and provides evidence in an attempt to prove claim	Investigation confirms vehicle not registered with LEZ Scheme as a Showman's vehicle and customer provides all necessary proof that vehicle would be accepted as a Showman's vehicle if an application was made, i.e. Evidence that vehicle is not of cab and trailer type, but fixed body AND Images that confirm permanent modifications to reflect a showman's ride and/or equipment AND Vehicle details necessary for registration (V5) OR Investigation shows that vehicle was registered with LEZ Scheme as a Showman's vehicle at the time of the contravention and there has been a service provider error	N/A	No	Details of PCN to be forwarded to PMA for VDR update OR Data correction as appropriate	N/A	RREJ221	N/A	Exceptional agreement not to issue a Penalty Charge to a specific VRM	Suppress/reject PC	28 days	Only add to Hotlist if Customer provides all necessary proof that vehicle would be accepted as a Showman's vehicle if an application was made. Add to Hotlist to allow time for return of Registration Form	LRUC Go Live	N/A	N/A	R75 LEZ STATES SHOWMANS INSUFFICIENT EVIDENCE	N/A	N/A	N/A	ACC046 PROCESSING ERROR ACC062 LEZ SHOWMANS EVIDENCE
	CC	N/A	3	Blue Badge holder or third party driving a Blue Badge holder	Thought they were automatically exempt OR registered with Scheme but did not nominate vehicle	Copy of Blue Badge OR Investigation shows that customer holds an active Blue Badge account	Yes	No	Advise of need to register and send a Blue Badge account application form where appropriate	RREJ85	N/A	Exceptional agreement not to issue a Penalty Charge to a specific VRM	Suppress/reject PC	N/A	28 days	Add to Hotlist to allow time for return of Registration Form	LRUC Go Live	N/A	R30 BB NOT REGISTERED OR NOMINATED	N/A	N/A	N/A	ACC005 ACCEPT BLUE BADGE - 1ST CONTRAVENTION
		Disregard lateness if investigation proves service provider error	3	Registration not received in time	Error made by service provider when processing registration	N/A	No	Data correction as appropriate	N/A	RREJ85	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R30 BB NOT REGISTERED OR NOMINATED	N/A	N/A	N/A	ACC005 ACCEPT BLUE BADGE - 1ST CONTRAVENTION
	LEZ	N/A	3	States is a Blue Badge holder or was driving a Blue Badge holder and thought they were	N/A	N/A	No	N/A	N/A	RREJ85	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R30 BB NOT REGISTERED OR NOMINATED	N/A	N/A	N/A	N/A
	CC	N/A	3	Knows Blue Badge holder but not in vehicle at time of contravention	N/A	N/A	No	N/A	N/A	RREJ85	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R30 BB NOT REGISTERED OR NOMINATED	N/A	N/A	N/A	N/A
	CC	Disregard lateness if investigation proves service provider error	3	Forgot to renew account	Investigation shows that renewal was received but was not processed, not processed correctly or was incorrectly rejected	N/A	No	Data correction as appropriate	N/A	RREJ05	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R07 STATES TRIED TO PAY	N/A	N/A	N/A	ACC005 ACCEPT BLUE BADGE - 1ST CONTRAVENTION
		N/A	3	Qualifies for 100% discount or is a Blue Badge holder	Claims not to have received renewal letter	N/A	No	Confirm that the customer's address is correctly recorded and re-send renewal letter. Advise of need to both renew and purchase full daily charge until account has been approved	N/A	RREJ22	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R28 BELIEVED EXEMPT OR 100% DISCOUNT	N/A	N/A	N/A	ACC027 DISC VRM MISMATCH - CUST ERR
	CC	N/A	2	Application received and Residents' account approved within 10 days of contravention AND charges purchased with or since application	Associate and accept rep against PCNs incurred between the date the application was received and the date the account was	N/A	No	Provide details on how to renew account	N/A	RREJ25	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R21 FORGOT TO PAY	N/A	N/A	N/A	ACC063 RESIDENT INCL CHANGE OF VRM
		Disregard lateness if investigation proves service provider error	2	Forgot to pay	Data correction as appropriate	N/A	No	Advise of need to both renew and purchase daily charge at non-discounted rate until account has been approved	N/A	RREJ25	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R21 FORGOT TO PAY	N/A	N/A	N/A	ACC064 PROCESSING ERROR
		N/A	2	Registered a new vehicle on account and penalty incurred by previously registered vehicle	Investigation confirms that application to change registered vehicle was processed on the day the PCN was incurred AND a discounted charge was in place for the previously registered vehicle	N/A	No	N/A	N/A	RREJ05	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R07 STATES TRIED TO PAY	N/A	N/A	N/A	ACC063 RESIDENT INCL CHANGE OF VRM
		N/A	2	Did not nominate new or hire/courtesy vehicle	Investigation confirms that discounted a discounted charge(s) has been purchased for the replacement vehicle	N/A	No	N/A	N/A	RREJ75 (is this correct?)	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R07 STATES TRIED TO PAY	N/A	N/A	N/A	ACC063 RESIDENT INCL CHANGE OF VRM
	CC	N/A	2	States forgot to renew account	Has continued to purchase a discounted charge after the expiry of the Residents' account	N/A	No	Send Residents' account application form with NoA and advise of need to both renew and purchase daily charge at non-discounted rate until account has been approved	N/A	RREJ04	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R13 PURCHASED DISCOUNTED CHARGE INCORRECTLY	N/A	N/A	N/A	ACC063 RESIDENT INCL CHANGE OF VRM

		N/A	2	Claims not to have received renewal letter	N/A	Yes	No	Confirm that the customer's address is correctly recorded and re-send renewal letter. Advise of need to both renew and purchase daily charge at non-discounted rate until account has been approved	RREJ25	N/A	Provide details on how to renew Residents' account	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R21 FORGOT TO PAY	N/A	N/A	N/A	ACC063 RESIDENT INCL CHANGE OF VRM	N/A
		Disregard lateness if evidence proves service provider error	2	States attempted to renew and has either continued to purchase charges at the discounted rate OR has not purchased any charges	Investigation confirms that renewal was rejected and the customer was advised accordingly OR renewal was received but was not processed correctly/incorrectly rejected	N/A	No	Data correction as appropriate	RREJ25	N/A		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R21 FORGOT TO PAY	N/A	ACC046 PROCESSING ERROR	N/A	N/A	
CC		Disregard lateness if evidence provided to accept Rep/Appeal AND meets first rep criteria	2	Newly registered resident confused over charge start date or believed that annual charge had been transferred from a previous account	Investigation confirms charge/balance of remaining charge refunded OR charge applied from Residents' discount registration date	Yes	No	N/A	RREJ05	N/A		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R07 STATES TRIED TO PAY	N/A	N/A	N/A	ACC063 RESIDENT INCL CHANGE OF VRM	N/A
LEZ	N/A		2	States is resident of the zone and entitled to a 90% discount	Investigation confirms vehicle not registered with LEZ Scheme	N/A	No		N/A	RREJ25		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R21 FORGOT TO PAY	N/A	N/A	N/A	N/A
CC		Disregard Lateness	2	States only that they are a Diplomat AND/OR consider the Congestion Charge to be a tax, which under the Vienna Convention on Diplomatic Relations or the Vienna Convention on Consular Relations (any article) means that they are exempt from or do not have to pay the Congestion Charge	N/A	N/A	No	N/A	RREJ69	N/A		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R22 STATES DIPLOMATIC VEHICLE	N/A	N/A	N/A	N/A	N/A
CC, LEZ	N/A		4	Vehicle stolen or taken/borrowed without consent	Crime reference number and details of police station to which crime was reported to enable validation	N/A	No	N/A	RREJ40	RREJ240		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R76 STATES STOLEN OR TAKEN WITHOUT CONSENT	R76 STATES STOLEN OR TAKEN WITHOUT CONSENT	N/A	N/A	ACC038 VEHICLE TAKEN WITHOUT CONSENT	ACC038 VEHICLE TAKEN WITHOUT CONSENT
LEZ	N/A		4	States vehicle taken into LEZ by a driver/user who did not have the consent of the registered keeper (e.g. Fleet manager) to travel into LEZ	N/A	N/A	No	N/A	N/A	RREJ242		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R77 LEZ STATES DRIVEN IN ZONE WITHOUT CONSENT	N/A	N/A	N/A	N/A
CC, LEZ		Disregard lateness if evidence provided to accept Rep/Appeal	5	States amount on PCN is incorrect and not the amount prescribed in the regulations	N/A	N/A	Only in the event of a discrepancy	N/A	RREJ61	RREJ61		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R78 STATES PCN INCORRECT AMOUNT	R78 STATES PCN INCORRECT AMOUNT	To be escalated	To be escalated	N/A	N/A
CC, LEZ	N/A		5	States discounted sum paid	Investigation confirms full discounted sum paid in time	N/A	No	If full discounted amount received in time, write off reminder of PCN balance. Do not record as an 'accept' on system	RREJ89	RREJ89		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R56 STATES DISCOUNTED SUM PAID	R56 STATES DISCOUNTED SUM PAID	N/A	N/A	N/A	N/A
LEZ	N/A		5	States PCN amount is disproportionate (too high)	Investigation confirms PCN amount is correct	N/A	No		N/A	RREJ243		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R80 LEZ PCN DISPROPORTIONATE	N/A	N/A	N/A	N/A
CC, LEZ		Disregard lateness if evidence provided to accept Rep/Appeal	3	Drove into Congestion Charging Zone as the result of an emergency (i.e. relative rushed to hospital within the zone) or was taken attending a hospital appointment	Proof of emergency visit to hospital (not a routine visit to hospital or a prearranged appointment)	N/A	No	N/A	RREJ76	RREJ76		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R39 EMERGENCY, REGISTERING A DEATH	R39 EMERGENCY, REGISTERING A DEATH	N/A	N/A	ACC070 EMERGENCY HOSPITAL	ACC070 EMERGENCY HOSPITAL
CC, LEZ		Disregard lateness	3	Registered keeper deceased	Death certificate or confirmation from solicitors handing estate	N/A	No	N/A	RREJ76	RREJ76		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R39 EMERGENCY, REGISTERING A DEATH	R39 EMERGENCY, REGISTERING A DEATH	N/A	N/A	ACC007 ACCEPT KEEPER DECEASED	ACC007 ACCEPT KEEPER DECEASED
CC, LEZ		Disregard lateness	3	Travelling to register a death or travelling to hospital due to the death of a relative	Death certificate confirms death registered on the date of contravention or relative died on the date of contravention	N/A	No	N/A	RREJ76	RREJ76		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R39 EMERGENCY, REGISTERING A DEATH	R39 EMERGENCY, REGISTERING A DEATH	N/A	N/A	ACC007 ACCEPT KEEPER DECEASED	ACC007 ACCEPT KEEPER DECEASED
CC, LEZ	N/A		3	Travelling to or attending a funeral	N/A	N/A	No	N/A	RREJ75	RREJ75		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R38 ATTENDING A FUNERAL, OR ENTERING TO REFUEL, OR EXITING NOT ENTERING THE ZONE	R38 ATTENDING A FUNERAL	N/A	N/A	N/A	N/A
CC, LEZ	N/A		3	Had to enter the zone to get fuel or exiting the zone only	N/A	N/A	No	N/A	RREJ75	RREJ75		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R38 ATTENDING A FUNERAL, OR ENTERING TO REFUEL, OR EXITING NOT ENTERING THE ZONE	R38 ATTENDING A FUNERAL, EXITING, NO INFO ON SIGNS	N/A	N/A	N/A	N/A
CC, LEZ		Disregard lateness if evidence provided to accept Rep/Appeal	3	Diverted into zone	System check confirms an official diversion into zone or TIL confirms that a diversion was in place at the time of the contravention	N/A	If in any doubt about validity of diversion	N/A	RREJ74	RREJ74		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R37 STATES DIVERTED OR FORCED INTO ZONE	R37 STATES DIVERTED OR FORCED INTO ZONE	N/A	N/A	ACC033 DIVERSION	ACC033 DIVERSION
CC, LEZ		Disregard lateness if evidence provided to accept Rep/Appeal	3	Vehicle in the zone as the direct result of enforcement action taken by a local authority (clamped / removed on or before the contravention) OR detained by police	Copy of immobilisation/removal release sheet or equivalent proving that the vehicle was within the charging zone on the contravention date either as a direct result of this enforcement action, or following recovery of the vehicle from within the zone by the keeper following resolution of the enforcement action. OR Copy of custody sheet	N/A	No	N/A	RREJ28	RREJ228		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R23 ENFORCEMENT ACTION OR BROKEN DOWN	R23 ENFORCEMENT ACTION OR BROKEN DOWN	N/A	N/A	ACC034 VEHICLE/PERSON DETAINED	ACC034 VEHICLE/PERSON DETAINED
CC, LEZ	N/A		3	In prison to unable to or cannot pay Penalty Charge	N/A	N/A	No	N/A	RREJ28	RREJ228		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R23 ENFORCEMENT ACTION OR BROKEN DOWN	R23 ENFORCEMENT ACTION OR BROKEN DOWN	N/A	N/A	N/A	N/A
CC, LEZ	N/A		3	States vehicle broke down resulting in entry to or exit from the zone during operational hours	For LEZ PCNs only, a letter from the recovery firm confirming breakdown on the date/time of the contravention	N/A	No	N/A	RREJ28	RREJ28		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R23 ENFORCEMENT ACTION OR BROKEN DOWN	R23 ENFORCEMENT ACTION OR BROKEN DOWN	N/A	N/A	N/A	ACC085 LEZ ENFORCEMENT ACTION OR BROKEN DOWN
CC, LEZ	N/A		3	Unaware of Congestion Charging Low Emission Zone or methods of payment	N/A	N/A	No	N/A	RREJ75 or RREJ82 relating to PHD	RREJ75	Send General Scheme Leaflet with response	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R38 ATTENDING A FUNERAL, EXITING, NO INFO ON SIGNS	R38 ATTENDING A FUNERAL, EXITING, NO INFO ON SIGNS	N/A	N/A	N/A	N/A
CC, LEZ	N/A		3	Entered zone unintentionally due to road layout or as a result of getting lost. OR claims	N/A	N/A	No	N/A	RREJ73	RREJ73		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R24 STATES LOST OR ROAD LAYOUT CONFUSING	R24 STATES LOST OR ROAD LAYOUT CONFUSING	N/A	N/A	N/A	N/A
CC, LEZ	N/A		3	Swerved or was forced into zone	N/A	N/A	No	N/A	RREJ74	RREJ74		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R37 STATES DIVERTED OR FORCED INTO ZONE	R37 STATES DIVERTED OR FORCED INTO ZONE	N/A	N/A	N/A	N/A
CC, LEZ	N/A		3	Was making a delivery or entered the zone to load/unload vehicle	N/A	N/A	No	N/A	RREJ75	RREJ244		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R38 ATTENDING A FUNERAL, EXITING, NO INFO ON SIGNS	R38 ATTENDING A FUNERAL, EXITING, NO INFO ON SIGNS	N/A	N/A	N/A	N/A
CC, LEZ		Disregard lateness if evidence provided to accept Rep/Appeal	3	Claims received incorrect advice from Call Centre, Retail outlet or another external source (e.g. policeman, traffic warden, hotel receptionist)	Investigation confirms known incident OR Call recording confirms incorrect advice was given by the Call Centre (N.B only calls after 31/10/09)	N/A	No	N/A	RREJ03 (no suitable code for this???)	RREJ245		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R35 LEZ INCORRECT ADVICE FROM CC	ACC074 CALL NOT FOUND OR CONFUSING ADVISE	ACC074 CALL NOT FOUND OR CONFUSING ADVISE	N/A	N/A
CC, LEZ	N/A		3	States they were leaving zone and not entering	N/A	N/A	No	N/A	RREJ75	RREJ28		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R38 ATTENDING A FUNERAL, EXITING, NO INFO ON SIGNS	R38 ATTENDING A FUNERAL, EXITING, NO INFO ON SIGNS	N/A	N/A	N/A	N/A
CC, LEZ	N/A		3	States they did not see signs or that signs did not advise how Congestion Charge/LEZ charge could be purchased	N/A	N/A	No	N/A	RREJ75	RREJ75		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R38 ATTENDING A FUNERAL, EXITING, NO INFO ON SIGNS	R38 ATTENDING A FUNERAL, EXITING, NO INFO ON SIGNS	N/A	N/A	N/A	N/A
CC, LEZ		Disregard lateness	3	States zone entry/exit signs missing	N/A	N/A	Escalate all cases	N/A	RREJ30	RREJ30		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R40 STATES MISSING SIGNS OR VICTORIA STATION	R40 STATES MISSING SIGNS OR VICTORIA STATION	N/A	N/A	ACC054 SIGNAGE	ACC054 SIGNAGE
CC	N/A		3	claims were dropping off/and or collecting a traveller/train or bus passenger at Victoria train station and/or bus station at "Tarnibus Place" but were directed into the zone because of the one way road layout	N/A	Yes	No	Advise that exercised discretion on first contravention basis but that future PCNs will be enforced as zone clearly marked.	RREJ30	N/A		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R40 STATES MISSING SIGNS OR VICTORIA STATION	N/A	N/A	N/A	N/A	N/A
LEZ	N/A		3	States did not see an LEZ exit signs when leaving the LEZ	N/A	N/A	No	N/A	N/A	RREJ247		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R36 LEZ STATES DID NOT SEE EXIT SIGNS	N/A	N/A	N/A	N/A
CC, LEZ	N/A		3	States another person was driving the vehicle	N/A	N/A	No	N/A	RREJ32	RREJ32		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R41 STATES NOT THE DRIVER	R41 STATES NOT THE DRIVER	N/A	N/A	N/A	N/A
CC, LEZ	N/A		3	Not within the zone during charging hours or their clock/a third party source displayed or announced the time as being outside charging hours OR For LEZ PCNs, Not in the zone at the time of the contravention or their clock/a third party source led them to believe that they had left LEZ before the start of the contravention date/entered LEZ after the contravention date had ended	N/A	N/A	No	N/A	RREJ29	RREJ29		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R42 STATES CLOCKS INCORRECT	R42 STATES CLOCKS INCORRECT	N/A	N/A	N/A	N/A
CC, LEZ		Disregard lateness	3	States that there is a problem with the camera(s)	PMA confirms problem following provision of evidential integrity log	N/A	Escalate all cases; results of evidential integrity log investigation must be passed to PMA	N/A	RREJ27 # Capita or RREJ90 # Siemens	RREJ27 # Capita or RREJ90 # Siemens		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R43 STATES CAMERA PROBLEM	R43 STATES CAMERA PROBLEM	ACC052 CAMERA OPERATION ERROR	ACC052 CAMERA OPERATION ERROR	N/A	N/A

CC, LEZ	Disregard lateness	3	States paid via Call Centre or received incorrect advice from a Call Centre agent but call cannot be located/played back or is incomplete	Provision of information that should enable retrieval of the pertinent call recording (i.e. receipt number, enquiry number, etc.) (N.B only calls after 31/10/09)	N/A	No	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
CC, LEZ	Disregard lateness	3	Makes challenge on legal grounds (e.g. human rights, wording on PCN, error in Scheme Order)	N/A	N/A	Escalate all cases	N/A	RREJ33	RREJ33	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R79 LEGAL CHALLENGE	R79 LEGAL CHALLENGE	N/A	N/A	N/A	N/A	
LEZ	Disregard lateness	3	States was confused by content of LEZ warning letter issued for vehicle for first	N/A	N/A	Escalate all cases	N/A	N/A	RREJ280	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	R81 LEZ STATES WARNING LETTER CONFUSING	N/A	N/A	N/A	ACC071 CONFUSED BY LEZ WARNING LETTER	
N/A	N/A	6	Customer provides valid hire agreement to demonstrate that vehicle was on hire on the date(s) of contravention	Valid hire agreement that meets all requirements specified in the Hire Agreement Guidance		No	Transfer liability to named hirer	See specific scenario relating to shortfall in hire agreement	See specific scenario relating to shortfall in hire agreement	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	N/A	N/A	N/A	ACC039 HIRE CO NOMINATE OTHER KEEPER	ACC039 HIRE CO NOMINATE OTHER KEEPER	
N/A	N/A	6	Vehicle not registered in the name of the company specified on the hire agreement (third party agreement) <b>Please note, this rule does not apply to GE Capital TFS PLC hire agreements, which must be considered in accordance with the Hire Agreement Guidance document</b>	Current copy of the Office of Fair Trading Consumer Credit Act Licence showing the registered keeper/hire company relationship OR Company accountant's statement OR Copy of the HM Revenue and Customs VAT Return OR Statement from the Company Director or Company Secretary OR Investigation demonstrates a similarity between the name of the company detailed on the hire agreement and the name of the registered keeper, as returned by the DVLA OR Company names are listed as acceptable on the 'Accepted Hire Companies' document		Where an explanation is offered as to why name of registered keeper and name of hire company differ	Transfer liability to named hirer	RREJ68 or RREJ67 if hire period exceeds six months	RREJ68 or RREJ67 if hire period exceeds six months	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R45 HIRE AGREEMENT DETAILS INCORRECT	R45 HIRE AGREEMENT DETAILS INCORRECT	N/A	N/A	N/A	ACC039 HIRE CO NOMINATE OTHER KEEPER	ACC039 HIRE CO NOMINATE OTHER KEEPER
N/A	N/A	6	Vehicle registered in the name of a private individual and there is no known relationship between the registered keeper and the hire firm OR Letter from an accountant or solicitor confirming the registered keeper's interest in the hire firm OR Names are listed as acceptable on the 'Accepted Hire Companies' document	Proof that the registered keeper is a person engaged in the hiring of vehicles and the vehicle in question has been hired from a 'hire firm' on the basis that they are a sole trader or trades partnership business, e.g. Copy of a recently completed HM Revenue and Customs VAT Return in the name of the registered keeper and the hire firm OR Letter from an accountant or solicitor confirming the registered keeper's interest in the hire firm OR Names are listed as acceptable on the 'Accepted Hire Companies' document		Where evidence provided demonstrates a potential link	Transfer liability to named hirer	RREJ68 or RREJ67 if hire period exceeds six months	RREJ68 or RREJ67 if hire period exceeds six months	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R45 HIRE AGREEMENT DETAILS INCORRECT	R45 HIRE AGREEMENT DETAILS INCORRECT	N/A	N/A	N/A	ACC039 HIRE CO NOMINATE OTHER KEEPER	ACC039 HIRE CO NOMINATE OTHER KEEPER
N/A	N/A	6	Vehicle registered in the name of a private individual, who is Director of a limited company/ hire firm, and hire agreement provided in order to transfer liability to another individual or the company for which they act as Director	N/A		No	N/A	RREJ68 or RREJ67 if hire period exceeds six months	RREJ68 or RREJ67 if hire period exceeds six months	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R45 HIRE AGREEMENT DETAILS INCORRECT	R45 HIRE AGREEMENT DETAILS INCORRECT	N/A	N/A	N/A	N/A	N/A
N/A	N/A	6	Hire firm name not detailed on hire agreement	N/A		No	N/A	RREJ66 or RREJ65 if hire period exceeds six months	RREJ66 or RREJ65 if hire period exceeds six months	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R46 INCORRECT HIRE/HIRER NAME OR DATES	R46 INCORRECT HIRE/HIRER NAME OR DATES	N/A	N/A	N/A	N/A	N/A
N/A	N/A	6	No hirer or incomplete hirer name detailed on the hire agreement	Hirer name is recorded in an acceptable format (see Hire Agreement Guidance document) OR The name of a driver is specified on the hire agreement and the Statement of Liability has clearly been signed by that driver OR The signature on the hire agreement cannot be identified with a reasonable degree of certainty but the hire company has nominated the driver, as recorded on the hire agreement, on the representation form		No	Transfer liability to named hirer/driver	RREJ66 or RREJ65 if hire period exceeds six months	RREJ66 or RREJ65 if hire period exceeds six months	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R46 INCORRECT HIRE/HIRER NAME OR DATES	R46 INCORRECT HIRE/HIRER NAME OR DATES	N/A	N/A	N/A	ACC039 HIRE CO NOMINATE OTHER KEEPER	ACC039 HIRE CO NOMINATE OTHER KEEPER
CC, LEZ	N/A	6	Hire agreement provided by customer to demonstrate that vehicle was on hire on the date(s) of contravention is insufficient to transfer liability	Address of hirer cannot be PAF validated (does not apply to foreign addresses) OR VRM OR make OR model of vehicle is not recorded or not correctly recorded on hire agreement or supplementary documents where appropriate	Address provided appears to be in an acceptable format	No	Transfer liability to named hirer	RREJ68 or RREJ67 if hire period exceeds six months	RREJ68 or RREJ67 if hire period exceeds six months	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R45 HIRE AGREEMENT DETAILS INCORRECT	R45 HIRE AGREEMENT DETAILS INCORRECT	N/A	N/A	N/A	ACC039 HIRE CO NOMINATE OTHER KEEPER	ACC039 HIRE CO NOMINATE OTHER KEEPER
N/A	N/A	6	Hire period exceeds six months	N/A		No	N/A	RREJ67	RREJ67	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R47 HIRE PERIOD EXCEEDS 6 MONTHS	R47 HIRE PERIOD EXCEEDS 6 MONTHS	N/A	N/A	N/A	N/A	N/A
N/A	N/A	6	Commencement date and/or time not recorded on hire agreement	N/A		No	N/A	RREJ66 or RREJ65 if hire period exceeds six months	RREJ66 or RREJ65 if hire period exceeds six months	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R46 INCORRECT HIRE/HIRER NAME OR DATES	R46 INCORRECT HIRE/HIRER NAME OR DATES	N/A	N/A	N/A	N/A	N/A
N/A	N/A	6	Due back date and/or time not recorded on hire agreement and additional details recorded are not sufficient to transfer liability in line with the Hire Agreement Guidance document	N/A		No	N/A	RREJ62 if hire agreement is open ended, RREJ68 if details are incorrect or RREJ67 if details are incorrect and hire period exceeds six months	RREJ62 if hire agreement is open ended, RREJ68 if details are incorrect or RREJ67 if details are incorrect and hire period exceeds six months	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R48 HIRE AGREEMENT IS OPEN ENDED	R48 HIRE AGREEMENT IS OPEN ENDED	N/A	N/A	N/A	N/A	N/A	
N/A	N/A	6	No acceptable Statement of Liability on hire agreement OR Statement of Liability not signed OR date of signature is not prior to the date(s) of contravention	N/A		No	N/A	RREJ64 or RREJ63 if hire period exceeds six months	RREJ64 or RREJ63 if hire period exceeds six months	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R44 HIRE UNACCEPTABLE STATEMENT OF LIABILITY	R44 HIRE UNACCEPTABLE STATEMENT OF LIABILITY	N/A	N/A	N/A	N/A	N/A
N/A	N/A	6	Hirer's date of birth and/or driving licence details not recorded on hire agreement	N/A		No	Transfer liability to named hirer	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	N/A	N/A	N/A	ACC039 HIRE CO NOMINATE OTHER KEEPER	ACC039 HIRE CO NOMINATE OTHER KEEPER	
N/A	N/A	6	Replacement vehicle details incorrectly recorded on hire agreement/ supplementary document	N/A		No	N/A	RREJ68 or RREJ67 if hire period exceeds six months	RREJ68 or RREJ67 if hire period exceeds six months	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R45 HIRE AGREEMENT DETAILS INCORRECT	N/A	N/A	N/A	N/A	N/A	
N/A	N/A	6	Extension(s) of hire period incorrectly recorded on hire agreement/extension documents	N/A		No	N/A	RREJ68 or RREJ67 if hire period exceeds six months	RREJ68 or RREJ67 if hire period exceeds six months	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R45 HIRE AGREEMENT DETAILS INCORRECT	N/A	N/A	N/A	N/A	N/A	
N/A	N/A	6	Actual date and/or time of vehicle return not recorded or incorrectly recorded on hire agreement	N/A		No	N/A	RREJ68 or RREJ67 if hire period exceeds six months	RREJ68 or RREJ67 if hire period exceeds six months	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	R45 HIRE AGREEMENT DETAILS INCORRECT	R45 HIRE AGREEMENT DETAILS INCORRECT	N/A	N/A	N/A	N/A	N/A
N/A	N/A	6	Inconsistent or altered hire agreements provided	N/A		If in any doubt about validity of hire agreement	N/A	See specific scenario relating to shortfall in hire agreement	See specific scenario relating to shortfall in hire agreement	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

CC, LEZ	N/A	5	claims they cannot afford to pay the PCN / they wish to pay via instalments / they wish to pay at a later date		N/A	NO	Required if 10 PCNs or more	N/A	If only ground raised, use other relevant code as appropriate if other reasons for rep raised	If only ground raised, use other relevant code as appropriate if other reasons for rep raised		N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	N/A	N/A	N/A	N/A	N/A	N/A	N/A
CC	Disregard lateness	2	Claims they went to their usual retailer and it no longer sells CC and they were unaware how to locate a retailer to purchase a charge.	Retail	No evidence required, other than reference being made in the correspondence to attempting to purchase a charge	Yes	No	Advise that exercised discretion on first contravention basis but that future PCNs will be enforced and provide details of how they can identify their nearest retailer in the future (e payjand or website)			N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	26/10/2009	R07 STATES TRIED TO PAY	N/A	N/A	N/A	ACC008 CUSTOMER ERROR RETAIL	N/A
CC	Disregard lateness	2	Claims they attempted to pay via the retail channel	Retail	No evidence required, other than reference being made in the correspondence to attempting to purchase a charge	Yes	No	Advise that exercised discretion on first contravention basis but that future PCNs will be enforced and provide details of how they can identify their nearest retailer in the future (e payjand or website)			N/A	N/A	N/A	N/A	N/A	N/A	N/A	LRUC Go Live	27/10/2009	R07 STATES TRIED TO PAY	N/A	N/A	N/A	ACC008 CUSTOMER ERROR RETAIL	N/A

### **3. London Road User Charging - Hire Agreement Guidance – Incorporating Congestion Charging and the London Low Emission Zone**



**Transport for London  
London Road User Charging  
Hire Agreement Guidance –  
Incorporating  
Congestion Charging and the  
London Low Emission Zone**

<b>Author</b>	<b>[REDACTED]</b>
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<b>Owner</b>	<b>Alan Garrett</b>

## 1 Document Control

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### 1.2 Reviewers

Name	Organisation	Role
Alan Garrett	TfL	Operations and Contract Assistant Manager



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**2 Scope and purpose**

- This document relates to the London Road User Charging Scheme (LRUC) and applies to the Congestion Charging Scheme (CCS) and Low Emission Zone (LEZ).
- This document provides guidance to the Service Provider for dealing with ‘Ground 6’ representations and appeals from hire firms seeking to transfer liability for a penalty charge notice (PCN) to the hirer.
- To successfully transfer liability of a penalty charge hire firms must provide a ‘hire agreement’ that complies with very specific regulations. Liability may only be transferred when the registered keeper/liable party is a vehicle hire firm and the vehicle was hired from them under a compliant hiring agreement.
- The document serves to ensure that the Service Provider has sufficient information to enable hire agreements to be critically examined to establish if a representation or subsequent appeal should be accepted or not and whether liability may be transferred to the hirer. The document clarifies the reasons why liability might not that need to be stated in any notice of rejection (NOR) and appeal case summary.
- Additional guidance is provided about the further evidence that may be requested from the customer.
- This document should not be referred to, nor should any text from this document be repeated in any Nor or Appeal case summary, standard paras exist for that purpose.

**3 Hiring Agreements v Lease Agreement v Hire Purchase v Personal Contract Agreements.**

Ground 6 representations refer to vehicles on ‘hire’. This is a specific ground that is demonstrated by the provision of a compliant *hire agreement*. There are legal definitions of what a hire agreement is as outlined within this guidance.

A hire agreement is the only document that can enable the transfer of liability under this ground. It reflects a short term period of ‘hire’ supported by legislation which also outlines what is required to be contained within the hire agreement. A hire agreement is therefore a distinct legal reference or term meaning a specific period of hire of *less than 6 months* duration. Any period of hire of 6 months or more does

not constitute a short term hire, it cannot enable the transfer of liability and must be rejected.

For the purposes of this document a loan vehicle or courtesy car document should be treated as a hire agreement and the same criterion applies.

A 'lease' or 'master lease' is not the same as a 'hire agreement'. There is a difference between the lease of a vehicle and the hire of a vehicle. Such documents do not enable the transfer of liability from the person/company liable irrespective of the duration of the lease or content of the documents. In such cases where the lease is relied upon the representation must be rejected.

A lease agreement is generally for longer than 12 months, it may have mileage restrictions and cover additional costs such as servicing, in addition the lease agreement does not contain the same details as a hire agreement

A master lease is generally used by vehicle management companies to allow there customers – often hire companies a flexible route to gain the use of additional vehicles without having the need to discuss/agree and finance specific individual vehicles; they are very generic and are more orientated to 'finance' than specific car details. A master lease does not prove a vehicle is on hire or a link between the asset management company and car hire companies other than a contractual one.

Any documents that reference 'Hire Purchase' or 'Personal Contract Hire' also do not enable the transfer of liability. These are again separate aspects of vehicle purchase. In such cases the representation must be rejected.

#### **4 Liability when 'vehicle on hire'**

Liability may be transferred when;

- the registered keeper/person liable is a vehicle hire firm and
- the vehicle was hired from them under a hiring agreement at the time of the contravention.

The 'registered keeper' means the person in whose name the vehicle is registered with the DVLA under the Vehicle Excise and Registration Act 1994. The DVLA stipulates vehicles should only be registered in the name of the person or Company that keeps the vehicle.

The registered keeper is normally the vehicle hire firm, but the way some hire firms trade, segment their operations and register their vehicles means sometimes this is not the case and investigation may be needed to establish a link between the registered keeper/person liable and the hire firm where they are different.

PCNs must be issued and subsequently re-issued in the correct order to each party that become liable at each and every stage to maintain the 'audit trail'. There can be no skipping to the 'end hirer' from the registered keeper where there are multiple agreements in place. For example where the registered keeper is a hire company and they hire the vehicle to another hire company who in turn hire the vehicle to the end hirer. PCNs must be issued in the strict order where liability can be transferred as follows:

- A. Registered Keeper
- B. Hire company hiring the vehicle from keeper
- C. End Hirer

The PCN issue cycle cannot be:

- A. Registered Keeper
- C. End Hirer

#### **4.1 Hire Company Names**

The first issue with a hire representation is to determine whether the person making the representation is entitled to do so. This should be the registered keeper/person liable.

Where the person/organisation making the representation are not the same as the registered keeper/person liable then third party representation considerations apply as normal.

Where the registered keeper/person liable is confirmed as making representation but the names used on the documentary evidence used to transfer liability, i.e. the hire agreement then consideration needs to be given to whether the registered keeper and the vehicle hire firm are one and the same.

Note: Where a link between the registered keeper and the hire firm has already been recognised and accepted by TfL the issue of names can be ignored and the hire agreement content considered to allow for the transfer of liability for the PCN away from the registered keeper and to the hirer.

The sections that follow provide guidance on how to interpret and respond to the information that may be provided in hire representations.

#### **4.2 DVLA registered keeper and hire firm with 'similar names'**

The DVLA registered keeper/person liable name may not exactly match the name of the organisation making the representation and/or named in the hire agreement. Variations in name do not necessarily mean different organisations are involved.

Before rejecting such a representation consideration must be given to whether the DVLA registered keeper/person liable, the organisation making the representation and the organisation named in the hire agreement are one and the same.

To assist in decision making TfL has developed the following reference table to help identify whether to:

- reject the link (no reason to accept, or insufficient evidence) or
- accept the link (as it is reasonable to do so).

<b>DVLA registered keeper name</b>	<b>Hire Firm name shown on agreement</b>	<b>Comments</b>
Save Autos Ltd	Save Autos	Accept - name details match only aspect missing is company type (Ltd)
Save Motors PLC	Save Motors	Accept - name details match only aspect missing is company type (PLC)
J R Jones Land Rover	J R Jones	Accept - name details are similar. Although the 'Land Rover' element is missing it is sufficient to determine the firms are one and the same
Save Car and Van Hire Ltd	Save Van Hire	Accept - name details similar, main name of firm included
Save Car and Van Hire Ltd	Save Car Hire	Accept - name details similar, main name of firm included
Save Car and Van Hire Ltd	Save Car and Vans	Accept - name details similar, main name of firm included
Save Car and Van Hire Ltd	Save Car and Van Hire	Accept - name details similar, only element missing is company type (Ltd)
Save Self Drive (Any Town) Ltd	Save Self Drive Ltd	Accept - name details similar, only element missing is company location (Any Town)
Save Self Drive (Any Town) Ltd	Save Self Drive	Accept - name details similar, location and type missing (Any Town and Ltd)
Save Self Drive (Any Town) Ltd	Sav Self Drive (Any Town) Ltd	Accept – typographical error
Save Self Drive (Any Town) Ltd	SSD Any Town Ltd	Accept – abbreviation
Save Self Drive (Any Town) Ltd	SSD Any Town	Accept - abbreviation and company type missing (Ltd)
Save Motor Group Ltd	Save Motors	Accept - name details similar, company type missing (Ltd)
Save Motor Group	Save Cars Ltd Car Hire of Any Town	Reject - similarity insufficient
Save 600 Ltd	Save Ltd	Reject- despite the similar names, the two Ltd companies are separate legal entities

If a similarity in names cannot be accepted through application of the above examples reference must also be made to the most recent version of 'PMA Accepted Hire Companies list' in Filenet to check whether a link exists that has already been acknowledged and accepted by TfL.

When a decision is made to accept or reject 'similar named' organisations notes must be added to the system for each PCN record explaining how the CSR has arrived at this decision. Consideration of other points in this document should be considered.

### 4.3 DVLA registered keeper and hire firm with entirely different names

The DVLA registered keeper and the name of the organisation making the representation and/or named in the hire agreement may be entirely different. Variations in name do not necessarily mean different organisations are involved.

Before rejecting such a representation consideration must be given to whether there is a firm link between the registered keeper and the person/organisation hiring out the vehicle and whether such a link is acceptable to TfL.

Generally speaking the following relationship decisions will apply:

Registered Keeper	Hire Agreement Business Name/type	Decision
Individual	Individual	Need to establish link – possible sole trader /partnership
Individual	Sole Trader/Partnership	Acceptable with proof
Individual	Ltd /PLC	Reject: separate legal entities
Director	Ltd /PLC	Reject: separate legal entities
'A' Ltd /PLC	'B' Ltd /PLC	Reject: separate legal entities
'A' Ltd /PLC	Trading as	Need to establish link – to 'trading as' name

If an acceptable firm link is not established between the DVLA registered keeper and the person/organisation hiring out the vehicle it is not possible to transfer liability away from the DVLA registered keeper.

### 4.4 DVLA registered keeper check returns 2 possible keepers including 'care of addresses'

The DVLA registered keeper details may include information that seems to relate to more than one person/company, for example:

- A. Smith PLC\*Save Rent a Car  
1 Any Street  
Any Town  
AT1 1TA
- B. Mr John Jones\*Coventry Rentals Ltd  
1 Any Street  
Any Town  
AT1 1TA
- C. Williams PLC

c/o Nice Rent a Car  
1 Any Street  
Any Town  
AT1 1TA

D. Mr John R Davis  
Nuneaton Rentals Ltd  
1 Any Street  
Any Town  
AT1 1TA

Example A:

The relationship between 'Smith PLC' and 'Save Rent a Car' cannot be questioned **if either** of the names is reflected on the Hire Agreement. This is because the DVLA registration details and the name on the hire agreement provide the necessary proof of a link and therefore third party considerations cannot apply.

Example B:

The relationship between 'Mr John Jones' and 'Coventry Rentals Ltd' cannot be questioned **if either** of the names is reflected on the Hire Agreement. This is because the DVLA registration details and the name on the hire agreement provide the necessary proof of a link and third party considerations cannot apply.

Example C:

The relationship between 'Williams PLC' and 'Nice Rent a Car' can be distinguished in this case. In this example it is clear that Williams PLC are the registered keeper. They have however notified the DVLA that they require all correspondence for them to be issued to a designated address 'care of' the business at that address. In this case they should be treated as 2 separate legal entities and third party considerations do apply.

Example D:

This is another variation of examples 1 and 2; again the relationship between 'Mr John R Davis' and 'Nuneaton Rentals Ltd' cannot be questioned **if either** of the names is reflected on the Hire Agreement. This is because the DVLA registration details and the name on the hire agreement provide the necessary proof of a link and third party considerations cannot apply.

In examples A, B, D a representation may be received from either party named by the DVLA. Representations received from either party should be treated as having been received from the DVLA registered keeper and must not be rejected as a 'third party representation'.

In C If a representation is received from an unauthorised third party appropriate authorisation from the DVLA registered keeper must be requested. Make any request for further evidence in line with the agreed process for this type of request. The Customer should be allowed 28 days to respond.



## 4.5 Third Party and Third Party Hire Agreements

The term 'third party' in the context of processing Ground 6 hire representations and appeals takes on a different concept to that detailed in the Criteria for Dealing with Representations and Appeals (CDRA) applicable to other representations and grounds. This is because further considerations have to apply to the links between the registered keeper/person liable, the parties making the representation and also the 'names' used on the statutory documentation required to transfer liability in such cases – the hire agreement..

### 4.5.1 Third Party Hire Agreements

The DVLA registered keeper may make a representation and provide a hire agreement to support the transfer of liability away from them. In such cases it may seem there is no relationship between the registered keeper/person liable and the hire Company (that is, the registered keeper name is not displayed on the hire agreement). In this instance the evidence would seem to reflect a 'third party hire agreement' that cannot be used to transfer liability away from them until an acceptable link is made.

The example below reflects this:

- Registered keeper is Company A
- Representation from Company A
- Hire Agreement in name of Company B

The representation is from the DVLA registered keeper but the hire agreement shows a *different business organisation* as the vehicle Hire Company. In this instance the DVLA registered keeper is entitled to make a representation however as the hire agreement does not reflect their name/business name the hire agreement would seem to be a 'third party hire agreement' and would not be capable of transferring liability from them.

In this instance the further evidence process should be used to request that the registered keeper explains the 'link' between them and the hire agreement which appears to be for a third party not linked to the registered keeper.

The explanation/evidence will be considered accordingly upon receipt.

### 4.5.2 Third Party Representations

A representation may be received with a hire agreement to support the transfer of liability where the evidence shows there is no link between the registered keeper, the person/business making the representation or the business named on the hire agreement.

Therefore where it may seem there is no relationship between the registered keeper/person liable and the Hire Company (that is, the registered keeper name is not displayed on the hire agreement the evidence would seem to reflect a 'third

party representation'). The hire agreement evidence cannot be used to transfer liability until an acceptable link is considered and confirmed as made.

The example below reflects this:

- Registered keeper is Company C
- Representation from Company D
- Hire Agreement in name of Company D

The representation is not from the DVLA registered keeper, nor does the evidence supplied show a link that can be established to satisfy the CDRA that this should not be classified as a third party representation.

In this case it would be appropriate to determine this is a 'third party representation' (that is, has not been made by the DVLA registered keeper and the 'third party process' should be utilised).

The explanation/evidence will be considered accordingly upon receipt.

#### 4.5.3 Third Party Consideration Exceptions

See section 3.8

Where both the registered keeper and the hire firm on the hire agreement are shown as separate 'Limited Companies' for example:

- Save Rent a Car Ltd' and 'Save Rentals Ltd
- Coventry rentals Ltd and Nuneaton Rentals PLC

Each business is a separate legal entity. In these scenarios liability should not be transferred to the hirer.

However, in certain circumstances TfL have made certain concessions to allow liability to be transferred and therefore reference must be made to the 'PMA Accepted Hire Companies List. Prior to rejecting such a representation consideration must be given to whether there is a firm link between the DVLA registered keeper and the person/organisation hiring out the vehicle (as detailed in the hire agreement) and whether this link is accepted by TfL.

#### 4.5.4 Third Party Consideration

The following sequence of actions should be followed to establish if an acceptable link can be identified between the named parties i.e. the registered keeper and the hire company where they are different.

1. In all cases check TfL's register ('PMA Accepted Hire Companies List') on Filenet to see if an acceptable firm link between the registered keeper /individual and/or organisations has already been established.

2. If representation is made by the registered keeper/person liable where no acceptable link has already been established by TfL:
  - a. Contact the DVLA registered keeper/person liable using the additional evidence process and invite them to provide
  - b. an explanation of the link between themselves and the business making the representation and/or
  - c. evidence to support/prove a firm link,
3. If representation is not being made by the registered/keeper person liable where no acceptable link has already been established by TfL
  - a. Follow the normal **third party process** and
  - b. Request an explanation of the link between them and the business making representation and/or named on the hire agreement
  - c. evidence to support/prove a firm link,
4. In all cases Allow 28 days for a response.

#### 4.5.5 Third party evidence and third party evidence consideration

When considering the explanations and/or supporting evidence it is likely to include, but not limited to, the following:

- a current copy of the Office of Fair Trading Consumer Credit Act Licence showing the registered keeper/Hire Company relationship,
- Company Accountant's statement explaining the relationship between the individual/businesses,
- copy of a recent Revenue and Customs VAT Return, or
- a statement from a Company Director or Company Secretary explaining the relationship between the individual/businesses.
- An explanation of the link between the Registered Keeper and the firm named on the hiring agreement
- If they are the DVLA registered keeper, an explanation why vehicle is registered in their name and not the name of the firm
- An explanation from a legal representative such as Company Solicitor
- An explanation from an individual that he operates as a 'sole trader'.

Having made a request for further evidence in line with the agreed processes a decision can then be made.

- if evidence of an acceptable firm link is supplied this should be forwarded to TfL for inclusion in the ‘PMA Accepted Hire Companies List’.
- If acceptable evidence is provided inline with this guidance to accept the link then process the representation and consider the validity of the particulars of the hire agreement.
- if an acceptable link is not established between the registered keeper who made the representation and the person/organisation hiring out the vehicle the representation should be rejected on the basis of a third party hiring agreement as it is not possible to transfer liability away from the DVLA registered keeper.
- If an acceptable link is not established between the individual and/or business making the representation to the registered keeper/person liable the representation should be refused as third party.

#### **4.6 Registered Keeper is a private individual – Evidence confirms ‘Sole trader’ or ‘Partnership’**

Private individuals may operate a hire firm, trading under their own name or variations of their name for example, initials or any other name. This may demonstrate a ‘sole trader’ or ‘partnership’.

In this case the business name/documentation would not show a business name that ends in Ltd/PLC etc as they are not a *limited company*.

The registered keeper/person liable may make a representation and provide a hire agreement to support the transfer of liability that does not name the registered keeper.

The evidence that may support this may be and is not limited to:

- A statement from them that they he/she is a person engaged in the hiring of vehicles and the vehicle has been hired from a ‘hire firm’ and on the basis that he/she trades as a sole trader or partnership firm (not a Ltd or PLC).
- Supporting evidence is provided which may include, but is not limited to, the following:
  - a copy of a recently completed HM Revenue and Customs Value Added Tax (VAT) return, in the name of the registered keeper and the hire firm
  - a letter from an accountant confirming the DVLA registered keeper’s interest in the hire firm and that he is operating as a ‘sole trader’
  - a letter from a solicitor confirming the DVLA registered keeper’s interest in the hire firm and is operating as a ‘sole trader’.

**4.7 Registered Keeper is a private individual and/or is a Director of the hire firm/Ltd Co)**

Company Directors of limited companies may have their names, rather than the name of the firm, recorded as the DVLA registered keeper.

A Company Director who has a vehicle registered in their name, either their private vehicle, or a company vehicle or otherwise cannot rely on a hire agreement between the Limited Company he is a director of and a Customer hiring out the vehicle to transfer liability. :

This is because the vehicle hire firm is a separate legal entity and the vehicle is registered to a private individual, regardless of the fact he is a Director of the hire firm.

In such cases Liability cannot be transferred. The NoR must not include a request for further evidence.

**4.8 Registered Keeper is a Ltd Co/PLC and hire agreement is in name of another Ltd Co or PLC.**

Each Limited Company (Ltd) or Public Limited Company (PLC) is a separate legal entity in their own right.

Therefore where there are 2 businesses that are 'Ltd' or 'PLC' they are to be treated as separate businesses, in the same way as would apply to 2 separate individuals. This will apply even where one company may own the other, have links to that company, be owned by the same group of people/directors or be part of the same 'group'.

Liability cannot be transferred in the instances where the registered keeper is one Ltd Co. and they rely on a hire agreement that has the name of another Ltd Co or PLC. A Ltd or PLC business cannot trade as another Ltd co or PLC.

In such cases Liability cannot be transferred. The NoR must not include a request for further evidence. The exceptions to this are on the 'PMA Accepted Hire Companies List'

**4.9 Registered Keeper is Ltd Co/PLC 'trading as' under a different name**

A Limited Company (Ltd) or Public Limited Company (PLC) is a separate legal entity in their own rights. Section 3.8 applies in all cases.

A Ltd Co or PLC can however operate under a different name on a 'trade as' basis an examples of this may be:

- Coventry Van Hire Ltd trading as 'Sky Blue Van Hire'

This is permissible; however where this applies the trading name which the Ltd Co or PLC is trading under cannot be another Limited Company. Where it is another limited company this cannot be a trading as situation and section 3.8 applies.

Where a Ltd Co or PLC operate under this basis the limited company name should be shown on any official documentation such as the hire agreement along with the 'trading as' name.

Where this is established this confirms the link between the registered keeper and his/her business named on the hire agreement.

#### **4.10 Hire firm name not shown on the hire agreement**

The hire agreement supplied may not include the name of the hire firm. The actions to be taken varies dependent upon what evidence has been supplied with the representation:

When a copy of the hire agreement has been provided and the name of the hire firm is not the further evidence process must be followed to establish an explanation of this and the link between the registered keeper/person liable, the person/business making representation and the link to the hire agreement.

However when it is believed a full copy of the hire agreement may not have been provided, or the original document supplied may not have been scanned properly, the original document should be requested from the Scan Partner.

If it is confirmed the name of the hire firm is not shown on the original hire agreement the further evidence process must be followed.

If the original hire agreement provides more information than the scanned image, then it should be rescanned, associated and worked in accordance with the relevant firm rules.

#### **4.11 PMA Accepted Hire Companies List**

The 'PMA Accepted Hire Companies List' is maintained by TfL. The most recent version is available on Filenet and should be referenced.

The list provides information about acceptable links between individuals and/or organisations involved in the hiring of vehicles that has already been established by TfL. These links have been identified by TfL either through:

- representation processing (evidence is identified and provided to TfL through the representation process is used to update the 'PMA Accepted Hire Companies List') or
- discussions between TfL and stakeholders for example the British Vehicle Rental and Leasing Association (BVRLA) and the Freight Leasing Association (FLA).

Note: Members of the BVRLA and FLA are able to submit a questionnaire to TfL detailing links between firm organisations (completed questionnaires are stored in a TfL database). TfL consider the information supplied and may accept a link exists between the firm organisations. If a link is established the registered keeper/trading name of the firm organisation will be accepted by TfL as a known 'subsidiary company'.

As the 'PMA Accepted Hire Companies List' is subject to regular update, it is essential the most recent version is consulted if the relationship between the registered keeper and the hire firm is unclear.

#### **4.12 Hire Company Address**

The address provided for the registered keeper by the DVLA may be different to the address shown on the hire agreement for the hire firm.

Larger hire firms with multiple outlets often use a single address such as the central HQ to register their fleet of vehicles for administrative reasons. Variations between the registered keeper's address only and that shown on the hire agreement can be ignored.

Sole traders or partnerships may legitimately register their vehicles to a home address for administrative reasons, but the hire agreement will usually include the firm address. Variations between the registered keeper address and that shown on the hire agreement in such cases can be ignored

#### **4.13 Vehicle Finance companies**

Communications may be received that are initially treated as 'Representations' which may be received from vehicle finance/leasing companies where there is an individual registered keeper name and their own company name and address as being the DVLA registered keeper's address (as in the example, below):

Mr John R Jones  
 Motor Finance PLC  
 1 Any Street  
 Any Town  
 AT1 1TA

The reason finance companies do this is so that they still have a controlling interest in the vehicle and seek to prevent changes affecting their position.

In these scenarios the DVLA registered keeper's address is not the *true* address of the registered keeper although the name of the DVLA registered keeper should be considered as accurate.

In these instances the company are outlining the true address of the DVLA registered keeper, as recorded in the finance company's records.

In such cases the representation can be 'invalidated' and should be treated as a correspondence from the vehicle finance company confirming a 'care of address'

and they are providing the 'correct address' for the registered keeper. No transfer of liability is required although the PCN can be re-issued to the same keeper but at the correct address.

#### **4.14 Hired to hire on**

Hire firms often have 'reciprocal agreements' with other hire firms that allows them to 'source' vehicles for their Customers

The first hire firm hires the required vehicle from the second hire firm and then hires it on to the end Customer. This type of hire on arrangement means a Customer might hire a vehicle from one hire firm without realising that it belongs to another.

The time needed to hire a vehicle to 'hire on' also means sometimes inconsistent evidence is produced. Typically, the hire firm hiring the vehicle to the end Customer appears to have hired out a vehicle to the end Customer prior to having hired it from the second hire firm.

When vehicles are hired to 'hire on' there is rarely a formal hire agreement in place between the two hire firms and the end Customer's hire agreement is with the hire firm that is not the registered keeper of the vehicle. If there is no compliant hire agreement it is not possible to transfer liability from the registered keeper.

#### **4.15 Hire Agreement Reference Number**

Hire agreements do not have to include a reference number. When agreement numbers are provided for consideration with a reference number they may be used to distinguish between hire agreements and/or to cross reference to separate extension documents or other paperwork that record make and model details fully or record replacement vehicle details.

When several hire agreements are provided for a VRM that may cover multiple PCNs for the same vehicle, it is helpful to refer to the individual hire agreements by their reference numbers as this makes the NoR clearer.

### **5 Particulars of Hiring Agreements**

For liability to be transferred from the registered keeper to the person liable the relevant regulations outline the relevant hire agreement must include:

- the name and address of the hirer,
- the VRM,
- the make and model of the vehicle hired,
- the hire period (start date and time and expected end date and time),
- a signed statement of liability statement,



- the actual date and time of return of the vehicle when the vehicle is returned at the end of the hire period.

Additionally when relevant:

- any extension agreed during the currency of the agreement (extension start date and time and expected end date and time),
- Details of the change of vehicle hired during the hire period.

These 'particulars' are identified in Schedule 2 of the Road Traffic (Owner Liability) Regulations 2000 – 'the owner liability regulations'.

The sections that follow provide guidance on whether:

- hire agreements includes the required particulars and
- the information that has been provided is at a sufficient level of detail.

## 5.1 Name of hirer

The regulations stipulate the vehicle hirer's full name must be shown on the hire agreement. Provided the vehicle hirer's name is legible on the agreement (albeit not in full) TfL considers liability can still be transferred.

The following examples illustrate the acceptable and unacceptable permutations of the name 'Mr John Richard Jones':

Examples when liability can be transferred:

- Mr John Richard Jones
- Mr John Jones
- Mr J R Jones
- Mr Jones
- J R Jones
- J Jones
- John Richard Jones
- John R Jones
- John Jones
- Jon Rich Jones
- Jon R Jones
- John Jones

Examples when liability cannot be transferred:

- Jones
- John

- Jon
- Mr J
- Mr J J
- Mr J R J
- J
- J J
- J R J

If the hire agreement does not clearly record a clearly identifiable 'hirer' the following actions should be taken:

#### **5.1.1** Driver recorded on the hire agreement (hirer not specified)

When no hirer is recorded on the hire agreement, but a driver is, liability may be transferred to the driver provided the statement of liability has been signed by them.

If it is not clear if the statement of liability has been signed by the driver, but a signature exists and the hire firm have nominated the driver on the representation form, liability may be transferred to the driver.

Where the hirer is a 'Company', the particulars of the person signing the statement of liability on behalf of the hirer (the Company) may also be recorded (for example, a driver's details). Liability must be transferred to the hirer (the Company) not the person signing the statement on the company's behalf.

#### **5.1.2** Courtesy cars and hire 'brokers'

Companies that provide motor insurance, or accident management services, arrange vehicle hire on behalf of their customers.

The insurance or accident management company may be recorded on the hire agreement as the hirer or hirer/account holder to enable the hire firm to invoice the Customer for the hire costs. The insurance or accident management company's Customer may be named on the hire agreement as a driver with the Customer signing the hire agreement statement of liability.

- If the hire agreement complies with the hire guidance the representation can be accepted and the PCN should be re-issued to the insurance or accident management company.<sup>1</sup>
- If the hire agreement does not comply with the hire guidance, reject the representation. The NoR must explain why liability cannot be transferred and detail all of the failings of the hire agreement.

After liability has been transferred to an insurance or accident management company, they may make representation against the PCN.

Where they confirm that the hire agreement statement of liability has been signed by the driver of the vehicle (who is not an employee or authorised representative of the insurance or accident management company) the representation should be accepted and liability transferred back to the DVLA registered keeper. All

subsequent representations received from the DVLA registered keeper for the same PCN and vehicle for the period of the hire under the same hire agreement that names the insurance or accident management company as the hirer should be rejected.

<sup>1</sup> The representation cannot be rejected at this stage as the documentation provided *appears* to be a valid hire agreement. Representations have to be considered on their own merits, the decision to either accept or reject cannot be influenced by other cases.

## 5.2 Address of hirer

The address of the hirer shown on the hire agreement must be postcode validated using the most recent version of the postcode address file (PAF). This does not apply where the hirer resides outside the UK.

If the address cannot be validated, but does not appear fictitious and is in an acceptable format that is, it includes:

- house number/name, and
- street name, and
- town/city and
- country (if foreign),

The address should be used to re-issue the PCN to the hirer noting those cases treated as 'foreign'.

If the hire firm has failed to record the country of residence of the hirer and it is not possible to identify this it may not be possible to pursue the PCN.

## 5.3 Vehicle Details

The 'owner liability regulations' require the VRM, make and model of the vehicle hired to be recorded on the hire agreement. These elements are addressed as follows:

### 5.3.1 Vehicle registration mark (VRM)

Ensure the VRM on the hire agreement is clear and matches that of the contravening vehicle. Typographical errors or omissions on the part of the Hire Company are not acceptable.

If the VRM is not clearly shown the hire documentation should be scrutinised to see if a replacement vehicle VRM has been recorded. If a replacement vehicle VRM is shown the date and time of the replacement must be clearly documented along with the make and model of the replacement vehicle (see section 4.3.4 Replacement Vehicles).

### 5.3.2 Vehicle make and model

The make and model of the hired vehicle must be recorded in the hire agreement.

TfL do not require an exact replication of the full make and model details as supplied by the DVLA, this is because:

- the DVLA may provide more information than just the make and model
- the hire firm may have recorded the make and/or model incorrectly
- the hire firm have used other terms attributed other industry accepted terms for the vehicle to describe it.

TfL must be satisfied that the details on the hire agreement are sufficient to enable identification of the vehicle in the contravention images. TfL know hire firms sometimes abbreviate the make and model of the hire vehicle, or describe the vehicle incorrectly. To overcome these issues TfL has compiled a list of common abbreviations/terms used by vehicle hire firms and guidance on whether they are acceptable or not. If the description of a hired vehicle is abbreviated, or incomplete, reference must be made to the 'PMA Make and Model List' on Filenet.

The make and model declared in the hire agreement must be:

- carefully compared to the vehicle details supplied by the DVLA and
- the vehicle shown in the contravention images.

It is for the Service Provider to determine if the vehicle in the evidential record is reflected in the vehicle details supplied in the hire agreement and are sufficient to allow identification of the vehicle. Notes must be added to the system to reflect reasons.

The following terms of reference should be used when the vehicle details supplied by the DVLA do not exactly match those entered in the hire agreement:

- If only the full model name is shown in the hire agreement (that is, the make has been omitted) this is normally deemed sufficient to describe the vehicle. This is because particular vehicle model names are normally trademarks and are specific to particular manufacturers.

For example, only Ford manufactures models called 'Fiesta', 'Focus' and 'Mondeo'.

However, some caution must be exercised because certain model names may be used by more than one manufacturer.

For example, there is a Renault 'Alpine' and a Talbot 'Alpine'.

- If only the full 'make' is shown in the hire agreement (that is, the model has been omitted) the hire agreement must be rejected. Liability cannot be transferred. This is because a manufacturer will usually have many models of

vehicle and by omitting this information the precise vehicle cannot be identified.

For example, Volkswagen has models called 'Golf', 'Passat', 'Polo' and 'Gol'.

The following examples illustrate the process to be adopted when comparing the make and model description in the hire agreement compared with the data provided by the DVLA and displayed in the system:

**Example 1:**

DVLA returns:

Make: Renault  
 Model: Megane Expression DCI 106

The actual make and model is **Renault Megane**;

*Expression DCI 106* reflect the vehicle derivative.

Acceptable abbreviations	Unacceptable abbreviations
Renault Megane	Renault
Rena Mega	Renault estate
Megane	Diesel estate
Megane Expression	Expression
Megane Expression DCI 106	Expression DCI 106
	DCI 106

**Example 2:**

DVLA returns:

Make: Ford  
 Model: Transit 350 LWB TD

The actual make and model is **Ford Transit**;

*350, LWB and TD* reflect the vehicle derivative.

Acceptable abbreviations	Unacceptable abbreviations
Ford Transit	Ford Box
Transit	Box
Transit 350	Ford Tail Lift
Transit LWB	Tail Lift
Transit TD	Ford T/L
For. Tran.	T/L
	350
	LWB
	TD
	Van

**Example 3:**

DVLA returns:

Make: DAF Trucks  
 Model: FTG CF85.430

To transfer liability the hire agreement must record the make and model of the hired vehicle as any one of the following:

Acceptable abbreviations	Unacceptable abbreviations
DAF Trucks FTG CF85.430	DAF
DAF FTG CF85.430	Curtain side
DAF Trucks FTG CF	DAF Curtain side
DAF Trucks FTG CF85.430	DAF HGV
DAF CF	DAF Tractor unit
FTG CF85.430	DAF FTG
CF	FTG 85.430

If the make or model of the hired vehicle is abbreviated or incomplete, refer to the 'PMA Make and Model List' on Filenet for guidance.

The DVLA may not return any details for the model of the vehicle. This is usually confined to commercial vehicles as some such vehicles do not have a model name or code and therefore the information is not recorded by the DVLA. For these vehicles, if the make on the hire agreement matches the DVLA make liability may be transferred, even if the hire firm have recorded something to denote the model as in the example below.

**Example:**

DVLA returns:

Make: Scania  
 Model: Not known/none provided

Hire agreement records:

Make: Scania  
 Model: SC120

Prior to rejecting a hire firm's representation on make/model grounds alone, the details recorded on the hire agreement must be checked against the checked to the evidential record and cross referenced to the 'PMA Make and Model List' (which may allow for a transfer of liability despite an inconsistency in make and model).

If the make and model shown on the hire agreement do not match the DVLA records and are not included in the current 'PMA Make and Model List' on Filenet the inconsistency should be highlighted to TfL. The description of the make and model as returned by DVLA and as detailed on the hire agreement together with the

name of the hire firm and the PCN number should be included in the next 'PMA Make and Model Query List'. The list is periodically submitted to TfL or a decision to either reject or accept the description.

### 5.3.3 Make and model - supplementary documents

Additional paperwork from the hire firm might be provided to support the make and model description of the vehicle on the hire agreement (including abbreviations) of the vehicle.

Where the Hire agreement provided complies with this guidance (used in conjunction with the 'PMA Make and Model List') in all respects except make and model, the representation may be accepted provided:

- a supplementary sheet is enclosed that links it to the hire agreement for the hired vehicle and this details the full make and model of the vehicle as required by Schedule 2 of The Road Traffic (Owner Liability) Regulations 2000
- appropriate notes are added to the enforcement system explaining the resolution of the make and model issue

Where accepting such information and or data the details need to be recorded in the enforcement system.

## 5.4 Hire Period

The transfer of liability can only take place where the initial hire period as shown on the hire agreement is for a period of hire of less than six months. This is outlined in Section 66 (7) of the Road Traffic Offenders Act 1988 which stipulates that:

"This section applies to a hiring agreement under the terms of which the vehicle concerned is let to the hirer for a fixed period of less than six months (whether or not that period is capable of extension by agreement between the parties or otherwise)"

To comply with the legislation hire agreements must include a hire period commencement date and time together with the expected expiry date and time of the hire. This has the effect of 'fixing' the hire period. If the hire period is for 6 months or more liability cannot be transferred.

Different definitions of what constitutes a 6 month period exist. TfL's definition has been derived from 'Wilkinson's Road Traffic Offences' that states:

'A month ends on the day of the next month corresponding in number to that from which the computation begins',

The following examples illustrate how the above definition applies:

- Hire period: 08:00hrs on 28/03/2011 to 08:00hrs on 28/09/2011  
**Reject**, the hire period is exactly 6 months

- Hire period: 08:00hrs on 28/03/2011 to 08:00hrs on 29/09/2011  
**Reject**, the hire period is 6 months and 1 day
- Hire period: 08:00hrs on 28/03/2011 to 07:59hrs 29/09/2011  
**Reject**, the hire period is 1 minute less than 6 months and 1 day
- Hire period: 08:00hrs on 28/03/2011 to 07:59hrs on 28/09/2011  
**Accept**, the hire period is 1 minute less than 6 months

#### 5.4.1 Commencement date and time

The regulations require the commencement date and time must be provided on the hire agreement, it reflects the starting point of the hire period and allows the duration of the fixed hire period to be determined.

If either the commencement date and time (or both) are not present the representation must be rejected.

The commencement date and time reflects when the hirer's liability for penalty charges incurred under the hire of the vehicle commenced.

The commencement date of the hire period must be on, or before, the contravention date and, if the contravention is on the commencement date, the commencement time must be before the contravention time.

(See also section 9 regarding 'Terms used by Hire Firms')

#### 5.4.2 Due back date and time

The regulations require the 'expected' date and time the hire period ends (the 'due back date and time') must be provided on the hire agreement.

- No due back date and time

If a hire agreement does not have a due back date *and* time, the hire period is 'open ended' and not 'fixed'. 'Open ended' hire agreements must be rejected.

- Due back date, but no due back time

TfL will consider a hire agreement as fulfilling the requirements when only a due back date is given with no time.

If there is a due back date, but no due back time, TfL considers liability can be transferred up to midnight of the day before the due back date.

When no due back time is recorded liability cannot be transferred for PCNs occurring on the due back date.



Example:

Hire period stated as 21/03/11 at 9.00am to 28/03/11.

Liability in this example can be transferred for the period as follows:

From: 21/03/2011 at 09.00am  
 To: 27/03/2011 at 11.59pm

The impact of this would be as follows:

Contravention date	Contravention time	Decision	Explanation
20/03/2011	11.00am	Reject	Before hire period
21/03/2011	1:00pm	Accept	During hire period
27/03/2011	3:00pm	Accept	During hire period
28/03/2011	9:00am	Reject	After hire period

The due back date and time should not be confused with the actual date and time the vehicle was returned.

Note:

Hire agreements which are seen for the first time that have no due back date and time field but have an actual return date and time may be accepted and liability transferred for the period starting with the commencement of hire to the actual date and time of the return of the vehicle.

Where a hire agreement has previously been seen with no actual of due back date and time and it is resubmitted with an actual date and time of return it should be rejected;

Appropriate system notes should be added to highlight that it was not possible to verify whether or not the hire period was fixed at the outset.

### 5.4.3 Extended hire agreements

The regulations permit the extension of a hire period. This must be shown as a separate period to the initial hire period. The regulations state this must be recorded on the hire firms copy of the hire agreement. There may be multiple extensions of hire.

The regulations require the recording of:

- the commencement date and time of the extension period and
- the expected expiry date and time of the extension period

Many vehicle hire firms record hire extensions on a separate document. TfL will accept this reflects an extension to the hire period provided it is made clear that:

- the document is recording an extension to the original hire agreement and the reference numbers shown on the original and extended hire documents match,

- or the separate extension document clearly cross references to the original hire agreement.

If the document reference numbers do not match and there is no clear means of linking the documents, the separate document should not be treated as an extension to the original hire agreement. If this happens the further documentation should not be accepted as an extension of the original hire agreement however. Such a document would constitute a separate hire agreement for consideration.

An incorrectly recorded hire extension on a hire agreement does not prevent liability from being transferred for contraventions in the original hire period if that period of hire and all other requirements are correctly recorded on the original hire agreement.

#### **5.4.3.1 Extension commencement date and time**

The extension commencement date and time must be shown on the agreement and must refer to the start of the extension (rather than the start of the original hire period).

The extension commencement date and time must be before the contravention date and time if the contravention falls in the extended period.

The representation must be rejected if the extension commencement date and time is not shown or is the same as the original hire period commencement date and time (this is because the extension of the hire is a separate period entirely to the original hire period).

#### **5.4.3.2 Extension expiry date and time**

The extension expiry date and time must be shown and must refer to the end of the extension period. Recording an actual return date and or time is not the same as recording an extension expiry due date and time as the actual return date and time are different particulars to be recorded).

The extension expiry date and time must be after the contravention date and time.

If the contravention falls on the extension expiry date and no extension expiry time has been provided the representation should be rejected.

#### **5.4.3.3 Extensions recorded after the due back date and time, or after the expiry date and time of an earlier extension**

Hire firms are required to record authorised extensions. And where they record an authorised extension that commences after the original due back date and time or the expiry of the last authorised extension, Liability for contraventions that fall in the original hire period or the authorised extension may still be transferred, but liability cannot be transferred for contraventions during the period not covered by a valid hire agreement or extension.

Example:

Hire period stated to be 20/01/2011 at 9.00am, due back 20/02/2011 at 7:00am

Extension recorded as commencing at on 27/02/2011 at 17:00hrs with an extended due back on 07/03/2011 at 09:00hrs.

Liability in this example can be transferred for the period as follows:

From 21/03/2011 at 09.00am  
 To 27/03/2011 at 11.59pm

The impact of this would be as follows:

Contravention date	Contravention time	Decision	Explanation
27/01/2011	9:30hrs	Accept	During original hire period
23/02/2011	10:00am	Reject	Not during original hire period or authorised extension
28/02/2011	11:00am	Accept	During authorised extension

**5.4.4 Actual return time**

This only applies where a vehicle has been returned at the end of the hire period. However the fact it may be missing does not prevent the hire agreement to be considered as valid.

Recording an actual return date and time that is later than the original due back date and time does not constitute a valid extension to the hire period.

Liability cannot be transferred after the original due back date and time where no valid extension is recorded and therefore the document fails to comply with the regulations.

On the rare occasions where the actual return date and time is shown on the agreement provided and is earlier than the original expected due back date and time, i.e. the vehicle has been returned early, liability should be transferred only until the actual return date and time.

**5.4.5 Replacement vehicles**

The regulations state that the details for a replacement vehicle as recorded at 5.4.5.1 to 5.4.5.3 must be recorded on the hire firm's copy of the hire agreement.

Whilst this may be the requirement many vehicle hire firms will record the replacement vehicles on a separate document. TfL will accept this document as showing a replacement vehicle provided:

- the hire document reference numbers shown on the documents match, or
- the separate replacement document cross references to the original hire agreement.

If the document reference numbers do not match, or there is no clear means of linking the documents, the separate document does not constitute part of the hire agreement. If this happens consideration must be made as to whether or not the separate document provided constitutes a hire agreement containing all required information to transfer liability in its own right, if it does not the representation must be rejected.

#### **5.4.5.1 Change of Vehicle Registration Mark (VRM)**

The requirements applicable to recording the VRM for a replacement vehicle are the same as those for the original hire vehicle (see section 5.3.1).

Where the requirements are not fulfilled and the contravention is relevant to the change of vehicle the representation must be rejected.

#### **5.4.5.2 Change of Vehicle Make and Model**

The requirements for recording the make and model of a replacement vehicle are the same as those for the original hire vehicle (see section 5.3.2).

Where the requirements are not fulfilled and the contravention is relevant to the change of vehicle the representation must be rejected.

#### **5.4.5.3 Date and time of Change of Vehicle**

This must be either the same as or more commonly after the commencement date and time recorded on the original hire agreement, if not reject the representation.

If a replacement vehicle has been recorded without a date and time of replacement it is not possible to determine when the hirer assumed responsibility for the replacement vehicle. The representation must be rejected as liability for PCNs incurred by the replacement vehicle cannot be transferred to the hirer.

If only the date of replacement is recorded, but no time is shown and the contravention date is the same day, liability cannot be transferred and representation must be rejected.

Where the requirements are not fulfilled and the contravention is relevant to the change of vehicle the representation must be rejected.

## **6 Statement of liability and signature**

### **6.1 Statement of Liability**

The regulations require a statement of liability on the hiring agreement which must be signed. The statement of liability is required as this confirms that the hirer accepts responsibility for any penalties incurred by the vehicle for the duration of the hire period.

For Road User Charging Penalties the regulations go one step further and require the hirer to acknowledge liability for any charges or penalty charges incurred under a *charging scheme* during the currency of the hiring agreement. TfL has taken a liberal view of this and does not strictly adhere to the regulations regarding statements of liability and will accept liability statements as being acceptable if they refer to any of the following:

- Road Traffic Act 1988 (including references to section 66)
- Road Traffic Act 1991
- Fixed penalties or contraventions in respect of the vehicle
- the hirer acts as registered keeper for the duration of the hire
- responsibility or liability for the vehicle for the duration of the hire
- responsibility for traffic, parking or speeding violations
- Road User Charging Scheme penalties

If there is no specific statement of liability included in the hire agreement the 'terms and conditions' of the agreement need to be considered, they may provide sufficient wording to meet TfL's requirements and allow liability to be transferred.

If there is no signed statement of liability and the terms and conditions are not included in the documentation provided by the Hire Company request an explanation or the provision of the signed statement of liability through the further evidence process.

Due to the way in which many companies operate they may often provide a computer print out of the hire document – this will not contain the signed statement of liability; Therefore it is possible that a representation initially rejected due to the hire agreement not incorporating a signed statement of liability may subsequently be accepted when the Hire Company provides a copy of the liability statement as additional evidence in response to the NoR.

The statement of liability may be included in the hire agreement itself or on a separate page (for example on a vehicle check out/in condition report).

### **6.2 Signature**

A hire agreement must contain a signed statement of liability. This is required to show that the hirer has consented to the terms and conditions of the hire agreement, and specifically accepts liability for the PCNs incurred during the period of the hire agreement.

If a statement of liability is present on the original hiring agreement but it is unsigned the representation must be rejected.

### 6.3 Statement of liability signed by the hirer of the vehicle

The statement of liability must be signed by the hirer of the vehicle.

Hire agreements are sometimes provided that are signed on behalf of the hirer, with a 'PP' or '*Per Pro*' signature. If signed 'PP' (on behalf of an individual hirer), liability cannot be transferred as the individual hirer has not signed to accept liability.

If signed 'PP' on behalf of a company who has hired the vehicle this is likely to be an employee of that company, this needs to be explored to establish if it is acceptable to transfer liability.

### 6.4 Date of signature

TfL does not require the signed statement of liability to be dated. If the signed statement of liability is dated it must be dated either:

- at the outset of hire/on the date the hire period commenced
- prior to the date the hire period commenced
- prior to the date of contravention

If the agreement is signed and dated after the date of the contravention the representation must be rejected on the basis that there was no signed liability statement at the time of the contravention as required by the regulations.

If there are multiple PCNs and the statement of liability was not signed either prior to or on the commencement date it is possible that some of the PCNs subject to the representation will be rejected (no signed liability statement in place at the time of the contraventions) and some will be accepted (liability statement signed after the commencement date but prior to the later PCNs).

#### Example 1:

Hire Period commences on 20/02/2011 at 9:00am, due back 20/03/2011 at 5:00pm.

Statement of Liability signed and dated 12/03/2011

The impact of this would be as follows:

Contravention date	Contravention time	Decision	Explanation
21/02/2011	9:00am	Reject	Statement of liability not signed
27/02/2011	9:30am	Reject	Statement of liability not signed
13/03/2011	10:00am	Accept	Statement of liability signed
19/03/2011	11:00am	Accept	Statement of liability signed

**Example 2:**

Hire Period commences 9:00am on 20/01/2011, due back 17:00hrs on 20/02/2011

Contravention	Contravention date	Contravention time
1	21/02/2011	9:00am
2	27/02/2011	9:30am
3	13/03/2011	10:00am
4	19/03/2011	11:00am

Initial representation made for 'Contravention 1', statement of liability is not signed.

Subsequent representation made for 'Contraventions 2, 3 and 4'.

The same hirer's details are provided in both representations and the second representation is accompanied by a statement of liability has been signed and is either not dated, or dated after the 21/01/2011 and prior to 27/01/2011.

The impact of this would be as follows:

Contravention	Decision	Explanation
1	Reject	Statement of Liability not signed
2	Accept	Statement of Liability signed
3	Accept	Statement of Liability signed
4	Accept	Statement of Liability signed

**6.5 Particulars of the person signing the statement of liability**

Hire agreement statements of liability must be signed either by an individual (when the vehicle is hired by that person), or by an authorised representative of a Company (when the hirer is a Company).

The particulars recorded for the person signing the statement of liability will differ, dependent upon whether the vehicle is hired by an individual or a Company:

**6.6 Liability Statement signed by an individual – vehicle hired by that person**

**6.6.1 Date of birth**

To comply with the regulations, the hirer's full date of birth must be recorded on the hire agreement.

TfL does not validate the hirer's date of birth has been correctly recorded.

### **6.6.2** Permanent address

The address of the hirer shown on the hire agreement must be postcode validated using the most recent version of the postcode address file (PAF) for GB addresses.

If the address cannot be validated, but does not appear to be fictitious and is in an acceptable format (that is, it includes a house number/name, a street name, a town/city and country [if foreign]), it should be used to re-issue the PCN to the hirer.

If the hire firm has failed to record the country of residence of the hirer and it is not possible to identify this it may not be possible to pursue the PCN.

### **6.6.3** Driving License Details

Whilst the driving license details should be recorded on the hire agreement to comply with the legislative requirements.

TfL does not require verification that the driving licence details have been recorded and will transfer liability if any, or all, of these details are missing.

The agreement may record the following details:

- Country of issue (if not UK)
- Serial number or drivers number
- Date of expiry.

The driving license details may be used to support the details of the hirer of the vehicle for example the hirers name and address are unclear but reference to the driving license details helps confirm the unclear or missing data

## **6.7 Hire agreements signed by an individual on behalf of a Company**

It is likely that where a vehicle is hired by a company that the document will be signed by an individual; it is likely they are an officer or employee of that company who has the authority to hire vehicle for and on behalf of the business.

### **6.7.1** Company name

The name of the Company hiring the vehicle from the Hire Company must be clearly shown on the agreement.

### **6.7.2** Company address

The address of the hirer shown on the hire agreement must be postcode validated using the most recent version of the postcode address file (PAF).



If the address cannot be validated, but does not appear to be fictitious and is in an acceptable format (that is, it includes a house number/name, a street name, a town/city and country [if foreign]), it should be used to re-issue the PCN to the hirer.

If the hire firm has failed to record the country where the hirer is based and it is not possible to identify this it may not be possible to pursue the PCN.

## 7 Further evidence process

The further evidence process provides the opportunity to ask the Customer to provide clarification of their initial representation where appropriate.

If a need for clarification arises a letter should be sent to the Customer outlining what needs to be clarified.

The customer should be asked to provide supporting evidence where relevant to support their position. The Customer must be provided with a timescale to provide a response and it must be explained what the next stage will be if the required clarification is not provided.

Care should be exercised to ensure the further evidence process is not used inappropriately. For example:

- When assessing the validity of a hire agreement the entire agreement must be reviewed and all of the shortcomings identified. It is not acceptable to stop reviewing a hire agreement when the first error is identified and request further evidence from the Customer for that item only. Any further evidence request must identify all of the shortcomings of the hire agreement that an explanation may address and request all of the additional information required.
- When a hire agreement fails because information has been omitted from the agreement for example, a vehicle make and model is missing it is not appropriate to ask the Customer to supply this information via the further evidence process. This is because the Hire Company has already provided a copy of the hire agreement and it has been found to be non compliant as the make and model are required.

Issue	Further evidence process applies	Reason
Ground 6 'hire' rep indicated but no Hire agreement provided	Y	Hire agreement is required to support liability transfer so may have been omitted in error
Registered keeper /Hire agreement name (*)	Y	See section 3
H/A <i>appears</i> to be for a different vehicle altogether	Y	May have provided wrong agreement
VRM missing / error	N	VRM Required at outset

VRM correct but make error	N	Required at outset of hire
VRM correct but Model missing /error	N	Required at outset of hire
Hire start date or time missing	N	Required at outset of hire
Hire end date or time missing	N	Required at outset of hire
H/A does not cover date/time of contravention – <i>no Extension implied or recorded</i>	N	H/A should cover contravention date and extension is required to be recorded at time of contravention
H/A starts and ends before date of contravention so does not cover date/time of contravention – extension implied but no Extension recorded	Y	Although extension should be recorded at time of contravention it is possible this may be on another document
Extension incorrectly recorded	N	Required to be recorded at time of contravention
Extension on separate document and no reference to initial hire agreement /ref No.	Y	May be able to clarify so document may be treated as extension
No liability statement evident	Y	May be able provide this from other docs /clarify that T and C's cover
Liability statement present but <i>not signed</i>	N	Signed statement required at time of hire
Unclear <i>who</i> signed liability statement	Y	To clarify if signed for by hirer so liability can be transferred
Change of vehicle not shown (*)	N	Required to be recorded at time of contravention
Change of vehicle not shown correctly (*)	N	Required to be recorded at time of contravention
Hirer name incomplete/missing (*)	N	Required at outset of hire
Hirer Address incomplete missing (*)	N	Required at outset of hire

Where marked \* please refer to relevant section for guidance.

## 8 Second Representations

Even though the further evidence process provides the opportunity for Hire Companies to correct errors and omissions in the first representation submitted

and/or rejected this may prompt a further or second representations. Documentation provided in support of a further or second representation should be compared very carefully against the information supplied to support the original representation. Particular attention should be paid to identifying alterations and inconsistencies.

Documents provided to 'complete' previous evidence may include:

- signed liability statement and agreements,
- terms and conditions (for liability statement wording),
- third party authorisation letters,
- separate hire agreements for extensions or replacement vehicles.

Second representations may also be provided when the initial representation has been rejected because the DVLA registered keeper is not party to the hire agreement. Such representations Acceptable evidence provided to support such representations may include, but is not limited to, the following:

- a current copy of the Office of Fair Trading Consumer Credit Act Licence showing the registered keeper/Hire Company relationship,
- Company Accountant's statement,
- copy of the Revenue and Customs VAT Return, or
- a statement from a Company Director or Company Secretary.

Where the evidence provided now reflects additional information such as now providing information that may be missing consideration should be given to reviewing the evidence; care needs to be given to 'inconsistent evidence'

## **9 Inconsistent Evidence**

Hire companies sometimes provide hire agreements or other information that contradicts information that it has supplied previously. This may include modified documents (with information identified as missing in an earlier representation responses being inserted) or amended documents (with information identified as incomplete or erroneous in earlier representation responses being amended).

Investigations may also identify impossible scenarios (for example, a single vehicle being on hire to two different hirers simultaneously).

When inconsistent evidence is identified the representation must be rejected and specific reference made to the inconsistency in the NoR.

### **9.1 Altered hire agreements**

Examination of hire agreements sometimes reveals evidence of 'tampering', for example:

- Signatures added to documents not originally signed,
- modifications to due back dates,
- alterations to VRMs
- alterations to replacement vehicle details and
- alterations to extension details.

These cases must be considered individually and escalated to TfL for advice, if necessary.

## 9.2 Supplementary Documentation

When a hire agreement fails to allow for the transfer of liability, a Hire Company may provide supplementary information. Supplementary documents may be considered if they can be linked to the hire agreement by through the inclusion of a hire agreement number; invoice number; courtesy agreement number; or similar.

Supplementary documentation may be provided for a variety of reasons, for example:

- to meet the make and model requirements,
- to provide details of extensions to the original hire period or
- to provide details of replacement vehicles.

A hire agreement need not be confined to one agreement; checkout/ in sheets; vehicle condition forms; hire agreement vehicle schedules and terms and conditions may also be provided and together may comprise a compliant hire agreement when viewed as a whole.

When supplementary information is accepted appropriate notes must be added to the enforcement system detailing how it has resolved the shortcomings of the original hire agreement.

## 10 Terms used by hire companies

A number of recognised terms are used within the hire industry. This section provides a brief glossary of the most relevant known terms.

The usual commencement 'Out' date, expected expiry 'Due' date and actual return 'In' date may be substituted with 'charge' and 'actual' dates. Such hire agreements may refer to a 'Pick up date and time', this is used when the hire firm is arranging delivery and collection and the vehicle is delivered before the rental begins. The 'Pick up date and time' is not relevant to the hire period and does not constitute the commencement of the hire period.

'Date and time due out' or 'Out' is when the hire period commenced.

'Due' is the anticipated end of the hire agreement

'C/O' is when the rental agreement was created (this is not relevant to the transferring of liability).

Humourtrees/Local Contract Hire and Leasing Ltd/1Car1Car.com and Hampsons Self Drive Hire Ltd use the above terms, along with other companies using similar computer software packages.

Further examples of the use of alternate terms are found in hire agreements used by Farnborough Van and Truck Hire. Those hire agreements show the following terms which should be taken to mean:

- 'Charge from' - treat as 'Date out/commencement date' <sup>2</sup>
- 'Charge to' - treat as 'Due back'
- 'Actual Pick up' - treat as 'Date out/commencement date' <sup>2</sup>
- 'Actual return' - treat as 'Actual return date of vehicle'

<sup>2</sup> Whilst there is the potential for two commencement dates to be provided where both of these fields on the hire agreement are completed the earliest date and time should be used as the commencement date of hire.

When other terms are accepted full details of the decision and explanation of the terms should be recorded in ICPS.

In the event there are any doubts the case should be escalated to TfL for clarification.

## **11 Change of year occurs during period of hire**

Hire agreements that run over calendar year ends may show the wrong year for the 'new' year due to human error. TfL recognises such errors occur innocently and will accept hire agreements and extensions when the year shown in the 'due date' is incorrectly recorded as the previous year.

## **12 Representation from Person Liable that may also include information from the hirer.**

There may be instances where a hire company may make representation and provide a hire agreement which is non compliant and also information from the hirer e.g. a letter stating did not know about scheme, thought had paid charge, tried to pay, thought had added vehicle to account/discount etc.

When rejecting the representation it is necessary to ensure that the deficiencies in the hire agreement are identified but also where relevant it touches on the issues that the hirer may have raised to show the points have been considered. There is

no reason to reference the 'hirer' document separately. For example and not limited to:

Issue	Possible response (investigation needed)
Paid charge	No evidence of charge purchased for VRM for date of travel / not on account / CCAP etc
Tried to pay	No evidence of charge purchased for VRM for date of travel etc
Did not know about scheme	Signage/advertising etc
Vehicle eligible for discount	No evidence vehicle registered for discount etc

In all cases only 1 NOR should be generated and issued that is to the registered keeper/person liable – there are no 2 NOR scenarios i.e. 1x NOR to the hire company and 1x NOR to the hirer. This does not affect the process where 3<sup>rd</sup> party authorisation exists where a *copy* of an NOR is issued.

**13 Appendix A - Policy Advice applicable to hire agreements**

The table below indicates the Policy Advice that remains 'live' following the introduction of this version of the Hire Agreement Guidance. Other Policy Advice has either been incorporated into this Hire Agreement Guidance or into system and process changes.

<b>Policy No.</b>	<b>Date Issued</b>	<b>Subject - Hire and Lease Summary</b>	<b>Status</b>
N/A	Updated as required	PMA make and model list	live
N/A	Updated as required	PMA Accepted Companies List	live