

## Copy of Entry in Statutory Register

<b>Case Reference</b>	9040381683
<b>Appellant</b>	Hertz UK Limited
<b>Authority</b>	Transport for London
<b>Contravention</b>	On a road in the charging area to which a charging scheme applies without payment of the charge
<b>Decision Date</b>	11 Dec 2004
<b>Adjudicator</b>	Mr Paul Middleton-Roy
<b>Decision</b>	Refused
<b>Direction</b>	None
<b>Reasons</b>	<p>The Appellant makes this appeal on the ground that the Appellant is a vehicle hire company and the vehicle in question was at the material time hired from that firm under a hiring agreement and that the person hiring the vehicle signed a statement of liability acknowledging his liability in respect of any penalty charge notice.</p>

The contravention is said to have occurred on 20 August 2004. The facts as to the issue of the Penalty Charge Notice are not in dispute.

The Appellant has produced evidence by way of a 'Rental Record' in which the precise term of hire is not stated. The evidence produced is of poor quality and is mostly illegible.

Transport for London alerted the Appellant on 12 November 2004 to the fact that the evidence provided was illegible. No further or better evidence has been produced. I take note also of the fact that no hire agreement was produced in evidence by the Appellant at all at the representations stage of this case. I further take note of the fact that the Appellant is well versed in the appeals procedure and is fully aware of the need to produce clear and legible evidence in good time prior to the determination of the case by an Adjudicator.

The relevant provisions are set out in the Road User Charging (Enforcement and Adjudication) Regulations 2001 which at Part 1, paragraph 2 defines a vehicle hire firm as having the same meaning as in section 66 of the Road Traffic Offenders Act 1988. Schedule 2 of the Road Traffic (Owner Liability) Regulations 2000 sets out the requirements of a hire agreement in order for the hire agreement to comply with section 66 of the Road Traffic Offenders Act 1988. The Regulations provide that for the purposes of the Act a hire agreement is one under which

the vehicle concerned is let to the hirer for a fixed period of less than six months. Further, the act specifically requires the hire agreement to record:

- (a) the date and time of the commencement of the hire period; and
- (b) the expected date and time of the end of the hire period; and
- (c) the actual date and time of return of the vehicle.

The requirements of legislation are specific and strict and on the evidence, I cannot be satisfied that the hire agreement incorporated each of the requirements of the Regulations. I cannot therefore be satisfied on the evidence and on the balance of probabilities that a valid hire agreement existed.

I find as a fact that a contravention occurred, that the Penalty charge Notice was properly issued and that the Appellant, as the registered keeper of the vehicle, is directly liable to Transport for London for payment of the Penalty Charge.

For the reasons given, I refuse the Appeal.