

## MR ██████████ R ██████████ - v - Birmingham City Council

### Appeal Details

Case number:	JJ00311-2508	Appeal Raised:	27/08/2025
Vehicle:	██████████	Hearing:	There was no hearing
Representative:	N/A	Decision:	03/10/2025
Number of PCNs:	1	Adjudicator:	Adjudicator Barfoot

Decision - PCN JJ14414872

**MR ██████████ R ██████████, you have lost this appeal.**

You need to pay the penalty charge to Birmingham City Council

Penalty Charge Amount: £70.00

Issued: 01/07/2025

Contravention: 19/06/2025 18:31

Moor Street Queensway  
Southbound Towards Digbeth

34 - Being in a bus lane

Please see the next page for the Adjudicator's Reasons

## Adjudicator's Reasons

1. Mr R [REDACTED] appeals on the basis that he is a vehicle hire firm and he has provided a satisfactory hire agreement.
2. He says he wants to transfer liability to a person whose name and address he has provided, who he says was driving the vehicle at the time of the contravention, so is liable for payment. He has uploaded a rental agreement for the vehicle with the person named in his appeal submission.
3. The council contests the appeal on the basis that the rental agreement is not effective to transfer liability to the hire because it is in accordance with the regulations. It says that it is not on company headed paper, and does not contain the name of the hire company or any reference to Mr R [REDACTED]; it does not contain the hire period; and it does not contain the driving licence details of the named hirer.
4. The bus lane contravention is not in dispute in this case.
5. Regulation 6 of The Civil Enforcement of Road Traffic Contraventions (Approved Devices, Charging Guidelines and General Provisions) (England) Regulations 2022 (the General Regulations) deals with liability to pay penalty charges arising from bus lane contraventions. Regulation 6 (4) provides that ordinarily the penalty charge is payable by the owner of the vehicle (not the driver).
6. Section 92 of the Traffic Management Act 2004 provides that the owner is the person by whom the vehicle is kept and that this is presumed to be the person in whose name the vehicle is registered unless the contrary is proved.
7. The council contacted DVLA in this case and DVLA identified Mr R [REDACTED] as registered keeper of the vehicle on the date of the contravention. He does not dispute that he was the owner of the vehicle which received this PCN and his reliance on the rental agreement indicates that it did own the vehicle then. I find as a fact, therefore, he was the owner of the vehicle on the date of the contravention.
8. That he was not the driver of the vehicle when the contravention occurred does not in itself absolve him of liability for that contravention. There is owner liability for bus lane penalty charges, not driver liability.
9. Regulations 6(2) and (3) of the General Regulations do make provision, where the owner of the vehicle is a vehicle-hire firm, for the vehicle-hire firm to transfer liability for penalty charges arising from contraventions occurring when the vehicle was hired under a hiring agreement to the person by whom the vehicle was hired. The hirer is to be treated as if he were the owner of the vehicle. Mr R [REDACTED] relies on these provisions to transfer liability for the contravention in this case from it to the hirer.
10. Regulation 6(2) provides that at the time of the contravention the vehicle must be hired from the vehicle-hire firm under a hiring agreement. "Hiring agreement" is specifically defined in regulation 6(5) as having the same meaning as in section 66 of the Road Traffic Offenders Act 1988 (the 1998 Act).
11. For the purposes of section 66 of the 1988 Act, a hiring agreement is one for a fixed period of less than six months (see section 66(7)). Further, section 66(8) of the 1998 Act. states that "hiring agreement" refers only to an agreement which contains such particulars as may be prescribed. The Road Traffic (Owner Liability) Regulations 2000 set out, at Schedule 2, the prescribed particulars which an agreement must contain to constitute a "hiring agreement" for the purposes of both the 1988 Act and the General Regulations. These prescribed particulars include personal particulars of the vehicle hirer and particulars of the hiring agreement.
12. The personal particulars of the hirer include details of their driving licence. The particulars of the hiring agreement include both the time and date of commencement of the original hiring period, and the expected time and date of expiry of the original hiring period. They also include the make and model of the vehicle hired under the hiring agreement.
13. In this case, Mr R [REDACTED] states that the rental agreement's start date was 10 June 2025, which is the date it was signed by the hirer. He does not identify the end date, and, as the council has noted, the rental agreement does not identify the hire period, nor does it specify an end date.
14. It does not, therefore, contain the expected time and date of expiry the original hiring period, which is one of the particulars Schedule 2 of The Road Traffic (Owner Liability) Regulations 2000 requires a hiring agreement to contain.

# Adjudicator's Decision

15. This omission is material because, in the absence of an expected time and date of expiry of the original hiring period it is not evident from the rental agreement Mr R [REDACTED] relies on that the vehicle was, in fact, on hire on the date of this contravention.
16. Further, in the absence of the expected time and date of expiry of the original hiring period, the rental agreement does not establish that it is an agreement under which the vehicle is let to the hirer for a fixed period of less than six months. Only a hiring agreement which satisfies this criterion can be relied upon to make the hirer liable for bus lane penalty charges under regulation 6(2) of the General Regulations. On the face of it, the rental agreement appears to be an open-ended one, with no fixed rental period. A rental agreement of that nature cannot be relied upon to transfer liability for bus lane penalty charges to the hirer.
17. In addition, the rental agreement does not contain the details of the hirer's driving licence, or the make and model of the vehicle hired. Both are particulars which are required to be included in a hiring agreement which has the effect of making the hirer liable for bus lane penalty charges under regulation 6(2) of the General Regulations. A hiring agreement which lacks the particulars required by The Road Traffic (Owner Liability) Regulations 2000 is not a hiring agreement for the purposes of regulations 6(2) and (3) of the General Regulations and so is not effective to transfer liability for parking penalty charges to the hirer.
18. For these reasons, I find that Mr R [REDACTED] cannot rely on the rental agreement he has uploaded to transfer liability for the contravention in this case to the hirer in that agreement because it does not satisfy the requirements of a hiring agreement for the purposes of regulation 6(2) of the General Regulations.
19. Mr R [REDACTED] remains liable for the penalty charge arising from that contravention as the owner of the vehicle. It is a matter for him to recover payment from the hirer who was driving the vehicle when the contravention occurred.
20. I refuse the appeal and Mr R [REDACTED] is liable to pay the penalty charge.

Adjudicator Barfoot

Adjudicator

03/10/2025