

SCHEDULES

SCHEDULE 4

RECOVERY OF UNPAID PARKING CHARGES

Hire vehicles

- 13 (1) This paragraph applies in the case of parking charges incurred in respect of the parking of a vehicle on relevant land if—
- (a) the vehicle was at the time of parking hired to any person under a hire agreement with a vehicle-hire firm; and
 - (b) the keeper has been given a notice to keeper within the relevant period for the purposes of paragraph 8(4) or 9(4) (as the case may be).
- (2) The creditor may not exercise the right under paragraph 4 to recover from the keeper any unpaid parking charges specified in the notice to keeper if, within the period of 28 days beginning with the day after that on which that notice was given, the creditor is given—
- (a) a statement signed by or on behalf of the vehicle-hire firm to the effect that at the material time the vehicle was hired to a named person under a hire agreement;
 - (b) a copy of the hire agreement; and
 - (c) a copy of a statement of liability signed by the hirer under that hire agreement.
- (3) The statement of liability required by sub-paragraph (2)(c) must—
- (a) contain a statement by the hirer to the effect that the hirer acknowledges responsibility for any parking charges that may be incurred with respect to the vehicle while it is hired to the hirer;
 - (b) include an address given by the hirer (whether a residential, business or other address) as one at which documents may be given to the hirer;
- (and it is immaterial whether the statement mentioned in paragraph (a) relates also to other charges or penalties of any kind).
- (4) A statement required by sub-paragraph (2)(a) or (c) must be in such form (if any) as may be prescribed by the appropriate national authority by regulations made by statutory instrument.
- (5) The documents mentioned in sub-paragraph (2) must be given by—
- (a) handing them to the creditor;
 - (b) leaving them at any address which is specified in the notice to keeper as an address at which documents may be given to the creditor or to which payments may be sent; or
 - (c) sending them by post to such an address so that they are delivered to that address within the period mentioned in that sub-paragraph.
- (6) In this paragraph and paragraph 14—

Status: This is the original version (as it was originally enacted).

- (a) “hire agreement” means an agreement which—
 - (i) provides for a vehicle to be let to a person (“the hirer”) for a period of any duration (whether or not the period is capable of extension by agreement between the parties); and
 - (ii) is not a hire-purchase agreement within the meaning of the Consumer Credit Act 1974;
- (b) any reference to the currency of a hire agreement includes a reference to any period during which, with the consent of the vehicle-hire firm, the hirer continues in possession of the vehicle as hirer, after the expiry of any period specified in the agreement but otherwise on terms and conditions specified in it; and
- (c) “vehicle-hire firm” means any person engaged in the hiring of vehicles in the course of a business.