

SCHEDULE 2 – Appendix 33

Enforcement Operations Refund Policy

[Note that this policy is currently subject to amendment]

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1 Scheme Refunds

- 1.1 The Enforcement Operations Service Provider will process refunds in accordance with the Scheme Order and this Agreement.
- 1.2 Refunds should normally only be paid to the person who made the original payment whether or not they are the Registered Keeper/Person Liable of the Vehicle.
- 1.3 Where a refund request is made by the executor of the estate of a Customer who is now deceased and the refund is required to be made payable to someone other than the deceased (or their estate) then the applicant should also supply a copy of the death certificate.
- 1.4 Refunds will be made via the means by which the payment was made i.e. if the PCN was paid by bank card the refund will be made to that bank card. The only exceptions are as follows:
 - Charge Payments paid by cash will be refunded by cheque unless the Customer specifically states that a cheque is not acceptable, in which case the refund will be paid by postal order;
 - in the case of refunds applied for by executors of the estates of the deceased in which case all refunds will be made by cheque; and
- 1.5 Refunds over five hundred pounds (£500) must be authorised by TfL.

2 Transaction Reversals and Re-credits

- 2.1 Where the Enforcement Operations Service Provider is aware, whether from its own monitoring or reconciliation, or by information provided by the Customer or the TfL that an electronic (bank or credit card or direct debit or other bank transfer) transaction has been taken for an incorrect amount of money or has been taken without authorisation or otherwise in error, then the Enforcement Operations Service Provider will reverse that transaction without delay.
- 2.2 The Enforcement Operations Service Provider will not consider Transaction Reversals to be refunds, subject to the refund rules in section 1 above.
- 2.3 The Enforcement Operations Service Provider does not require the authority of TfL in order to make Transaction Reversals or to Recredit accounts where the Enforcement Operations Service Provider has debited that account in error, no matter what amount of money is to be returned.
- 2.4 The Enforcement Operations Service Provider will record the details of all instances where Transaction Reversals and Recredits have been required in a central log.
- 2.5 The Enforcement Operations Service Provider will inform TfL of all erroneous credit card transactions and details of all Transaction Reversals and re-credits in accordance with this Agreement.

3 Enforcement Refunds

- 3.1 Where the Registered Keeper / Person Liable of a Vehicle was not the driver of the Vehicle (e.g. the Registered Keeper / Person Liable is a hire or lease company) and the Registered Keeper / Person Liable pays the Penalty Charge and the driver subsequently makes a successful Representation against the PCN, then the Enforcement Operations Service Provider will refund all Penalty Charges to the Registered Keeper / Person Liable of the Vehicle.
- 3.2 Where a Customer sends payment for Penalty Charge when making a Representation and the Representation is accepted then the Enforcement Operations Service Provider will refund the full Penalty Charge
- 3.3 If a Customer has a Representation rejected and so pays the Penalty Charge but subsequently makes an Appeal and that Appeal is successful then the Enforcement Operations Service Provider will refund the Penalty Charge.
- 3.4 If a Clamp and Removal Representation is made and the decision is made to accept the Representation then the appropriate Penalty Charge, clamping or removal fee, storage fees and any other fees associated with the action should be refunded (this does not include the payment of ex-gratia expenses).
- 3.5 If a Customer makes an Appeal which is allowed, then the Enforcement Operations Service Provider will refund any monies paid by the Customer in relation to the appealed PCN. This will include any clamping, removal or storage costs.
- 3.6 Any refund sent should reference the PCN Number, VRM, Customer method of payment and date paid by Customer. The Enforcement Operations Service Provider shall also ensure that a letter explaining the reason for the refund is generated and sent with the refund
- 3.7 PCN refunds will also need to be actioned following other types of investigation into the issue of the PCN which determines that the PCN should now be cancelled or that a partial sum should be refunded for example Customer has paid one hundred and fifty pounds (£150) but a decision has been agreed that fifty pounds (£50) will be accepted in full settlement so a partial refund of one hundred pounds (£100) is generated). The types of investigation that may lead to the cancellation and refund include but are not limited to late Representations, PMA requests, bailiff investigations, Complaint investigations and PE checks.
- 3.8 The Enforcement Operations Service Provider will include the ability to refund any amount or partial amount paid plus if appropriate any fee paid such as the relevant fees paid to bailiffs.
- 3.9 The Enforcement Operations Service Provider will ensure that all refunds are recorded onto the Systems including, amount of refund, method of refund, who the refund was made to, date and time of refund and reason why the refund was made.

4 Redress Policy

- 4.1 Where a Customer has made a Complaint and it is evident that the Customer has had to spend more money than should have been required due to errors made by the Enforcement Operations Service Provider then the Service Provider will make good this loss – i.e. this money will not be paid out of a TfL account. This loss should include any expenses incurred to make the Complaint.
- 4.2 Ex-gratia payments made under this Redress policy will come from the Enforcement Operations Service Provider funds.
- 4.3 Redress payments should be made in fixed amounts and authorised by duly authorised Personnel. The most junior member of the Enforcement Operations Service Provider Personnel able to authorise a Redress payment will be Personnel at Team Leader grade.
- 4.4 Payments should be made in multiples of five pounds (£5).
- 4.5 Payments should reflect the level of monetary loss and / or inconvenience incurred by the Customer.
- 4.6 When TfL has dealt with a Complaint and wishes the Enforcement Operations Service Provider to make a payment for Redress, the recommended payment will be agreed between TfL and the Enforcement Operations Service Provider.
- 4.7 Any amount paid shall be recorded onto the Systems and clearly marked as paid due to Redress.