

Course
notes
Day 5

**Revenue
Control
Inspector**

2010

Session Objectives:

- Describe the role of delegated legislation
- State the jurisdiction of LU Byelaws
- State the legal requirements regarding their availability
- Interpret the wording of a Byelaw
- State the definition of a contract
- Identify the essentials of a valid contract
- State the purpose of the conditions of carriage and the reason for publishing it
- Explain the relevance of the Regulations of Railways Act 1889
- Describe the possible consequences of not following the Act.

Materials needed:

- SMARTboard
- RCM Presentation
- Collins English Dictionary
- Revenue Services Presentation
- RCI Law Books
- Smith and Keenan's English Law
- Dictionary of Law
- RRA 1889 Byelaws





Group work



Flip chart work





Insert slide from presentation and place slide number underneath



	Insert this symbol when there is a link to the valuing time behaviours
	Information for the trainer (cell coloured in grey)


SESSION SUMMARY

Time	Session Summary
09:00 09:30 10:30 10:45 12:30 13:30 15:15 15:30 16:00	



Time	Trainer Notes (Explanations, Questions, Answers, Tasks/ Aids)
09:00	Re-sits <ul style="list-style-type: none"> • Provide feedback to each delegate. I • Delegates who do not meet the required standard after re –sit will need an exit interview with Training Manager.
	Objectives <ul style="list-style-type: none"> • Describe the role of delegated legislation • State the jurisdiction of LU Byelaws • State the legal requirements regarding their availability • Interpret the wording of a Byelaw • State the definition of a contract • Identify the essentials of a valid contract • State the purpose of the conditions of carriage and the reason for publishing it • Explain the relevance of the Regulations of Railways Act 1889 • Describe the possible consequences of not following the Act.
	Law of Contract We will now be looking at contract law, and how it is relevant to the job of an RCI. <p>Give me a definition of a contract? An exchange of promises between two or more parties, which the law will enforce A contract is simply a legal agreement between parties. In this session we will look at what constitutes a valid contract on LU and the way in which a contract can be formed.</p> <p>What are the essential requirements to make a contract valid? To make any contract valid the following must be included: i) there must be an offer and acceptance (this means that both parties must agree on what has to happen).</p>

Time	Trainer Notes (Explanations, Questions, Answers, Tasks/ Aids)
	<p>ii) there must be an intention to create legal relations (they must both understand that it is binding).</p> <p>iii) there must be consideration (they must ensure there are allowances on both sides).</p> <p>iv) the parties must, have the capacity to contract (they must be the people in charge of that contract i.e. the owner of the car or a dealer on their behalf).</p> <p>v) there must be genuine consent by all parties to the terms of the contract (both parties must mean and accept what the other has said to be true).</p> <p>Additional information <i>Agreement - where one party makes an offer and the other accepts it;</i> <i>Consideration - where one party gives something in exchange for something from the other party;</i> <i>Intention - where both parties intend to abide by the contract;</i> <i>Capacity - where both parties are mentally capable of understanding a contract;</i> <i>Genuine consent - where both parties agree to the contract of their own free will; and</i> <i>Legality - where all of the parts of the contract are legal.</i></p> <p>There is a requirement of written formalities in some cases. Does anyone know what these are? (Money-lending and land sales).</p> <p>There is also one thing that the contract cannot be?</p> <p>The contract must not be contrary to public policy e.g. promoting illegal or criminal activity. This means that the contract cannot be against the law. We have all heard of the saying a “contract killing”. This in itself cannot be a contract, as no one can take a person to court for not killing people!</p> <p>What does this mean to us on LU and how do we get a contract with our customers and is it a legal one? Customers purchase a ticket with the intention of travelling).</p> <ol style="list-style-type: none"> i. Offer and then acceptance? There is an offer of a service and an acceptance by the customer to buy a ticket

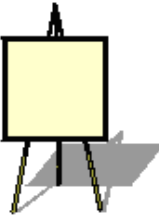
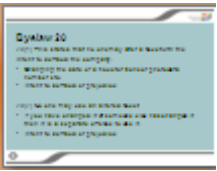
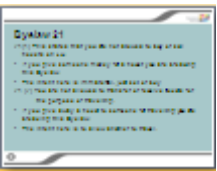

Time	Trainer Notes (Explanations, Questions, Answers, Tasks/ Aids)
 <p>The screenshot shows a presentation slide titled "Valid Contracts". It lists three bullet points:</p> <ul style="list-style-type: none"> - The contract must have the legal effect. - The contract must be made between two parties who are legally capable of entering into a contract. - There must be an intention to create legal relations. 	<ol style="list-style-type: none"> ii. How is there an intention to create legal relations? We give them a ticket as proof of purchase and inform them that we will get them from “a to b” iii. How is there consideration? We have terms and conditions and the Customer Charter shows we look at all possible ways to be fair iv. Do the parties have the capacity to contract? Yes, the Ticket Seller issues tickets on behalf of LU to the customers. Customers can also buy tickets from Agents who are authorised to sell on behalf of LU. Remember that customers should only purchase tickets for themselves unless asked by another to buy one for them. They cannot buy a ticket to sell on as they are not authorised Ticket Seller's for LU (this topic will be covered later in the Byelaws section of this course). v. Is there a genuineness of consent by the parties to the terms of the contract? Yes, this is the Conditions of Carriage.
	<p>When we sell tickets, legally the conditions of carriage should be printed on the ticket. LU gets around this by printing "subject to conditions of issue" on the ticket. Conditions of Carriage are available via the web at www.TfL.gov.uk, If a customer wants a copy they must be referred to the CSC for a personal copy to be posted to them.</p> <p>We have looked at customers who have bought a ticket and travelled; this is a valid contract and is known as an “express contract”. What about customers who travel and do not have a ticket – but intend to pay? Do they have a contract?</p> <p>Yes.</p> <p>It is called an “implied contract”. By travelling, the customer’s actions have implied they will pay for the journey made. With the Penalty Fares Act, the implication of them travelling when they could have purchased a ticket beforehand means that they may now be liable to a £50 Penalty Fare. Can you think of any examples of express and implied contracts?</p> <p>Express contract - purchasing a cinema ticket before seeing a film. Implied contract - taking items off the shelf in a supermarket means you are implying you will pay for those</p>

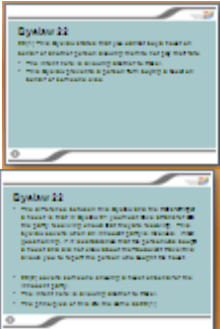
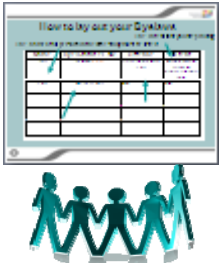
Time	Trainer Notes (Explanations, Questions, Answers, Tasks/ Aids)
	items.
	Break
	<p>Delegated legislation</p> <p>What is delegated legislation? The law system needs a way in which to aid companies and councils to pass their own laws specific to the management of their day to day activities. Parliament can pass on law-making powers to other groups. With Parliament's authority it is delegated.</p> <p>The Transport Act 1962 section 67 allows transport companies to make their own laws - byelaws. Ask one of the delegates to read out section 67 of the Transport Act 1962.</p> <p>What is a 'Byelaw'? The dictionary defines a 'Byelaw' as 'a law made by local governments and councils for the purpose of running their business.' In other words a Byelaw is delegated legislation.</p> <p>Councils use the same for parks i.e. when you enter a park you can find a board with the Byelaws laid out on it. Therefore, each LU station must have a copy of the Byelaws.</p> <p>What happens at stations served by both NR and LUL services? A copy of other (TOC) train operating companies' Byelaws should be available for inspection at every ticket office served by TOC trains.</p> <p>What happens if a customer wants a copy of the Byelaws? Do we have to give them the copy that we have on the station? No, at all times a copy of the Byelaws must be available. Any customers requesting a personal copy must be referred to the Secretary and Solicitor, Transport for</p>



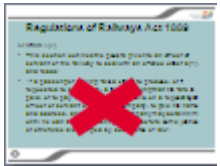
Time	Trainer Notes (Explanations, Questions , Answers , Tasks/ Aids)
TFL Byelaws	<p>London. Allowing customers to see a copy of the Byelaws is seen as good enough to make them binding.</p> <p>N.B. When going to court a copy of the Byelaws must be available for the court to see. Where can we get these bylaws? From the LU legal department The copy that you have at court <u>must</u> be a certified copy.</p> <p>Delegated legislation i.e. LU byelaws carry the weight of the Parent statute, in this case the Transport act. The government does not lose control as it clearly states what the company guidelines are and makes the company fully accountable for the byelaws that it writes. Byelaws still have to signed off by minister charge in our case the Minister for Transport.</p> <p>Byelaws are effectively telling customers what they can or cannot do on the railway. Regardless of whether or not someone has a ticket LU can request them to leave the railway if they are in breach of any of these Byelaws. What is the meaning of the term “authorised person” that LU uses? A person acting in the course of his/her duties, who is an employee or agent of or any other person authorised by the Operator or authorised by a person operating any railway assets</p> <p>Refer delegates to 10.1 - No person shall enter through any train door until any person leaving by that door has passed through. – some of you may not be aware that it is a Byelaw offence. Enforcement and Interpretation – Section 23</p> <p>23.1 – Allows staff to obtain names and address of customers who breach out Byelaws.</p> <p>Enforcement - Section 24 24.1 - Offence and level of fines Any person who breaches any of these Byelaws, except Byelaw 17, commits an offence and shall be liable</p>




Time	Trainer Notes (Explanations, Questions, Answers, Tasks/ Aids)						
	<p>for each such offence to a penalty not exceeding level 3 on the standard scale. Why does this not include Byelaw 17? This is covered in the Penalty Fares Act. The Penalty Fares Act is a statute law and carries its own legislation. It would be a conflict of interests to have delegated legislation for the same offence.</p> <p><i>This has the same meaning as in section 37 of the Criminal Justice Act 1982 and any replacement, modification or amendment made thereto ; (this currently stands at the following) ;</i></p> <table border="0"> <tr> <td>Scale 1 - £200</td> <td>Scale 2 - £500</td> </tr> <tr> <td>Scale 3 - £1000</td> <td>Scale 4 - £2,500</td> </tr> <tr> <td>Scale 5 - £5,000</td> <td></td> </tr> </table> <p><i>N.B LU penalties for offences do <u>not</u> exceed level 3 on the standard scale.</i></p>	Scale 1 - £200	Scale 2 - £500	Scale 3 - £1000	Scale 4 - £2,500	Scale 5 - £5,000	
Scale 1 - £200	Scale 2 - £500						
Scale 3 - £1000	Scale 4 - £2,500						
Scale 5 - £5,000							
	<p>24.2.- Removal of persons</p> <p>(i) Any person who is reasonably believed by an authorised person to be in breach of any of these Byelaws shall leave the railway immediately if asked to do so by an authorised person.</p> <p>(ii) Any person who is reasonably believed by an authorised person to be in breach of any of these Byelaws and who fails to desist or leave when asked to do so by an authorised person may be removed from the railway by an authorised person using reasonable force. This right of removal is in addition to the imposition of any penalty for the breach of these Byelaws.</p> <p>The Byelaws does allow us to remove persons using reasonable force, however, as a Company we do not exercise this power. If someone needs to be removed call the BTP. We will be looking at managing challenging behaviours on another day.</p> <p>Bylaw 25 has definitions of expressions used in the other Byelaws. If at any time you are unsure what is meant by a Byelaw, clarity in this area can sometimes be found by referring to other acts i.e. as with the intoxicated person it refers you to the Licensing Act 1964.</p>						


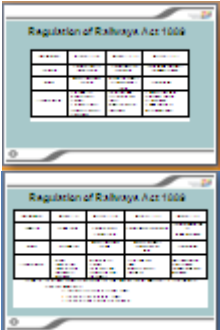
Time	Trainer Notes (Explanations, Questions, Answers, Tasks/ Aids)
	<p>Intent Breaching a Byelaw is a criminal offence. The main thing to remember when looking at Byelaws is what intent must be proved as we learn the Byelaws we must also look at what intent must be proved.</p> <p>What does “intent” mean in criminal law? The state of someone’s mind at the time of committing an offence.</p> <p><i>The Latin term “actus non facit reum nisi mens sit rea”, which means that “the act does not make a person guilty unless the mind is also guilty”.</i></p> <p>In criminal law, “mens rea” – the Latin term for “guilty mind” – is usually one of the necessary elements of a crime</p> <p>The prosecution must prove (beyond all reasonable doubt) that the defendant committed the offence and that the defendant also had the necessary state of mind for committing the offence (the mens rea).</p> <p>Task – 30 minutes Split the class into three groups, ask each group to look at Byelaws (20), (21) and (22). What do these byelaws mean?</p> <ol style="list-style-type: none"> 1. Give examples of how this offence could be broken. 2. You must pay particular attention to the intent that must be proved for breaking of this Byelaw.

Time	Trainer Notes (Explanations, Questions, Answers, Tasks/ Aids)
   	<p>Byelaw 20</p> <p>20(1) This states that no one may alter a ticket with the intent to defraud the company.</p> <ul style="list-style-type: none"> • Changing the date of a ticket or zone or photocard number etc. • The intent here is to defraud or prejudice • <p>20(2) No one may use an altered ticket.</p> <ul style="list-style-type: none"> • If you have changed it or someone else has changed it then it is a separate offence to use it. • The intent here is to defraud or prejudice <p>Byelaw 21</p> <p>21(1) This states that you are not allowed to buy or sell tickets on LU.</p> <ul style="list-style-type: none"> • If you give someone money for a ticket you are breaking this Byelaw. • The intent here is immaterial, just sell or buy <p>21 (2) You are not allowed to transfer or receive tickets for the purpose of travelling.</p> <ul style="list-style-type: none"> • If you give away a ticket to someone for travelling you are breaking this Byelaw. • The intent here is to allow another to travel. <p>21(3) You cannot use any ticket which has been sold or transferred.</p> <ul style="list-style-type: none"> • If you willingly use a ticket that you have bought or that has been transferred then you are breaking this Byelaw. • The intent here is matched with the Byelaw broken. <p>The first thing to understand here is that the Byelaw in 21 starts with - Subject to Byelaw 21(4). This means with the exception of 21(4).</p> <p>21(4) This states you can buy or sell tickets if you are an authorised person.</p> <ul style="list-style-type: none"> • This exempts you from all parts of this Byelaw.

Time	Trainer Notes (Explanations, Questions, Answers, Tasks/ Aids)
	<ul style="list-style-type: none"> It means you can sell or transfer tickets if you're authorised to. <p>Bylaw 22 22(1) This Byelaw states that you cannot buy a ticket on behalf of another person allowing them to not pay their fare.</p> <ul style="list-style-type: none"> The intent here is allowing another to travel. This Byelaw prevents a person from buying a ticket on behalf of someone else. <p>The difference between this Byelaw and the transferring of a ticket is that in Byelaw 21 you must have a transfer and the party receiving knows that they are receiving. This bylaw covers when an innocent party is involved. When questioning, if it is established that the person was bought a ticket and did not know about the fraudulent travel this allows you to report the person who bought the ticket.</p> <p>22(2) covers someone showing a ticket on behalf of the innocent party.</p> <ul style="list-style-type: none"> The intent here is allowing another to travel. The principles of this are the same as 22(1).
	LUNCH
<p>Byelaw offence case studies</p> 	<p>Task Give groups a case study each from the case study folder and ask delegates to work in their groups to identify the Byelaws used.</p> <p>When filling out the sheets delegates should get in to the habit of listing offences as shown, name of person first, Statute or Byelaw covered, offence that took place and intent that was proved. Talk through the list on the slide.</p> <p>Discuss with delegates the outcomes of their task providing feedback from the trainer's case study book.</p>

Time	Trainer Notes (Explanations, Questions, Answers, Tasks/ Aids)
	Break
  	<p>The Regulation of Railways Act 1889 is a tried and tested piece of legislation, which was used to amend the then existing Regulation of Railways Acts. Section 5 deals with various types of ticket irregularities. But the act covers many other areas like signalling. The RRA sets out all areas of railway law but many areas are now superseded by other pieces of modern legislation.</p> <p>Section 5(1)</p> <ul style="list-style-type: none"> <i>"Every passenger by railway shall, on request by an officer or servant of a railway company, either produce, and if so requested deliver up, a ticket showing that his fare is paid, or pay his fare from the place where he started, or give the officer or servant his name and address; and in case of default shall be liable on summary conviction to a fine not exceeding (£100)".</i> <p>In other words:</p> <ol style="list-style-type: none"> 1. Produce or deliver up a valid ticket; 2. Pay the appropriate fare; 3. Give their name and address. <p>In section 5(1) of the Regulations of Railways Act the offence of 3 fails allows an officer of the company the powers of arrest under section 5(2). 5(1) states what the fails are and 5(2) states that an officer of the company can arrest someone.</p> <p>LU's position on arrest is? Don't do it Members of staff are told not to use the power of arrest unless absolutely necessary and only if the advice of the BTP has been sought.</p> <p>It is noticeable that neither of these sub-sections is concerned with any intent by the passenger to avoid</p>

Time	Trainer Notes (Explanations, Questions, Answers, Tasks/ Aids)
  	<p>payment of his fare or to defraud the railway. The objective of these sub-sections is simply to ensure that any person who has been accepted as a passenger on a train can be made amenable to civil proceedings for recovery of his fare.</p> <p>Section 5(3) - deals with the incident where an intention to avoid payment of the fare is reasonably suspected, and is split into three parts, which read as follows:</p> <p>If any person-</p> <ol style="list-style-type: none"> travels or attempts to travel on a railway without having previously paid his fare, and with intent to avoid payment thereof; or <p><i>Passenger travels or attempts to travel, without previously paying the fare, with intent to avoid payment.</i></p> <ol style="list-style-type: none"> having paid his fare for a certain distance, knowingly and wilfully proceeds by train beyond that distance without previously paying the additional fare for the additional distance, and with intent to avoid payment thereof; or <p><i>Passenger having paid for a certain distance knowingly and wilfully, travels beyond that point with intent to avoid payment.</i></p> <ol style="list-style-type: none"> having failed to pay his fare, gives in reply to a request by an officer of a railway company a false name or address; he shall be liable on summary conviction to a fine not exceeding (£400) or, in the discretion of the court to imprisonment for a term not exceeding three months". <p><i>Passenger failed to pay fare, gives false name or address,</i></p> <p>NOTE 1- failure to give name and address would be considered as two offences.</p> <p>NOTE 2- amounts shown in brackets are liable to change from time to time.</p>

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 	<p>Task</p> <p>Give groups a case study each from the case study folder and ask delegates to work in their groups to identify the RRA & Byelaws used.</p> <p>When filling out the sheets delegates should get in to the habit of listing offences as shown, name of person first, Statute or Byelaw covered, offence that took place and intent that was proved. Talk through the list on the slide.</p> <p>Discuss with delegates the outcomes of their task providing feedback from the trainer's case study book.</p>
16:00	<p>End of Day 5</p> <ul style="list-style-type: none"> Delegates to read the law books