

## **PRIVATE HIRE OPERATOR'S GENERAL CONDITIONS**

A Private Hire Operator's Licence is issued on condition that the Operator fully understands and accepts the conditions and penalty point scheme as set out below.

### **INTERPRETATION:**

In these conditions:-

- (a) "the Council" means Bath & North East Somerset Council.
- (b) "Authorised Officer" means any Officer of the Council authorised in writing by the Council for the purposes of the Local Government (Miscellaneous Provisions) Act 1976.
- (c) "Operate" means in the course of business to make provision for the invitation and or acceptance of bookings for a Private Hire vehicle.

### **THE LICENCE:**

The Private Hire Operator's Licence is granted to the person named on the application form, and allows the Licensee to make provision for the invitation and acceptance of bookings for Private Hire vehicles at the premise's address specified on the Licence application form.

Operator's Licences shall not be transferable between premises. Any change of premises will require a new Licence which must be applied for prior to the change of premises.

It is an offence to operate from any premises other than that specified on the Operator's Licence.

### **FIT AND PROPER PERSON:**

Before the Council will grant a Private Hire Operator's Licence, they must be satisfied that the applicant is fit and proper. All applicants will be required to submit to the Council such information as is considered necessary to enable them to determine whether or not a Licence should be granted.

### **CRIMINAL RECORDS DISCLOSURE:**

A Standard Disclosure & Barring Services Check will be required on first application for an Operator's licence and subsequently on all future application to renew the licence.

A Certificate of Good Conduct will be required for applicants who have not been resident in the UK for the previous 10 years. The applicant should obtain this from the appropriate Embassy or Legation, and a certified translation will be required if it is not provided in English.

### **INSURANCE:**

The Licensed Operator shall at all times have in force a current public and employees' liability insurance policy. The current certificate of insurance shall be displayed on the premises at all times and a copy of the certificate of insurance shall also be sent to the Licensing Authority annually on renewal.

**RECORDS:**

Under Section 56(2) of the Local Government (Miscellaneous Provisions) Act 1976, Private Hire Operator's are required to keep a record giving particulars of every booking of any Private Hire vehicle invited or accepted by the Operator before the commencement of each journey.

Such record shall be kept either in a ledger with consecutively numbered pages, or on a computer database/spreadsheet in an identifiable format. All such records shall be produced on request at all reasonable times for inspection by an Authorised Officer of the Council or a Police Officer.

Where records of bookings are stored electronically, the Operator shall ensure that such data is collected, stored and disposed of in accordance with the Data Protection Act 1998.

**BOOKINGS:**

The booking record shall contain the following details:-

- (a) the name of the driver
- (b) the date and time of the booking
- (c) the name of the hirer
- (d) the method of booking (eg by telephone, in person etc)
- (e) time of pick up
- (f) point of pick up
- (g) destination
- (h) details of vehicle allocated for booking
- (i) remarks (including details of any sub-contract).

**SUB-CONTRACTING:**

An Operator accepting a booking remains liable for that booking, even if they sub-contract to another Operator.

**VEHICLE RECORD:**

The Operator shall maintain a record of all vehicles used in connection with the Operator's business.

The vehicle record shall contain the following details:-

- (a) name of proprietor
- (b) registration number
- (c) plate number
- (d) any radio call sign used
- (e) date of expiry of Private Hire vehicle Licence

**DRIVER'S RECORD:**

The Operator shall maintain a record of all driver's undertaking Private Hire bookings.

The driver's record shall contain the following details:-

- (a) driver's full name
- (b) driver's current full address
- (c) driver's badge number
- (d) expiry date of Private Hire driver's Licence

**RECORDS TO BE KEPT FOR 12 MONTHS:**

All records shall be kept for a period of not less than 12 months following the date of the last entry.

**INSPECTION OF RECORDS:**

Records shall be available for inspection by an Authorised Officer of the Council or any Police Officer at the licensed premises at all reasonable times on request without notice. Records will be produced to the Council in an acceptable format consistent with the above in written or electronic format, promptly when requested by an Authorised Officer. Records should be produced without any redaction or alteration.

**SERVICE STANDARD**

The Operator shall provide a prompt, efficient and reliable service to members of the public at all reasonable times in particular the Operator shall ensure that: -

- (a) each vehicle shall attend punctually at the appointed time and place unless delayed or prevented by sufficient cause;
- (b) any premises to which the public has access are kept clean, adequately heated, ventilated and lit;
- (c) any waiting area provided by the Operator has adequate seating facilities
- (d) any telephone facilities and radio equipment are maintained in a sound condition and any defects repaired promptly;
- (e) any radio equipment provided by the Operator is licensed by the Home Office. The Operator shall produce this Licence to the Council on request.
- (f) The Operator shall be responsible for the conduct and actions of office staff employed or working on behalf of the Operator.

**COMPLAINTS**

The Operator shall keep a record of complaints received. The record shall contain:

- (a) Date of complaint.
- (b) Name of complainant
- (c) Form of complaint (letter, telephone)

- (d) Nature of complaint (summary of complaint)
- (e) Vehicle and driver Licence numbers
- (f) Action taken by Operator

Complaints received regarding service standards should be dealt with and resolved by the Operator in a professional manner. Where complaints are received alleging **discrimination** or violent, dishonest or sexual misconduct then the complainant shall be referred to the Council and/or the Police.

Failure to refer such complaints to the Council and/or the Police as soon as reasonably practicable and in any event within 24 hours without reasonable excuse will be considered a serious breach and may result in the licence being referred to the Licensing Sub-Committee for consideration of whether or not the Operator remains fit and proper.

### **CONVICTIONS, FORMAL CAUTIONS AND FIXED PENALTY NOTICES**

Should the Operator receive any conviction, caution or Fixed Penalty Notice during the period of the Licence the Licensee shall within 7 days give the Council written notice of the conviction, formal caution or Fixed Penalty Notice. This includes any motoring offences.

If the Operator is a limited company, the Operator shall in writing, within seven days, give to the Council the details on any conviction, formal caution or Fixed Penalty Notice imposed on the company or any director thereof during the period of the Licence.

If the Operator is a partnership, the Operator shall in writing, within seven days, give to the Council the details on any conviction, formal caution or Fixed Penalty Notice imposed on the partnership or any partner thereof during the period of the Licence.

### **PLANNING PERMISSION/LANDLORDS CONSENT**

The grant of an Operator's Licence does not permit the use of premises as a Private Hire Operator's base in the absence of planning permission or any other necessary consent. Operators shall ensure that all necessary permissions and consents have been obtained for the premises from which they operate.

### **NUISANCE**

The Operator shall not cause or allow to be caused any nuisance or annoyance to the owners or occupiers of nearby premises, by the conduct of the business to which this Licence relates. This includes, but is not limited to multiple vehicles being parked in residential areas, vehicles leaving and returning to premises at unsociable hours and vehicles being maintained or serviced.

### **PRIVATE HIRE OPERATOR LIVERIES & DOOR SIGNS**

Company liveries will be permitted provided that the only lettering displayed on the vehicle is the name, telephone number and website address of the Private Hire Company. No other wording is permitted. The words "TAXI" and "CABS" are prohibited from use as part of a livery on a Private

Hire vehicle.

Applications for company liveries must be submitted in writing to the Licensing Team and the design must be authorised by the Licensing Team before the livery is used. Any liveries which are considered unacceptable by the Licensing Team will be referred to the Licensing Sub Committee for determination.

Liveries are not permitted on any of the vehicles side, front or rear windows.

No reflective materials should be used in the lettering, graphics or background materials.

The name of the operating company and telephone number is permitted to be displayed on the windscreen of the vehicle. Such a sign must be of the "sunvisor" type, and must not exceed 330mm x 228mm (13in x 9in).

At all times when available for hire Private Hire vehicles must display the name of the Private Hire Operator they are working for. In the absence of a full vehicle livery then magnetic door signs displaying the name and telephone number of the Operator must be displayed.

### **LOST PROPERTY**

Any procedure or protocol for dealing with property left in a licensed vehicle must be approved by the Council and permission must be obtained in writing. Such procedures or protocols must clearly state retention times and methods of disposal of any unclaimed property.

### **PENALTY POINT SCHEME**

Breach of any of these conditions may be enforced by the Penalty Point system as shown on the attached table.

### **SUSPENSION, REVOCATION OR REFUSAL TO RENEW LICENCE**

The Council may suspend, revoke or refuse to renew an operator's licence on any of the following grounds: -

- (a) if the Operator is convicted of an offence under or otherwise fails to comply with any of the provisions of Part II of the Local Government (Miscellaneous Provisions) Act 1976;
- (b) if the Operator has been convicted of an offence involving dishonesty, indecency or violence;
- (c) any other reasonable cause.

This is not an exhaustive list but examples of any other reasonable cause may include formal cautions, fixed penalty notices and matters where a Licence holder has been charged with an offence which has yet to be concluded.

### **LICENSEE'S DUTY TOWARDS AUTHORISED OFFICERS**

Any person who:

- (a) wilfully obstructs an Authorised Officer or constable acting, in pursuance of Part II of the Local Government (Miscellaneous Provisions) Act 1976,
- (b) without reasonable excuse fails to comply with any of the requirements properly made to him by an Authorised Officer or constable under Part II of the Local Government (Miscellaneous Provisions) Act 1976
- (c) without reasonable cause fails to give an Authorised Officer or constable any other assistance or information which he may require for the performance of his functions under Part II of the Local Government (Miscellaneous Provisions) Act 1976

shall be guilty of an offence.

The Council reserves the right to waive any requirements of these conditions.

The Council reserves the right to amend or add to any of these conditions on notice to the licensees.

December 2018

**Penalty Points System Relating to Private Hire Operator's Conditions**

| <b>Cause</b>  | <b>Points</b> |
|---|---------------|
| Failing to produce or allow inspection of any records register      | 6             |
| Failing to keep records of bookings in the prescribed form          | 4             |
| Failing to keep vehicle records                                     | 4             |
| Failing to keep driver records                                      | 4             |
| Failing to notify any conviction/formal caution/fixed penalty       | 3             |
| Failing to keep public part of premises clean, tidy and comfortable | 3             |
| Breach of any condition not specified above                         | 1 - 4         |

Where 12 or more points are issued to an Operator within any period of 1 year, a report will be submitted to the relevant Licensing Sub- Committee who may following a hearing suspend, revoke or refusal to renew such a Licence.

**I, the undersigned certify that the conditions and penalty points scheme have been fully explained to me and that I fully understand them. I further certify that I agree to abide by and be bound by the conditions and penalty point scheme set out above.**

**Signed .....**

**Full Name.....**

**Date .....**

**Witness signed .....**

**Full Name.....**

**Date .....**