



Appendix I

Private Hire Operators Conditions of Licence

LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1976

These conditions are to be read in conjunction with the appropriate provisions of the Local Government (Miscellaneous Provisions) Act 1976, Part II & the Council's Enforcement Intervention Scheme.

1. Records

The operator under this section shall keep records of all private hire and hackney carriage bookings in a suitable book or a software package; the pages of the book must be numbered and the operator shall make sure that all bookings are entered before the commencement of each journey.

The following particulars of every booking of a private hire vehicle invited or accepted by him:

- (a) the time and date of the booking;
- (b) contact number for the customer;
- (c) the name and address of the hirer;
- (d) how the booking was made (i.e. by telephone, in person etc);
- (e) the time of pick- up;
- (f) the point of pick up;
- (g) the destination;
- (h) the time at which the driver was allocated the booking;
- (i) the registration number of the vehicle allocated for the booking;
- (j) remarks (including details of any sub-contract);
- (k) the name of the Driver allocated to each booking taken;
- (l) If a journey is sub contracted to another operator the details must be recorded and include the operators details.

If a driver is referred to by a driver call sign, then an up to date record shall be kept identifying the full name of the driver using that call sign.

- (2) The operator shall keep a copy of any private hire vehicle licence and private hire drivers licences that are working for him/her.

Private hire operators shall keep a copy of any hackney carriage vehicle licence and hackney carriage drivers licences that are affiliated to the firm.

The operator shall keep a valid copy of the insurance certificate for drivers and vehicles.

- (3) All records kept by the operator shall be produced upon request to an authorised officer of the Council or Police Officer.
- (4) All records kept by the operator shall be kept for a period of 6 months following the date of the last entry.
- (5) The operator shall ensure that a full up to date list of drivers and vehicles working for the firm are completed and presented to the licensing team on a yearly basis and when requested by the licensing office.
- (6) Private hire operators must have a complaints procedure in place which can be audited and checked by the licensing authority
- (7) Private hire operators within the Borough of East Staffordshire shall only operate with vehicles and drivers licensed by East Staffordshire Borough Council and shall only operate from premises within the Borough boundary.

2. Standards of Service

The operator shall provide a prompt, efficient and reliable service to members of the public at all times and for this purpose shall in particular:

- (a) the operator shall make sure that the driver arrives at the appointed time and place agreed with the hirer, unless delayed or prevented by some unforeseeable cause.
- (b) the operator will make sure that any premises, which the operator provides and to which the public have access, whether for the purpose of booking or waiting are kept clean, tidy, adequately heated, ventilated and lit. All staff employed by a private hire operator should be deemed 'fit and proper'.

3. Lost Property

The operator shall keep a record book of particulars of any property accidentally left in a vehicle. Items found containing personal data should be reported to the issuing authority i.e., DVLA (Driving Licence), Home Office (Passport), Bank Card, (issuing bank), if you are unable to do this, you can then hand into the Police. Where items found, are **NOT** listed below, and the property is identifiable, it is your responsibility to make reasonable efforts to trace the owner.

There are certain items that you should not retain and claim under any circumstances, these include: drugs; firearms, weapons, ammunition; non UK passports; high value items; laptops and cameras; mobile phones; unidentifiable substances; or other items that may pose a danger or harm to others – please refer to guidance from Staffordshire Police.

4. Benefit of Licence

The operator shall not give or allow anyone else to use the licence issued to him/her by the Council.

5. Change of Circumstances

The operator shall notify the Council of any change of circumstances relating to the business including changes of vehicles and drivers operated by him/her.

6. Change of Address

The operator shall notify the Council in writing of any change to the details shown on the licence, within 7 days of the change-taking place.

7. Disclosure and Barring Service (DBS)

A renewal licence will be issued on the condition that there will be no adverse information revealed on the Disclosure that would render the applicant not 'fit and proper'.

If information is revealed on a Disclosure, the licence holder may be required to appear before the General Licensing Sub-Committee. Applicants and licence holders are requested to subscribe to the Disclosure and Barring Service Online Update Service. The Update Service can be used if an application is made for a renewal and there has been no changes. If no changes are recorded on the DBS update service check then a full DBS check will not be required. In all other cases a full Enhanced DBS check will be required before a licence will be renewed/issued. The applicant must provide consent for the Licensing Authority to undertake checks of their DBS status, failure to give consent may result in an application being refused. The Licensing Department will then carry out an online DBS Status Check on a Yearly basis (or as and when required) to be satisfied that the applicant/licence holder is fit and proper to hold a licence.

Where an applicant has, from the age of 10 years, spent more than six continuous months or more living outside the United Kingdom, evidence of a criminal record check from the country/countries covering the relevant period should be supplied.

8. Convictions

You must notify the Council IN WRITING within 7 days of being:

- bailed, arrested, cautioned, reprimanded, or are involved in an investigation, charged with or convicted of any criminal offence; and/or
- interviewed under caution at a Police Station for any offence which you are suspected of having committed.

Note: Please be aware that if you are convicted of a motoring offence at Court, this conviction may also be recorded with the Disclosure and Barring Service and be disclosed on a Certificate.

9. Production and Display of Licence

The operator holder shall at all time keep on public display at the premises from which he/she operates, a copy of the Licence.

If the public do not have access to the premises, the operator shall produce the licence issued to him/her by the Council, upon request by an authorised officer.

10. Absence

If the operator intends to be absent or will be unavailable for 7 days or more he/she must provide email/written communication to the licensing office providing details of when they go away and when they return and who is the responsible person in their absence. Exceptions to this rule will only be considered in exceptional circumstances.

11. Fares

The operator shall not allow any driver to demand from the hirer of a private hire vehicle, a fare that is more than that previously agreed with the hirer.

12. Insurance Requirements

The operator shall at all times have valid Employers' Liability (Compulsory Insurance) Act 1969 in place and Public Liability Insurance. A copy of both of these certificates shall be displayed on the premises where the public can view them.

13. Vehicles

Operators must make sure that all hackney carriages and private hire vehicles operated by you are fully insured for use as a hackney carriage or a private hire vehicle at all times and has a valid Certificate of Compliance and a valid licence in force.

14. Other Requirements

An operator cannot operate from any premises other from that stipulated on the licence.

Unless the appropriate planning permission for the premises has been granted, the Council will not amend a licence in order for the operation to commence at those premises.

15. Variation of Conditions

The Council may vary any or all of the conditions at any time after consultation with the trade.

16. Appeals

A licensee who is aggrieved by any of these conditions has a right of appeal to the Magistrates Court.