

## Private Hire Operator's Licence Conditions

These conditions are made under section 55(3) Part II of the Local Government (Miscellaneous Provisions) Act 1976.

The holder of a Private Hire ~~Vehicle~~ Operator's licence shall observe and carry out the requirements of the Local Government (Miscellaneous Provisions) Act 1976, Part II, and any orders or regulations made thereunder and the requirements of any other Act of Parliament or orders, regulations or byelaws made thereunder relating to the operation of the motor vehicles.

Any obligation in these conditions not to do any act or thing shall be deemed to include an obligation not to cause or permit that act or thing to be done.

Any reference to any statute or subordinate legislation shall be deemed to include a reference to any amendment or re-enactment.

### Interpretation

In these conditions

“**Assistance Dogs**” means as defined in Section 37A(92) of the Disability Discrimination Act 1995.

“**Authorised Officer**” means any officer of the Council authorised in writing by the Council for the purpose of these conditions.

“**Private Hire Vehicle**” means a motor vehicle constructed or adapted to seat fewer than nine passengers, other than a hackney carriage or public service vehicle, which is provided for hire with the services of a driver for the purpose of carrying passengers.

“**the Act**” means Local Government (Miscellaneous Provisions) Act 1976.

“**the Council**” means Winchester City Council.

“**the Driver**” means a person licensed to drive a hackney carriage and private hire vehicle under Section 51 of the Act.

“**the Operator**” means the person to whom the Council has granted the Private Hire Operator's Licence to which these conditions apply. In the case of a partnership these conditions apply to each of the partners and in the case of a company to each of the company directors.

**The Operator shall be familiar with the conditions and apply them at all times.**

1. Any vehicle employed or used by the Operator shall be licensed by Winchester City Council before it is used as a private hire vehicle.
2. Any premises at which the licence holder operates **must** be in the Winchester district and the address provided to the Council. If an operator does not have premises, all provision for inviting and the acceptance of bookings must be undertaken in the Winchester district and the operator shall provide evidential records to show this.
3. The Operator must ensure that a basic DBS certificate is provided to the Licensing Authority for each member of staff who will make the provision for bookings on their behalf, prior to their employment.

### Records to be kept by the Operator

4. The records required to be kept by the Operator under Section 56(2) and (3) of the Act shall be kept in a book, electronic file or other form approved by the Council, and produce on request to an Authorised Officer for examination.
5. The Operator shall record before the commencement of each journey, the following particulars of every booking of a private hire vehicle –invited and/or accepted:-
  - a) the name and pick up point of the hirer;
  - ~~a)~~ b) the pick up point;
  - ~~b)~~ c) the time and date of the booking;
  - d) the time and date of the pick up; ~~and~~
  - ~~e)~~ e) the registration number and call sign of the vehicle used;
  - ~~f)~~ f) the name and licence badge number of the Driver dispatched
  - g) how the booking was made (i.e. by telephone, personal call, etc);
  - h) the name of any individual that responded to the booking request;
  - ~~e)~~ i) the name of any individual that dispatched the vehicle
  - ~~f)~~ j) the destination;
  - ~~g)~~ k) fare quoted or to be charged by the meter and in either case to include call out or return fee
  - ~~h)~~ l) the exact location of where the acceptance of booking was taken (where the operator does not invite or accept bookings from a fixed premises)
6. The Operator shall keep copies of all hackney carriage and private hire driver and vehicle licences operated.
7. The Operator must inform the Council of the names and licence badge number of all drivers operated by them ~~him/her~~ within 7 days of the arrangement.
8. The Operator shall keep a record of all vehicles, their registration number and their call signs.
9. The Operator shall keep a register of names and addresses of all staff members responsible for taking bookings and/or dispatching vehicles. This register shall be kept for at least 12 months.

10. The Operator shall ensure that all staff members responsible for taking bookings and/or dispatching vehicles provide them with a basic Disclosure and Barring Service (DBS) certificate prior to the start of employment. The date on which this certificate was seen by the Operator must be recorded on the register of names specified in condition 9. Should the staff member cease to be on the register and later re-entered, a new basic Disclosure and Barring Service (DBS) certificate should be requested and sight of this recorded as above.

~~8.~~11. The Operator shall ensure that any employment contract, signed by a staff member responsible for taking bookings and/or dispatching vehicles, includes the requirement for that staff member to advise the Operator of any convictions while they are employed in this role.

~~9.~~12. The Operator shall keep a copy of the letter of exemption issued by the Council of all private hire vehicles that are exempt from displaying a licence plate.

~~10. The Operator shall keep all records for a period of at least 12 months following the date of the last entry.~~

13. If the telephone number of the operating company is diverted to a person outside of the operating premises at any time, that person must record all bookings as in ~~5~~ 3 above. These records must be added to the full record within 48 hours.

14. In the event that the Operator outsources booking and dispatch functions to another company or organisation, the Operator shall retain a copy of that company or organisation's policy on protecting children and vulnerable adults.

~~11.~~15. The Operator shall keep all records for a period of at least 12 months following the date of the last entry.

## **Standard of service**

~~12.~~16. The Operator shall provide a prompt, efficient and reliable service to the public at all reasonable times, in particular shall ensure that the hirer is aware of the fare for the journey, or whether it is to be metered and in either case to include any call out or return fee.

~~13.~~17. The Operator shall ensure that when a private hire vehicle has been booked the Driver attends at the appointed time and place punctually, unless delayed or prevented by sufficient cause.

~~14.~~18. Any premises to which the public have access, whether for the purpose of booking or waiting, the Operator shall keep clean, adequately heated, ventilated and lit premises which the Operator provides.

~~15.~~19. The Operator shall notify the customer if their booking is to be sub-contracted to another Private Hire Operator and provide the sub-contracted Operator's name and telephone number to the customer.

## Fares

~~16-20.~~ If a minimum fare is to be charged, the Operator shall ensure that each customer is informed at the time of booking. If no fare is quoted, the meter shall be used to calculate the fare and the Driver shall not demand more than the fare shown on the meter. The meter shall not be started until the customer is seated in the vehicle.

## Provisions regulating signs on vehicles

~~17-21.~~ The Operator shall ensure that any licensed private hire vehicle shall not display any advertisement that includes the words 'taxi', 'cab' or words of a similar meaning.

## Conduct of the Operator

~~18-22.~~ The Operator shall ~~immediately upon receipt~~ notify the Council in writing of any complaints ~~received~~ concerning the conduct of a driver or the cleanliness/condition of a vehicle ~~within 48 hours of receiving such a complaint.~~

~~23.~~ The Operator shall ensure that they comply with their own complaints procedure ~~(as required by the Policy)~~. Any changes to the complaints procedure must be provided in writing to the Licensing Authority within seven days ~~of such change~~.

~~24.~~ The Operator shall ensure that they produce a policy on employing ex-offenders in roles where taking bookings and/or dispatching vehicles are part of the role.

~~25.~~ The Operator shall ensure that they comply with their own policy on employing ex-offenders (as required by the Policy). Any changes to this policy must be provided in writing to the Licensing Authority within seven days of such change.

~~19-26.~~ Where the Licence Holder is a company or partnership, the Operator shall notify the Council in writing of any change of director or partner within seven days of such change.

~~20-27.~~ No Operator shall change the operating address without prior agreement in writing from the Council.

~~21-28.~~ The Operator shall notify the Council in writing of any change of operating address during the period of the licence within seven days of such change.

~~22-29.~~ The Operator shall provide details to the Council in writing within ~~48 hours seven days~~ of the date of any caution or conviction ~~he/she they~~ receives.

~~30.~~ The Operator may only sub-contract any accepted booking to another licensed private hire operator.

~~31.~~ The Operator must not carry out a booking by using a PCV licensed driver and a public service vehicle (PSV), such as a minibus, without the informed consent of the hirer.

23-32. Where a private hire vehicle is unsuitable for a booking, for example where a larger vehicle is needed for more than eight passengers or extra luggage, the Operator shall ensure that the hirer is informed that a public service vehicle (PSV) is necessary and that any PCV licensed driver will not have been subject to the same checks (i.e. enhanced DBS check) as a private hire driver.

24-33. The Operator shall not refuse any booking made for carrying wheelchair users without reasonable cause and shall ensure that each of these bookings is carried out.

25-34. The Operator shall not refuse any booking nor apply any additional charge for carrying Assistance Dogs without reasonable cause and shall ensure that each of these bookings is carried out.

## **Appeals**

26-35. The Operator may appeal against the imposition of any of these conditions.

27-36. The Operator/applicant may appeal against the refusal to grant or renew a licence, or the suspension or revocation of a licence.

28-37. Any appeal should be made to the Magistrates Court within 21 days of the refusal to grant or renew a licence, or the suspension or revocation of such a licence.