

## Private Hire Operator Licence Conditions

S.55(3) of the Act provides the Licensing Authority power to impose such conditions on an operator's licence, as it considers reasonably necessary. The standard conditions are set out below (additional conditions may be applied):

### **CONDITIONS RELATING TO OPERATOR'S LICENCE OF PRIVATE HIRE VEHICLES AND DRIVERS**

In this licence:

“the Council” or “Licensing Authority” means Barrow Borough Council.

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

“the Operator” means the person(s) licensed under section 55 of the Local Government (Miscellaneous Provisions) Act 1976.

“Authorised Officer” means any officer of the Council for the purposes of this Part of the Act.

#### **1. Operator Licence**

- 1.1. This licence shall continue in force for a period of 5 years from the date of issue unless otherwise stated, it is the responsibility of the licence holder to renew the licence. Failure to renew the licence before the expiry date will result in the operator needing to complete a new application.
- 1.2. The Operator is responsible for all persons that they employ, contract or use in the course of their business. To that end, the operator must undertake sufficient checks to satisfy themselves that only suitable drivers, booking agents / telephone operators are used (and continue to be used) in the course of their business. The failure of the Operator to ensure that appropriate checks are carried out may call into question the Operator's fitness and propriety. In addition, a failure to take appropriate action in relation to drivers that persistently breach licence conditions may also be detrimental to the continued fitness and propriety of the Operator.
- 1.3. The Operator licence is not transferable and the person to whom it is issued must display it in a prominent position at each business premises recorded on the licence at all times during the currency of the licence, so as to be on view to members of the public, except on such occasions as the licence is presented to the Council for amendment or if it is required to be produced for inspection by an Authorised Officer of the Council or a Police Officer.
- 1.4. A separate licence will be issued in respect of each approved secondary booking office, if any.
- 1.5. Application must be made in writing in relation to any intended change of business premises and approval obtained before being so used.

- 1.6. The Operator must notify the Council in writing of any change in partnership, directorship, ownership, management or control of the business within 48 hours of any change occurring.
- 1.7. The Operator must notify the Council in writing within 7 days of any other material change affecting the licence during its validity.
- 1.8. The Operator must not at any time operate more private hire vehicles than are specified on his/her licence without the prior consent of the council and by applying to increase the number of vehicles allowed to be operated on his/her licence.
- 1.9. The Operator must inform the Council if they are going to be absent from the day to day running of the business for a period of 2 consecutive months. In doing this, the Operator must give the name of the person that will be responsible for the running of the business on their behalf.
- 1.10. The Operator(s) must conduct their business in accordance with all relevant statutory provisions. This includes health, safety and welfare legislation, environmental legislation and equalities legislation.
- 1.11. The Operator(s) will be required to obtain a basic Disclosure and Barring Service certificate directly from the DBS, the costs of which are to be met by the applicant, on initial applications and upon renewal. The certificate must be dated within 1 calendar month of the application being made to the Licensing Authority.
- 1.12. The Operator must provide the Council with all tariffs (if different from the approved Table of Fares for Hackney Carriages) they operate where a meter is used.
- 1.13. The Operator must keep a register of all staff who take bookings or dispatch vehicles.

## 2. **Standards of Service**

The Operator shall:

- 2.1. Provide a prompt, efficient and reliable service to members of the public at all reasonable times;
- 2.2. Ensure that office staff behave in a civil and orderly manner at all times;
- 2.3. ;  
The Operator must require all staff listed on their register, including office staff, booking agents, telephone operators any other person who has access to passengers personal information to provide a basic DBS upon commencing their employment and this is compatible with their policy on employing ex-offenders;
- 2.4. Ensure that when a vehicle has been hired, it arrives punctually at the appointed place, unless delayed by unforeseen circumstances;
- 2.5. Where any property is left by a customer in the business premises, or in any vehicle used for any hiring, it should be returned to the Operator's base. The Operator must endeavour to arrange to return such property to its rightful owner, failing which it must be dealt with in accordance with legal requirements.

- 2.6. The Operator shall have a Complaints Policy clearly detailing how they will deal with complaints about the service and/or a driver/vehicle, which must be made available upon request.
- 2.7. The Operator must share all complaints received about vehicles and/or drivers with the Licensing Authority on a weekly basis.

### **3. Business Premises**

- 3.1. The Operator must only conduct business from the office at the address specified on the licence. Any operator wishing to conduct business from any additional address(es) (e.g. secondary booking offices) must make application in writing to the Council's Licensing Department and await approval before making use of any additional premises, in addition to any other consents required. The Council reserves the right for an Authorised Officer to inspect all such premises for suitability and compliance with the requirements of these Conditions.
- 3.2. The Operator must not cause or permit the business premises to be used by any other person(s) for any other purpose than that connected with the conduct or operation of the private hire business. This condition will not apply if the business premises is the residential address of the Operator.
- 3.3. The Operator must not conduct his business, nor employ or utilise any person to conduct his business in any premises, the use of which have not been approved by the Council.
- 3.4. The Operator must provide at the business premises an area to which the public have access for the purpose of making a booking for the services of a licensed private hire vehicle, and for the purpose of awaiting the arrival of such vehicle subsequent to any booking. This condition will not apply if the business premises is the residential address of the licensed operator or bookings are made via a mobile app.
- 3.5. If the Operator employs any other person to work at the business premises, the premises must be kept clean, adequately lit, heated and ventilated and must conform to all other legal requirements including the legal requirement that no smoking be allowed on the premises under the requirements of the Health Act 2006; the requirements of the Regulatory Reform (Fire Safety) Order 2005 which requires that a fire safety risk assessment is in place at the premises and Health and Safety at Work Regulations.

### **4. Records**

- 4.1. The Operator must keep an accurate record of every booking of a private hire vehicle or hackney carriage accepted by him/her. The loss of records by theft or otherwise must be reported to the Council in writing within 24 hours, and also immediately to the police in the event of theft being suspected. Separate records must be kept at each premises from which the Operator conducts business. The records must be kept at all times at the business premises and not removed.
- 4.2. All records must be in English.

- 4.3. All records shall be in legible form and kept for at least 12 months following the date of the last entry and shall be capable of being produced for inspection on request, by any Authorised Officer or Police Officer.
- 4.4. The records of bookings must be maintained and kept up to date at all times and must be made available for inspection at all reasonable times without notice by any duly Authorised Officer of the Council or any Police Officer. Such Officers must be permitted to photograph and / or remove such records howsoever kept from the premises is so required.
- 4.5. Records must be kept in one of the following forms:-
- (i) a bound book with consecutively numbered pages (loose leaf registers are not acceptable); or
  - (ii) on continuous stationery which has been generated in the form of an instantaneous print out by a computerised system. The Operator must ensure that adequate supplies of continuous stationery and ink cartridges are maintained and that the printer is appropriately replenished to ensure that at all times full and legible booking details are printed; or
  - (iii) a computerised recording system which automatically generates a permanent entry onto a recordable CD or DVD at the same time the booking is entered onto the system. Satisfactory certification from the program supplier/installers must be produced to the Council before using any such system for the recording of bookings required by law to be maintained. Such certification must confirm that the system stored or recorded is tamperproof; and once, inputted cannot be altered, amended, deleted or added to in any way. Any change to the recording system must only be by way of prior written agreement from the Council.
  - (iv) The removable CD/DVD must be changed on the first day of every month and kept in a secure place at the premises for production on demand by an Authorised Officer or Police Officer. Where any bookings are sub contracted either by the operator to another licensed operator or are accepted by the operator from another operator a full record of the booking (in line with 5a above) and notes must be included; including the name of the sub-contractor and contact information).
  - (v) No alterations to records may be made – any amendment must be made to the original record by way of an addition.
  - (vi) Entries in the bound book, or on the digital copy generated by a computerised system, must cover a 24 hour period and must contain information in relation to only one private hire firm and no details in connection with the bookings of other private hire firms. The Operator must ensure that any booking clerk involved is competent in the recording of bookings and operating the system used.
  - (vii) The Operator must ensure that any personal information obtained during the course of their business is stored securely, and only retained for as long as is absolutely necessary. Access to this information must be restricted to only those persons who will use it for the purpose for which it has been collected.

(viii) Personal information must not be used for any other purpose other than that for which it was collected without the express permission of the individual to which the information relates.

For example, telephone numbers provided by customers so that they can be alerted/updated by SMS text message with regard to a booking they have made must only be used for this purpose. The information must not be retained by the Operator after the text message has been sent, and / or used for any other purpose (such as unsolicited marketing calls).

(ix) The Operator must keep records of the particulars of all private hire vehicles and drivers operated by him/her. Such records must include details of the owners, registration numbers and drivers of such vehicles, together with any radio communications equipment fitted.

4.6. The Operator must keep these records for a period of two years from the date on which the driver first commenced driving for the Operator.

## 5. Bookings

5.1. At the time the booking is taken the Operator shall enter the following particulars of every booking in the above records:

- (i) the date and time of the booking, any subsequent cancellation and the signature (or in the case of a computer system, the identity) of the person taking the booking;
- (ii) the name of any individual that responded to the booking request
- (iii) the name of the hirer;
- (iv) the time and date of pick-up;
- (v) the address of the point of pick-up;
- (vi) the destination;
- (vii) any fare quoted at the time of booking;
- (viii) the plate number of the vehicle allocated;
- (ix) the badge number (or other identification) of the driver allocated; and
- (x) the details of any booking sub contracted to another licensed operator or hackney carriage in the district.
- (xi) the name of any individual that dispatched the vehicle;
- (xii) the Driver name;
- (xiii) Only licensed private hire vehicles and licensed private hire drivers be used for bookings involving less than nine persons unless expressly requested by the hirer.

5.2. The Operator must not fail or refuse to accept a booking by or on behalf of a disabled person accompanied by an 'assistance dog' when the reason for failure or refusal is that the disabled person will be accompanied by the 'assistance dog'.

5.3. The Operator must not accept any booking for a particular private hire vehicle/hackney carriage which would require that vehicle to carry more passengers that is licensed to carry.

## 6. Vehicles

- 6.1. The operator shall keep a copy of licences issued by the Authority, for private hire vehicles it operates.
- 6.2. The licence holder shall withdraw from operation any vehicle which the private hire/hackney carriage vehicle licence is for any reason withdrawn; suspended or not renewed.
- 6.3. The Operator must not operate a private hire vehicle/hackney carriage without the driver thereof being licensed by the Council. The Operator must personally examine the drivers' licences issued by the Council and satisfy himself / herself as to their validity.
- 6.4. The operator must not cause or permit the private hire vehicle licence plate or any notices that are required to be displayed on the inside or outside of a private hire vehicle to be:-
  - (i) Concealed from public view
  - (ii) Defaced
  - (iii) Disfigured
- 6.5. The Operator must also ensure that the licence plate and notices are always legible and displayed in accordance with the conditions of the private hire vehicle licence.

## **7. Drivers**

- 7.1. The operator shall keep a copy of licences issued by the Authority, for drivers it operates.
- 7.2. The operator shall keep records of driver call signs; date of when a new driver begins service; and date when a driver ceases service.
- 7.3. If the operator becomes aware that any driver is suffering from any illness, disability or condition which may affect the driver's ability to drive then they shall inform the Authority immediately.
- 7.4. The licence holder shall not employ or dispatch any job to a driver who has allowed their private hire/hackney carriage driver's licence to expire, or had their licence suspended or revoked by the Licensing Authority.
- 7.5. The use of a driver who holds a PCV licence and the use of a public service vehicle (PSV) such as a minibus to undertake a private hire vehicle booking is not permitted.

## **8. Change of Address**

- 8.1. The operator shall notify the Authority in writing of any change affecting this licence, including change of address, whether permanent or temporary, (including any address from which he operates or otherwise conducts his business), which takes place during the currency of the licence. Such notice shall be given within 48 hours of the change to the Licensing Section.

## **9. Disclosure of Convictions**

9.1. The Operator shall, within 48 hours notify the Council in writing of any conviction caution, warning, reprimand or arrest (whether or not charged) or fixed penalty notice imposed on him during the currency of his/her operators licence. If the operator is a company or partnership, this requirement shall apply if any of the directors, secretary or partners receive a conviction or fixed penalty notice.

## **10. Insurance**

10.1. The operator shall ensure that a certificate of motor insurance covers every private hire vehicle operated under the licence, which is compliant with The Road Traffic Act 1988 as regards the carriage of passengers for hire or reward.

10.2. If the Operator has premises to which the public have access in connection with the hiring of vehicles, he shall ensure that there is public liability insurance in force, which indemnifies him against any claim for loss, damage or personal injury by any person using those premises.

10.3. A valid certificate of employers' liability insurance; (if the applicant is employing staff)

## **11. Service of Notices**

11.1. Any notice required to be served by the Council under this licence or under any of the provisions of the Act, shall be deemed to have been properly served, if sent by them by post or left at the last known address of the premises from which the licence operates.

## **12. Display of Terms and Conditions**

12.1. The Operator shall keep a copy of these conditions at all premises used for a private hire business and shall make the same available for inspection by customers and on request by Authorised Officers and Police officers.