

Private Hire Operator Conditions

Local Government (Miscellaneous Provisions) Act 1976



1. Applications

- a) Every application shall be made on a form supplied by the Licensing Authority and include the information and declarations required by the form and be accompanied by the appropriate prescribed fee.
- b) The licence shall be granted for a period determined by the Authority.

2. Conditions

- a) Every licence granted shall be subject to conditions set out in the following provisions.
- b) In respect of any operating centre specified in the licence which is accessible to members of the public, the Operator shall maintain in force a policy of insurance against liability risks.

3. The Operator shall if required to do so by a person making a private hire booking:

- a) agree the fare for the journey booked, or
- b) provide an estimate of that fare.

4. If, during the duration of the licence, any conviction is recorded

- a) where the Operator is an individual, against him
- b) where the Operator is a firm, against any partner in the firm

the Operator shall within fourteen days of the date of the conviction give the Licensing Authority such details and the circumstances of the case.

5. Where the Operator provides a vehicle fitted with a taxi meter for the purposes of carrying out a private hire booking any fare payable in respect of the booking shall be calculated as if the vehicle was a private hire vehicle unless the fare shown on the taxi meter is less.

6. No more than two vehicles shall be kept at the Operator's private home address on the public highway.

7. Records

An Operator at the operating centre specified in the licence shall keep records of the private hire bookings accepted by him there:

- a) in writing, or
- b) in such other form that the information contained in it can easily be reduced to writing.

8. Private Hire Bookings

Before the commencement of each journey booked at an operating centre specified in his licence an Operator shall enter the following particulars of the booking in a record which shall include the following details:

- a) the date on which the booking is made;
- b) date of proposed journey;
- c) name of the person for whom the booking is made;
- d) agreed time and place of collection;
- e) main destination of booking;
- f) any fare or estimated fare quoted;
- g) name of the driver carrying out the booking;
- h) name of other Operator if booking has been sub-contracted;
- i) registration number or plate number of vehicle to be used.

9. Private Hire Vehicles

The Operator shall keep at the operating centre a record of each private hire vehicle, including make, model, colour, registration mark, name and address of registered keeper, copy of current MOT certificate and copy of current certificate of insurance.

10. Private Hire Drivers

The Operator shall keep at the operating centre a record of all licensed drivers including full name, address and date of birth, photocopy of his DVLA driving licence and photograph, together with date first employed.

11. Presentation of Records

- a) Each private hire booking record shall be kept for six months whether in writing, tape recorded or computer record from the date on which the booking was accepted.
- b) Driver and vehicle records shall be kept for twelve months from the date the driver was last employed or vehicle last used.
- c) Each item of lost property record and each complaint record shall be kept for six months.
- d) All complaints shall be notified to the Council in writing within seven days.

12. Standard of Services

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

- a) ensure that when a private hire vehicle has been hired to be in attendance at an appointed time and place, that the vehicle shall, unless delayed or prevented by sufficient cause, punctually attend at that appointed time and place;
- b) ensure that the premises are kept clean, adequately heated, ventilated and properly lit where the public have access for the purposes of booking or waiting and provide sufficient seating;
- c) ensure that all telephone facilities and radio equipment shall be maintained in proper working order.

13. Change of Particulars

The Operator shall notify the Council in writing of any change in particulars supplied in the Operator's application including address, partnership etc within seven days of such change taking place.

14. Suspension/Revocation/Non-Renewal of Operator's Licence

The Council shall have power to suspend, revoke or refuse to renew any Operator's licence for any reasonable cause including:

- a) any offence or non-compliance with the provisions of Part II of the Local Government (Miscellaneous Provisions) Act 1976;
- b) any conduct on the part of the Operator which appears to the Council to render him unfit to hold an Operator's licence;
- c) where there has been a material change in the circumstances of the Operator on the basis of which the licence was granted.

15. Change of Conditions

After due consultation, the Council may at any time add, delete or alter any of the foregoing conditions and, upon notice of them having been served upon the owner, such additions, deletions or alterations shall, as from the date stated in such notice, be deemed to be incorporated in these conditions.

Any notice required to be served by the Council under Paragraph 15 or under any legislative provision shall be deemed to have been properly served if sent by them by prepaid post to, or left at, the last known address of the driver.

16. Production of Records

The licence and any book, record or register requested to be kept under the terms of the licence shall be produced on request to any authorised officer of the Council and to any Police constable for inspection.

- 17.** The Operator shall report to the Council as soon as practicable any document or accident to the vehicle causing damage in which any vehicle is involved.

These conditions are effective from 1 September 2002.