

## Appendix F

### **Private Hire Operator Conditions of Licence**

#### **Conditions attached to Private Hire Operators Licence pursuant to Section 55 of the Local Government (Miscellaneous Provisions) Act 1976 – Part II**

##### Notification of Information to the Licensing Authority

1. If the Operator makes any changes to their name (including trading name), address, telephone number, email address or customer booking app, they must notify the Licensing Authority of the change within 48 hours.
2. If the Operator is a limited company or partnership, any change of partners, directors, registered office address or intention to dissolve must be notified to the Licensing Authority within 48 hours.
3. If the Operator is a limited company or partnership and it is proposed that a new director or partner joins, the new director or partner must provide a basic DBS certificate dated within the last three months to the Licensing Authority for consideration prior to them being appointed or joining the partnership.
4. If the named operator, directors or partners change their name, they must notify the Licensing Authority of the change within 48 hours and apply for a new DBS certificate declaring their current name and all previous names.
5. The named operator must provide a basic DBS certificate to the Licensing Authority every 12 months. The certificate must be dated within the last 3 months. If the Operator is a company or partnership, a certificate must be provided for each director and partner.
6. The Operator must notify the Licensing Authority within 48 hours of any:
  - a) Arrest, police investigation, charge, bail conditions, bail extension, summons, convictions (including foreign convictions), caution, warning, voluntary interview or interview under caution, child abduction warning notice, domestic violence prevention order, anti-social behaviour related orders, immigration penalty, fixed penalty notices or community resolution for any offence. This is applicable both for matters in the UK and overseas.

- b) A notice of intended prosecution, driving licence points, endorsements and disqualifications.
- c) Public Service Vehicle (PSV) Operator licence written warning, refusal, suspension or revocation.
- d) Invitation to attend a licence review or refusal to grant/renew a licence, suspension or revocation by any other Licensing Authority. If the other licence is suspended or revoked with immediate effect, the taxi licensing team must be notified immediately.
- e) Addition to the DBS Children's or Adults' Barred List.
- f) Receipt of a further certificate of good conduct.

The Operator must make this notification themselves, even if a third party has already notified the Licensing Authority of the information. If the Operator is a limited company or partnership, full details should be given for any of the above imposed on the company, directors or partners. This is applicable both for matters in both the UK and overseas and any information provided should be truthful and accurate

- 7. The Operator must report any safeguarding concerns that they have in relation to an adult or child where it appears they are under the control, or being negatively influenced by, any person, who places them or someone else in harm or risks committing criminal offences. Reports should be made to the Local Authority Safeguarding Team/Police as soon as possible and in any event within 24 hours. If there is an immediate risk, the Operator must call 999.
- 8. The operator is required to submit to the Licensing Authority, within 48 hours, information as the authority may reasonably consider necessary to determine whether the operator remains fit and proper to hold a licence.
- 9. The operator, or the manager named on the licence, must attend any audit of their booking records undertaken by the Licensing Authority at the address specified on the licence or participate in a remote inspection if required.

#### Driver Records

- 10. If the Operator engages/partners with a driver who provides a medical exemption certificate, this must be verified with the Licensing Authority.

11. The Operator must record and provide to the Licensing Authority or the Police, on request, the following details for each private hire/dual driver they are partnered with/have engaged:
- a) a copy of their current Private Hire/Dual Driver licence.
  - b) a record of when the current Private Hire Driver/Dual licence expires.
  - c) a copy of their current DVLA Driving Licence.
  - d) a record of when the current DVLA Driving Licence expires.
  - e) a copy of any medical exemption certificates issued by the Licensing Authority, which must be verified directly with the Licensing Authority.
12. If the Operator terminates a private hire/dual driver due to misconduct, the Operator must notify the Licensing Authority of the full details/reason(s), for termination, within 48 hours.

#### Vehicle Records

13. The Operator must record and provide to the Licensing Authority or the Police, on request, the following details for each private hire/hackney carriage vehicle they are partnered with:
- a) Registration number of the vehicle.
  - b) Private Hire/Hackney Carriage Licence Number
  - c) Base call sign (if any).
  - d) Make/model/colour of vehicle.
  - e) A copy of the current Private Hire/Hackney Carriage Vehicle Licence.
  - f) A record of when the current Private Hire/Hackney Carriage Vehicle Licence expires.
  - g) A copy of the current insurance policy for the vehicle.
  - h) A record of when the current insurance policy expires.
14. Operator signage, approved by the Licensing Authority, must be displayed on the side panels of each licensed vehicle. This signage is to be submitted by the Operator to the taxi licensing supervisor for approval in advance.

#### Recruitment Policies

15. The Operator must apply a “fit and proper” test to all staff with access to customers’ sensitive information. This shall include a basic DBS check, or equivalent criminal record check if staff are not UK-based, for all staff and records kept showing the recruitment and

decision-making processes, including the Operator's written policy on convictions.

16. The Operator must keep a register of all workers who accept bookings or dispatch vehicles. This is to be made available to an authorised officer of the Licensing Authority or to the Police on request.
17. The Operator, all staff who are in a role where they interact with members of the public and people managing service delivery must be trained, or have their knowledge and skills assessed, in Child Sexual Exploitation (CSE), safeguarding and disability awareness. They must be trained to understand the operator's duties under the Equality Act 2010. Every worker must sign a record of being trained on these matters and the record must be shown to an authorised officer on request.

#### Inviting Bookings

18. The Operator must have in place an appropriate Public Liability Insurance of at least £5 million cover and an appropriate Employers' Liability Insurance of at least £5 million cover. (Employers liability insurance will only be required if the operator employs staff)
19. The Operator must ensure that any publicly accessible premises they provide, whether for the purpose of booking or waiting, are kept clean and adequately heated, ventilated and lit. The Operator must ensure that any waiting area which they provide has adequate seating facilities, is for customers only and is kept physically separate from any staff area.
20. The Operator must ensure that their customer information, if provided in hard copy in their premises, is also readily available in alternative accessible formats, including large print, Braille, and Easy Read.
21. Operator websites and digital booking platforms (e.g. apps) must comply with the latest WCAG accessibility standard to Level AA and with the principles of the latest Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations as a minimum. (Both documents are available to view at [www.gov.uk](http://www.gov.uk) )
22. The Operator must ensure that customers are aware that their personal details may be shared with the Licensing Authority if requested.

23. The Operator must identify passengers' accessibility needs prior to taking a booking, to ensure an appropriate vehicle is provided.
24. Where a private hire vehicle has 'third row' seats (if passengers must move other seats to enter or exit the vehicle), the Operator must advise the hirer in advance that some seats have restricted access and so may be unsuitable for passengers with mobility difficulties.
25. The Operator must not dispatch a Public Service Vehicle (PSV) for a booking of fewer than 9 passengers, without first informing the hirer that the driver is subject to different checks and not required to have an enhanced DBS check. The customer must explicitly consent to this driver.
26. The Operator must ensure that all advertising materials comply with the Advertising Standards Authority requirements and do not contain offensive, misleading or potentially inflammatory wording which could be seen as defamatory. All adverts must first be approved by the Licensing Authority.
27. The operator must publish their policy on surcharges for tolls, parking, airport drop-offs and any other fees. Operators must make it clear of the circumstances where a quoted price may change, if it's not binding.

#### Accepting Bookings

28. Operators must not accept bookings that they are unlikely to be able to fulfil punctually and must notify customers at the earliest opportunity if they are unable to fulfil a booking.
29. For every booking accepted for a private hire vehicle, the operator must ask and record:
  - a) Any accessibility needs of any of the passengers.
  - b) Lead passenger's forename and surname.
  - c) Telephone number, email address or residential address for the hirer.
  - d) Time and date the booking was made.
  - e) Pickup location of the passenger.
  - f) Scheduled pickup time and date.
  - g) Main destination
  - h) If cancelled, the time and date of the cancellation request.

The Operator must also record for every booking accepted:

- a) The individual that took the details of the booking (if not recorded by a computer).
- b) If the booking is for a Public Service Vehicle (PSV) with fewer than nine passengers, that the customer consented to this.

If the booking is sub-contracted:

- a) The operator to whom the booking is sub-contracted.
- b) The time and date the booking was sub-contracted and accepted.

Where the Operator dispatches a private hire/hackney carriage vehicle for a booking, they shall keep a full and accurate record of:

- a) The individual that dispatched the vehicle (if not dispatched by a computer).
- b) The name, vehicle registration mark and licence number of the private hire/hackney carriage vehicle booked/dispatched.
- c) The name and licence number of the driver of the vehicle.
- d) The other private hire drivers that responded to the booking request, including those that were unsuccessful in being allocated the booking.

For every booking completed, the operator must record:

- a) The drop off location of the last passenger.

- 30. These records must be maintained in a bound book with consecutively numbered pages or an appropriate digital booking system, accessible at the Operator's address. Records must be kept for 12 months from the date of the journey.
- 31. At all times that an operator is actively dispatching vehicles there shall be an identified phone number on which the operator (or their nominee) is available for contact by authorised officers of the Licensing Authority.
- 32. Any urgent requests for information must be provided within 4 hours. All other requests must be responded to within one week.
- 33. 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 absolutely necessary, in compliance with data protection legislation. Access to this information must be restricted to only those persons who will use it for the purpose for which it was collected.

34. The Operator shall make provision for the secure storage of lost property (which may contain personal data) left in vehicles and securely dispose of this within 6 months. There will be a system where all property is logged, including a receipt given to the driver and details of the customer who collects it.

## Complaints

35. The Operator must have a policy for dealing with complaints. All complaints must be kept for 12 months and record:

- 1) The complainant's name
- 2) Contact information
- 3) The complaint details
- 4) Details of any actions taken by the Operator
- 5) All details recorded above must be individually date and time stamped.

These details are to be provided to the Licensing Authority on request by an authorised officer.

36. Any safeguarding concerns, reported by a driver or any other person, must be recorded and kept for 12 months and reported to the Licensing Authority at the earliest opportunity. For any emergencies (e.g. immediate risk to child), report this to the police on 999. For anything else, use 101.

37. The Operator must notify the Licensing Authority immediately if a school transport provider excludes a driver from undertaking contract work due to a complaint.

38. Complaints of the following nature must be reported to the Licensing Authority immediately:

- a) Incidents resulting in injury or death.
- b) Exploitation.
- c) Violence.
- d) Possession of a weapon.
- e) Sexual offences.
- f) Dishonesty.
- g) Drugs.
- h) Discrimination including any refusals of service to those with assistance dogs and wheelchair users.
- i) Drink driving/driving under the influence of drugs.

- j) Dangerous driving.
- k) Terrorism and extremism.

Where these complaints relate to a driver and journey, the operator must provide to the Licensing Authority:

- a. The name of the hirer of the private hire/hackney carriage vehicle and their contact details.
  - If applicable, what information relating to the accessibility needs of the passengers was relayed to the driver
- b. Full details of the complaint, including any evidence provided to substantiate it, as well as any evidence arising from the initial investigation by the operator.
- c. Summary of any previous complaints from the complainant to the operator.
- d. Booking records for the journey and if the journey end point was the requested destination or another location.
- e. The name of the driver.
- f. The licence number of the driver.
- g. The licence number and VRM of the relevant private hire vehicle.
- h. Whether the customer/passenger changed the destination of the journey at any point, or request any additional stops, if known.
- i. Where available, mapping and telemetry details of the vehicle's movement from the acceptance of the booking until the acceptance of the next booking.
- j. If a refusal/cancellation:
  - whether the journey was cancelled/refused by the driver or the passenger
  - the reason for the cancellation/refusal
  - details of the communication between the customer and the driver, prior to the cancellation of the fare
  - details of the communication between the operator and the driver, following the cancellation of the fare
  - where available, mapping and telemetry details of the vehicle's movement after cancellation, detailing the next booking the driver accepted.
- k. any other relevant complaints received concerning the driver

Other Operator Conditions



39. The Operator must not trade or advertise under any name for private hire purposes unless such trading named has been approved by the Licensing Authority and entered on the Private Hire Operator's Licence issued by the Licensing Authority. The name should not include the words "taxi", "hire" or "cab".
40. The Licensing Authority may refuse to register any trading name where in their opinion it is likely to cause confusion to the general public or is similar to a trading name registered by another licensed operator.
41. The Operator should not cause or permit another business to operate from the base address. This condition will not apply if the business premises is the residential address of the licensed operator.
42. If the licensed operator has a business premises, the premises must be kept clean, adequately lit, heated and ventilated and must conform with all other legal requirements including no smoking/vaping/use of tobacco products within the premises, health and safety and fire regulations.
43. You are still responsible for the business when you are not there. In such instances, you should nominate a deputy or a manager who is over the age of 21 to act on your behalf, and share this information with the Licensing Authority as soon as possible. This person must have knowledge of the business and have access to all records kept on the premises at all times.
44. In relation to complaints, the Operator must affix a properly printed notice in a prominent position inside the business premises, so as to be easily read by any person seeking to hire a private hire vehicle/hackney carriage, stating that complaints can be made to:

**Sandwell MBC Taxi Licensing, Oldbury Council House, Freeth Street, OLDBURY, PO Box 2374, B69 3DE**

The Council does not control the fares for private hire vehicles and that, in the absence of any fare scale published by the Operator, the fare should be agreed before the journey commences. Any fare disputes should be dealt with by the Operator.

**In these Conditions** "Operator" means the person who is the current holder of an Operator's Licence

“Business premises” means the operating premises from which the Operator conducts the business

i. These conditions should be read in conjunction with the provisions of Part II of the Local Government (Miscellaneous Provisions) Act 1976.

ii. Any person who commits an offence against any of the provisions of the Act pursuant to Section 76 may be liable on summary conviction to a fine not exceeding Level 3 on the standard scale.

iii. The use of a licensed private hire vehicle to fulfil any private hire booking requires the driver to hold a currently valid private hire driver's licence even if no fare is charged for the journey or irrespective of when, how and to whom any fare is payable. Operators are reminded that the use of free fare cars/courtesy cars which are not licensed as private hire vehicles are not permitted for private hire journeys. Every contract for the hire of a licensed private hire vehicle is deemed to be made with the Operator who accepted the booking for the hire vehicle whether or not the Operator provided the vehicle.

iv. Any failure on the part of the Operator to make appropriate enquiries as to the licensing status of drivers and/or vehicles for any purpose could be construed as reasonable cause to suspend or revoke the licence. The onus remains with the Operator to clarify any legal requirements which he or she may be required by law to observe.

v. Any infringement of the licensing conditions could lead to suspension or revocation of the licence.

vi. Any request for advice from the Council in relation to licensing legislation should be in writing to which a written response will be given so as to avoid any future dispute as to the advice given. This does not preclude you from obtaining your own independent legal advice.