

North West Leicestershire District Council

Private Hire Operator Licence Conditions

Issue 3 – Draft

Section 55(3) of the Local Government (Miscellaneous Provisions) Act 1976 states that “A District Council may attach to the grant of a licence under this section such conditions as they may consider reasonably necessary”.

IMPORTANT:

The following sets out the requirements on private hire operators in relation to their licence and licensing policy. Operators MUST take full responsibility to read this information and ensure that they comply with it at all times.

The address of the operator's base (on the application form and licence issued) cannot be transferred to another individual/company or another premises address. A new Private Hire Operator (“PHO”) application MUST be made in these circumstances.

1. STANDARDS OF SERVICE

The private hire operator shall:

- 1.1 Comply with the Council's hackney carriage and private hire licensing policy at all times, including compliance with the Code of Good Conduct and promote the aims of the licensing policy in relation to public safety and safeguarding.
- 1.2 Provide a prompt, efficient and reliable service to members of the public at all reasonable times ensuring customers are picked up and reach their destination journey in line with the booking made.
- 1.3 Ensure that any office staff and drivers employed or sub contracted by the operator, act in a civil and orderly manner at all times whilst representing the company and/or carrying out private hire or pre booked (hackney carriage) duties and are fully trained to carry out these duties with training records recorded and updated.
- 1.4 Ensure, that when a private hire vehicle has been hired, that it arrives punctually at the appointed time and place, unless delayed or prevented by unforeseen circumstances, in such circumstances the customer MUST be notified as soon as possible of this delay. It is therefore essential that full customer contact details are taken to enable this contact to be made. A text back system is recommended as good practice.
- 1.5 Where the fee is agreed in advance, the operator shall ensure that no more than the agreed fare is paid.
- 1.6 Where a request for a hiring is received and the vehicle to be used for that hiring is not fitted with a meter, the operator must inform the person making the booking and shall not accept the booking without first telling that person the basis of the hire charge (and if requested, put that information in writing).
- 1.7 Ensure that premises provided for the purpose of booking or waiting for a vehicle are supervised at all times, kept clean and are adequately lit, heated and ventilated.
- 1.8 Ensure that any waiting area provided has adequate seating facilities and telephone facilities and that radio equipment is in good working order and that the whole premises is 'smoke free' at all times if office/premises is used by members of the public, employees or drivers. Signs should be prominently displayed informing of this legal requirement.
- 1.9 Fulfil their responsibilities to ensure compliance with legislation regarding the length of working hours of drivers used by accurately recording shift details (logging on/off) to avoid excessive working hours of the driver and potential impact on public safety.

- 1.10 Important:** The Operator is responsible overall for all persons that they employ, contract or use in the course of delivering their private hire operator's business. To that end, the Operator must undertake sufficient checks to satisfy themselves that only staff are used to operate telephones and radios (and continue to be used) in the course of their business. The failure of an 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 telephonists employed (subject to complaints) and licensed drivers that breach licence conditions, licensing policy or who receive convictions may also be detrimental to the continued fitness and propriety of the operator.
- 1.11** Where the Operator is a limited company then the Operator must notify the Council in writing of any change in partnership, directorship, ownership, management or control of the business **within 5 working days of that change taking place**. All Directors and partners must be considered individually as being fit and proper to hold an operator's licence. **The licence cannot be transferred to another individual/company at any time. A new PHO application would be required.**
- 1.12** The Operator must notify the Council in writing **within 7 calendar days** of any other material change affecting the licence during its validity.
- 1.13** A licensed operator or person in control of the day to day operation **must** inform the council in writing if they are going to be absent from the day to day running of the operator's business for a period of 1 month or more. 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. The individual named must have relevant experience and understanding of private hire law and the Council's private hire licensing policy to ensure effective running of the business.
- 1.14** The **Operator shall** ensure that any person left in charge of the premises in the absence of the **Operator** is fully aware of these conditions of licence, particularly those relating to the keeping and maintaining of records for drivers, vehicles, and bookings, and the need to comply with those conditions **at all times** and has knowledge of private hire law requirements.
- 1.15** The **Operator shall** ensure that every proprietor of a Private Hire vehicle, or driver of a Private Hire vehicle operating under their Operator's licence and is acquainted with, understands, and observes the conditions attached to that licence.
- 1.16** Operators **must** conduct their business in accordance with all relevant statutory provisions. This includes health, safety and welfare legislation, environmental legislation, fire safety and equalities legislation.

2. RECORDS OF BOOKINGS

- 2.1** The record required to be kept by the operator under section 56(2) of the Local Government (Miscellaneous Provisions) Act 1976 shall be kept in a **permanent, legible, non-erasable form in a** suitable book or ledger which has consecutively numbered pages or on a computer system where a print out of the details of every booking can be provided when requested to do so by an Authorised Officer. **Loose leaf registers are not acceptable.**
- 2.2** If an operator chooses to use an electronic booking system the system **must be approved by the Licensing Authority**, and have an audit log which details any amendments made to the bookings. 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 time **full and legible** booking details are printed, or 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 tamper-proof; and once, inputted cannot be altered, amended, deleted or added to in any way.

2.3 The operator shall keep all records for a period of at least 12 months following the date of the last entry. All records must be made available for inspection when requested to do so by an Authorised Officer.

2.4(b) The operator shall enter in the record book, before the commencement of each journey, the following particulars of every booking of a private hire vehicle invited or accepted by him, pursuant to section 56 (2) of the Local Government (Miscellaneous Provisions) Act 1976, namely:

- (i) the signature or identity of the person taking and recording the booking;
- (ii) the day, time and date that the booking was made;
- (iii) the details (i.e. name, address and telephone number) of the hirer;
- (iv) the day, time, date and location(s) of the pick-up points of the hirer;
- (v) the location of the destination;
- (vi) the registration number, plate number or call sign of the vehicle and the name of the driver allocated for the booking;
- (vii) the time at which a driver was allocated to the booking;
- (viii) any specific request made by the customer for the booking not to be sub-contracted to another operator and the response given;
- (ix) remarks (including details) of whether the booking is a sub-contract from another operator or is to be sub-contracted by the operator;
- (x) the fare quoted for the journey;
- (xi) the number of persons to be carried on each journey;
- (xii) how the booking was made: by telephone call/personal visit/email/website:-
- (xiii) hackney carriages: Details of any bookings subcontracted to hackney carriages as pre-booked work, details to be recorded as above;
- (xiv) the date/time the booking was completed or cancelled.

The Operator must ensure that any booking clerk/telephonist involved is fully trained and competent in the recording of bookings and operating the system used. Training records confirming this and dates must be kept on file.

Vehicles

2.5(e) The operator ~~must~~shall also keep a record of the particulars of all~~any~~ private hire vehicles operated by him/her, pursuant to section 56 (3) of the Act such details to include ~~showing~~ the following details:

- (i) make of the vehicle;
- (ii) model of the vehicle;
- (iii) manufacturer of the vehicle;
- (iv) colour of vehicle;
- (v) registration number of the vehicle;
- (vi) the number of seats for passengers;
- (vii) proprietor and driver(s) of the vehicle;
- (viii) any radio call sign of the vehicle;
- (ix) private hire vehicle licence/plate number;
- (x) the date of the expiry of the private hire vehicle licence;
- (xi) details of insurance to include date of expiry and the insurance provider and named drivers on the insurance policy:-
- (xii) whether a meter is fitted in the vehicle.

Hackney carriages: A copy of all hackney carriage vehicle and driver licences and relevant insurance should be kept by the operator if the vehicles are used by the operator for any pre-booked work for the company and should be available for inspection. Records should be kept of these bookings and how they were carried out.

Drivers

2.6(d) The operator must keep an up to date schedule of the particulars of all drivers of private hire vehicles operated by him/her, pursuant to section 56 (3) of the Act he employs or uses ("the Operator Driver Schedule"). The Operator Driver Schedule must record the following information:

- (i) full names of the drivers of vehicles and their radio call signs;
- (ii) address of the driver;
- (iii) contact details of the driver;
- (iv) date of expiry of his/her private hire driver's licence;
- (v) date of his/her next medical;
- (vi) if the operator becomes aware that any driver is suffering from any illness, disability or condition which may affect the driver's ability to safely carry out his/her duties, record details of that information and inform the Licensing Authority of this immediately;
- (vii) date when any new driver begins service with the operator;
- ~~(v)~~(viii) details of when any driver's service ceases with the operator;
- ~~(vi)~~(ix) record date when the CRB will be 3 years old;
- ~~(vii)~~(x) date of expiry of his DVLA driving licence;

2.7 It is the **sole responsibility** of the PHO to ensure that before despatching vehicles and drivers for a booking that every private hire vehicle on the private hire operator's licence is driven by a person who holds a PHD licence issued by the same Licensing Authority and that their insurance is both relevant and valid. The Operator must personally examine driver, and vehicle licences and insurance certificates to satisfy himself/herself as to their validity.

2.8 The operator is responsible for the general condition and roadworthiness of the licensed vehicles they despatch and for ensuring all drivers are familiar with conditions and legislation relating to the vehicle and licence. **The operator may also be subject to enforcement action if a driver has committed an offence.**

2.9 The Licensing Authority has the right to suspend or revoke an operator's licence under the legislation **for any reasonable cause** if it has concerns around the lawful operation of that business, that there have been material changes since the licence was granted or that the Operator named on the licence is not the person running that business, or the aims of the licensing policy are not being promoted or the operator is no longer considered to be fit and proper to hold that licence.

2.10 **Assistance Dogs:** 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'.

2.11 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. 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, or for some other reason as dictated by legislation. Where there is a public waiting area or driver waiting area the personal data must not be in sight of members of the public, customers or drivers. Measures must be in place to keep all personal audio and written data private and secure.

2.12 The booking records must be kept at all times at the PHO licensed business premises and not removed other than by an authorised officer of the Licensing Authority as required to assist with investigations and dealing with complaints.

~~(e)~~ — The operator shall keep all records for a period of not less than 6 months following the date of the last entry. All records must be made available for inspection when requested to do so by an Authorised Officer.

2. NOMINATED PERSON

- ~~(a) If the operator is a limited company then a person should be nominated who is in charge of the day to day running of the operator's business. This nomination should be notified to the Council.~~
- ~~(b) Any changes to the nominated person should be notified in writing to the Council within 7 days.~~

~~3. STANDARD OF SERVICE~~

- ~~(a) The operator shall provide a prompt, efficient and reliable service to members of the public at all times and shall in particular:~~

~~Ensure that, when a private hire vehicle has been hired to be in attendance at an appointed time and place, the driver attends punctually at that appointed time and place, unless delayed or prevented by some sufficient cause.~~

~~Keep clean, adequately heated, ventilated and lit any part of the premises provided for the public, whether for the purpose of making a booking or waiting.~~

~~Ensure that any public waiting area at the premises has adequate seating facilities.~~

~~Ensure that any telephone facilities and radio equipment provided at the premises are maintained in a safe condition and comply with statutory requirements.~~

~~Where the fee is agreed in advance, the operator shall ensure that no more than the agreed fare is paid.~~

~~Where a request for a hiring is received and the vehicle to be used for that hiring is not fitted with a meter, the operator must inform the person making the booking and shall not accept the booking without first telling that person the basis of the hire charge (and if requested, put that information in writing).~~

34. COMPLAINTS

3.1 ~~(a)~~ In any part of the premises to which the public have access, the operator shall prominently display a notice stating that "All complaints, compliments and comments are welcomed and should be directed in the first instance to: (Name of the Nominated Person)". The notice should also state "If your complaint is not adequately dealt with, please contact the District Council's Licensing ~~Team~~Section on licensing@nwleicestershire.gov.uk or 01530 454545."

3.2~~(b)~~ On receipt of a complaint, the operator shall document in a suitably bound book or on any other approved system, the following information:

- (i) date and time of complaint;
- (ii) contact details of the complainant;
- (iii) name of driver(s) against whom the complaint has been made;
- (iv) badge number of driver;
- (v) vehicle registration number;
- (vi) details of allegation including complaints of dissatisfaction with service delivery or any alleged breach of contract with the operator;
- (vii) date investigation was completed;
- (viii) action taken.

~~A complaint template can be downloaded from www.nwleics.gov.uk~~

3.3~~(c)~~ The complaint records referred to above shall be held and secured at the operators business address and shall be immediately available at the request of an ~~a~~Authorized ~~o~~Officer of the Licensing Authority or by a Police Officer at all reasonable times. Records shall be kept for a minimum period of 12 months~~one year~~.

3.4~~(d)~~ The operator shall, within 7 days from the date of receipt of any complaint, notify the Council in writing of any unresolved complaint received by the operator.

3.5 ~~The Operator must train all office staff and drivers on how to record complaints and what action is required once a complaint is received. A training log must be completed to confirm this training has been carried out and updated annually and as licensing policies change.~~

45. CHANGE OF BASE OR HOME ADDRESS OR OWNERSHIP

4.1 The operator shall notify the Council in writing of any change of his address (including any address from which he operates or otherwise conducts his business as an operator) during the period of the licence within ~~48 hours~~7 days of such change. A revised licence will be issued. THERE IS NO TRANSFER OF A PRIVATE HIRE OPERATOR'S LICENCE SHOULD THE OWNERSHIP CHANGE.- A NEW APPLICATION WOULD HAVE TO BE MADE.

4.2 Where the operator's business is **based at a residential domestic property** the licence is normally restricted to the operation of **one or two household licensed vehicles only or one household licensed vehicle and one other licensed private hire vehicle (partnership/employment arrangement) as long as the other vehicle does not return to the PHO base after each booking, unless planning permission is first obtained for use as a commercial private hire operator's office and in such cases the number of vehicles may increase.**

56. DISCLOSURE OF ARRESTS, CAUTIONS OR CONVICTIONS/CRIMINAL RECORD CHECKS

5.1 ~~The operator must notify the council within 24 hours details of any arrest, conviction or caution by the police relating to offences relating to indecency or of a sexual or violent nature.~~

The operator must notify the Council in writing, within 7 days, details of any interview, arrest, conviction, caution or Anti-Social Behaviour Order (ASBO) by the Police or other Licensing Authority in respect of any matter AND any fixed penalty notice (motoring or otherwise) imposed on him or the

Nominated Person during the period of the licence. If the operator is a company or partnership, any action listed above taken against the company or any of the directors or partners must also be notified to the Council.

5.2 All licence holders (who are also licensed drivers) must subscribe to the Disclosure and Barring Service Online Update Service. Any costs associated with maintaining this subscription must be met by the licence holder. The licence holder must give permission in writing for the council to undertake checks of their DBS status on renewal and when the council consider it necessary to do so. The council will use the update service to monitor the criminal record of its licence holders.

5.3 Any operator **not currently licensed by the Council as a licensed driver** must submit to the Council a basic criminal records disclosure as to unspent convictions, such disclosure to be no more than 6 weeks old at the time of a valid application.

5.4 The operator shall evidence that they have had sight of a basic DBS check on all individuals that take bookings or dispatch vehicles.

5.5 The operator shall provide to the council a policy on employing ex-offenders that will take bookings or dispatch vehicles.

67. STAFF AND STAFF TRAINING

6.1 ~~(a)~~ — The operator shall notify the Council within 7 days of the commencement of employment of any private hire driver.

6.2 ~~(b)~~ The operator shall notify the Council within 7 days of the termination of employment or of operation of any private hire driver or of any private hire vehicle.

6.3 ~~(c)~~ The operator shall notify in writing to the council within 7 days of the termination of any arrangement which the operator provides a service of a driver who is ~~self-employed~~ self-employed.

6.4 ~~(d)~~ The operator shall encourage and assist drivers in reporting racist or homophobic behaviour, verbal and physical assaults on drivers to the Police and Council. A template incident reporting form for staff is available to download at www.nwleics.gov.uk.

6.5 ~~(e)~~ The operator shall take all reasonable steps to ensure that drivers of vehicles employed, used or controlled by him comply with the conditions attached to their private hire vehicle driver's licence and all other relevant statutory requirements.

6.6 All PHO's must ensure that the person responsible for the operational management of the private hire business undertake the councils child sexual exploitation training upon initial application. All existing operators will be required to complete the training within 12 months of this policy coming into effect. If the training is not completed as required then the operator's licence will be suspended until the training is completed. If training has already been done as a licensed driver this will be taken into account.

6.7 All PHO's must ensure that all staff employed to operate telephones and radios / taking bookings have been made aware of how to spot the signs of child sexual exploitation and the reporting process

78. VEHICLE INSURANCE, TAX AND MOT

7.1 ~~(a)~~ — The operator shall ensure that every private vehicle operated by him/her in accordance with this licence is covered by a valid policy of insurance for private hire (or such security as complies with statutory requirements), is taxed and has (if necessary) a current MOT certificate.

7.2 ~~(b)~~ — Where the operator has in force a fleet insurance policy with vehicle owners and drivers renewing their insurance cover on a weekly basis, the operator shall supply to the Council on a

weekly basis (or a lesser frequency as agreed with the Licensing Officer) the details of all vehicles and drivers covered by that insurance.

7.3 If the operator has premises to which **any member of the public has access**, in connection with the hiring of vehicles or for other reasons, he/she shall ensure that there is **public liability to a minimum cover of £2million and/or employers liability insurance in force at all times**, which indemnifies the operator against any claim for loss, damage or personal injury by any person using or working on those premises. This insurance must be available for inspection upon request. All licensed Operators shall have in force an Employers Liability Insurance policy complying with the Employers Liability (Compulsory Insurance) Act 1969 covering death or personal injury arising out of any incident during the course of a person's employment.

8. ADVERTISING OF OPERATOR'S BUSINESS

8.1 A private hire operator may only use the words '**Licensed Private Hire**' when advertising his/her business. The words '**Taxi, Cab or Hackney Carriage**' or any combination thereof **must not be used**. Any advertising of the operator's business, no matter in what form, shall include the operator's name and/or their trade name as approved in advance by the Council in accordance with the name entered on the operator's licence issued by the Council. **No other forms of advertising of the private hire business can be used without the permission of the Licensing Authority. The Council will not authorise the use of a trading name of a previous licensed Operator.**

8.2 The Operator must not trade under any name for private hire purposes unless such trade name has been approved in advance by the Council and has accordingly been entered on the Private Hire Operator's Licence issued by the Council. Where a PHO licence has been revoked by the Authority the use of that Operators name cannot be used as a trading name.

9. DISPLAY COPY OF LICENCE AND CONDITIONS

9.1 The operator shall at all times keep a copy of these conditions on any premises used for the purpose of the private hire business and shall make it available for inspection by the hirer or any other passenger on request.

9.2 The operator shall, at all times, display a copy of the PHO licence at the premises used by him/her for a private hire business.

10. VEHICLE LICENCES

10.1(a) The operator must report in writing any damage that affects the safety, performance or appearance or the comfort or convenience of passengers carried therein of any private hire vehicle that is owned, used or controlled by him to the Council within 72 hours. Any damages so reported must be repaired within a specified timescale agreed by the Council.

10.2(b) The operator must ensure that all vehicles operating for the company are maintained in a safe, comfortable, clean and tidy condition at all times whether or not the operator owns the vehicle. The operator must ensure that at all times all vehicles meet all relevant legal obligations including the vehicle conditions imposed by the Council.

10.3(e) The operator must have in place a schedule to ensure that all vehicles are visually inspected on a daily basis. A record of the visual inspection shall be kept for a period of at least 6 months. Any defects identified must be repaired within a reasonable amount of time as agreed by the Council.

10.4(f) The operator shall be responsible for every contract for the hire of a private hire vehicle and shall ensure that every private hire vehicle whether or not the operator provides the vehicle is in possession of a current licence granted under the provisions of the Local Government (Miscellaneous Provisions) Act 1976.

~~10.5(e)~~ The operator shall ensure that all mandatory door signs are displayed at all times on private hire vehicles (unless an exemption is in place) operating from his/her company and that all such signs on all private hire vehicles operating from his/her company are of the same design and style.

~~10.6~~ The Operator shall take all of the necessary measures, including those requested by a Licensing Officer, Police Officer, or Other Authorised Officer to prevent vehicles in its employment, from parking or congregating in such a manner as to cause a nuisance to any reasonable person.

11. DRIVER LICENCES

~~11.1~~ The operator shall be responsible for every contract for the hire of a private hire vehicle and shall ensure that every private hire driver is in possession of a current licence granted under the provisions of the Local Government (Miscellaneous Provisions) Act 1976.

12. DURATION OF LICENCE

~~12.1~~ The PHO's licence will be valid for an initial period of 12 months (new applications). Renewal applications will be granted for a period of between 1 and 5 years. The responsibility for renewing and submitting all paperwork before the expiry of the existing licence rests with the licence holder. If the date of renewal is missed then the licence will lapse and a new application will have to be made.

13. COMPLIANCE

The operator shall take all reasonable steps to ensure that all drivers, staff and vehicle licence licensees observe and perform the conditions of their licences and do not commit any offences under the Town Police Clauses Act 1847, Local Government (Miscellaneous Provisions) Act 1976, Disability Discrimination Act 1995 & 2005 and any general Road Traffic Laws.

If you are aggrieved by any of the conditions attached to the grant of this licence you may appeal to a magistrates' court within 21 days of the service of the licence on you (Section 55(4) of the 1976 Act).

NOTES:

- (i) FAILURE TO COMPLY WITH ANY OF THE CONDITIONS ATTACHED TO THIS LICENCE MAY RESULT IN THE SUSPENSION OR REVOCATION OF THE PRIVATE HIRE OPERATOR'S LICENCE.
- (ii) IN ADDITION TO THE ~~PHO PRIVATE HIRE OPERATOR~~ LICENCE CONDITIONS, AN OPERATOR MUST HAVE REGARD TO ALL STATUTORY PROVISIONS AND POLICIES WHICH RELATE TO PHO'S PRIVATE HIRE OPERATORS.
 - A. A ~~PHO private hire operator's~~ licence is not transferable and it does not authorise the _____ licensee to operate from any address other than the address specified on the operator's licence.
 - B. _____ Application for the renewal of the operator's licence should be made following the prescribed process, to the Head _____ of Environmental Health on the prescribed form which is available from the _____ Council Offices, Coalville. All licence holders will be sent a reminder and access to the necessary forms for renewal in advance of the expiry of the licence. Please note, however, that the responsibility for renewal rests with the licence holder. Reminder letters are sent purely as a courtesy.
 - C. Any authorised officer of the District Council or a police constable can, on request, inspect the records maintained, by virtue of section 56(2) and (3) of the 1976 Act. Section 56(4) allows inspection of the licence granted to the operator by an authorised officer of the Council or a police constable.

- D. _____ The grant of an operator's licence does not allow the use of premises as a ~~PHO~~private hire operator's base in the absence of planning permission. It is the licensee's responsibility to check with the District Council's Planning and Development Services at the Council Offices, Coalville whether planning permission is required and to submit a planning application if necessary.

I confirm that I have read and understood the above conditions. I will comply with the conditions at all times. I understand that any breach of these conditions may result in the suspension or revocation of my private hire operator's licence.

Print Name

Signed

Dated

Signed

Dated

