

# Appendix P

## Private Hire licensing- Operator's Licence Conditions

### 1.0 STANDARD OF SERVICE

- (i) The operator shall provide a prompt, efficient and reliable service to members of the public at all reasonable times.
- (ii) The operator must ensure, when a vehicle has been hired, that it arrives punctually at the appointed place, unless delayed by unforeseen circumstances.
- (iii) The operator must ensure that premises provided for the purpose of booking or waiting are kept clean, and are adequately lit, heated and ventilated.
- (iv) The operator shall also ensure that any waiting area provided has adequate seating facilities, and telephone facilities are in good working order.
- (v) The operator shall fulfil his responsibilities to ensure compliance with legislation regarding the length of working hours.
- (vi) If dead mileage is to be charged, the hirer shall be informed prior to the booking being accepted.  
"Dead mileage" means mileage to the pick-up point and/or return to base after reaching the customer's destination"

### 2.0 RECORDS

- (i) The records which must be kept by operators under the Local Government (Miscellaneous Provisions) Act 1976 shall be kept in a suitable log or book, the pages of which are numbered consecutively.
- (ii) Prior to each journey, the operator shall enter the following particulars of each private hire booking:
  - the date of the booking;
  - the name and address of the hirer;
  - the time of pick-up;
  - the point of pick-up;
  - the destination;
  - the time at which a driver was allocated to the booking;
  - the plate number (or other identification) of the vehicle allocated.
- (iii) The operator shall also keep records of the particulars of all private hire vehicles operated by him/her, such details to include the owners, plate numbers and registration numbers of the vehicles, along with details as to the drivers of the vehicles, and their call signs.
- (iv) All records maintained by the operator shall be kept for at least 12 months after entry.

### **3.0 COMPLAINTS**

The operator shall immediately upon receipt notify the Licensing Office in writing of any complaints concerning a contract for hire arising from his/her business, such notification to include the action taken or proposed as a result of the complaint.

### **4.0 CHANGE OF ADDRESS**

The operator shall notify the Licensing Office in writing of any change of address (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 7 days of the change of address.

### **5.0 DISCLOSURE OF CONVICTIONS**

The operator shall, within 7 days of conviction, notify the Licensing Office in writing of any conviction or fixed penalty imposed on him during the currency of his/her operator's licence. If the operator is a company or partnership, this requirement shall apply if any of the directors or partners receive a conviction or fixed penalty.

### **6.0 INSURANCE**

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

Private Hire Operators must hold appropriate public liability insurance if premises are to be used to allow the public to wait for a vehicle.

### **7.0 PRIVATE HIRE DRIVER'S LICENCES**

The operator shall satisfy himself that every driver engaged by him has acquired a private hire driver's licence and has a badge issued by the Licensing Office.

### **8.0 VEHICLE RECORDS**

The operator shall keep a record of the following details in respect of each private hire vehicle operated by him/her: -

- the year when the vehicle was first licensed for private hire;
- the vehicle's make, model and engine size;
- the registration number;
- the colour;
- the number of seats for passengers;
- whether a meter is fitted.

The record must be produced for inspection when required by a Licensing Officer.

### **9.0 DISPLAY OF TERMS AND CONDITIONS**

The operator shall, at all times, keep a copy of these conditions at any premises used by him/her for a private hire business, and shall make the same available for inspection by fare-paying passengers.