

**OPERATOR LICENCE CONDITIONS**

**LICENCE CONDITIONS APPLICABLE TO PERSONS GRANTED A PRIVATE HIRE OPERATOR LICENCE UNDER THE UNDER LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1976**

1. This licence is issued to the person(s) named on the licence to make provision for invitation and acceptance of bookings at, and for the despatch of private hire vehicles from, the premises stated on the licence ("The Licensed Premises").
2. The Licence is not transferable and shall subsist for the benefit of the named Licence holder ("The Operator") when trading from The Licensed Premises, under such trading name as provided to the Council on application.

**Reporting of allegations or convictions in respect to criminal matters**

3. The Operator shall notify the Council in writing of any caution(s) and / or conviction(s) imposed on him / her including DVLA Licence endorsements during the period of the Licence as soon as possible and in any event within 7 days of such caution(s) / conviction(s) being imposed.
4. Notwithstanding the above, the Operator must notify the council within 48 hours of any arrest, charge, grant of bail (conditional or unconditional), caution or conviction, relating to any sexual offence or offence involving violence or dishonesty.
5. The Operator shall be required to provide to the Council a basic criminal record disclosure each and every year, calculated from the date of grant of the licence, except where the Operator is also a licensed driver and currently registered on the DBS update service.
6. Where the Operator is an individual the above conditions shall apply only to that individual. Where the Operator is a company, the above conditions shall apply to each and every director of that company and any person who is in a position of managerial control or authority over the private hire operations of the company.

**Private Hire Bookings Only**

7. The Operator shall not accept any person as a passenger in a private hire vehicle despatched under the terms of this licence unless the passenger or someone on behalf of the passenger, previously requested the hiring by telephone, letter, email, text, personal call to licensed premises of the proprietor or by some other electronic communication means designed or used by the Operator for the purpose of inviting and accepting private hire vehicle bookings.
8. The Operator shall not by calling out or otherwise, entice any person to hire a vehicle and shall not make use of the services of any other person for that purpose.
9. The Operator shall not encourage drivers to wait in a licensed vehicle without a booking at any public location or position or in such other manner as may indicate that the vehicle is available for immediate hire.

**Sub-contracting**

10. Where the Operator chooses to Sub-Contract a booking to, or accept a sub-contracted booking from, another licensed private hire operator, the Operator shall:
  - a. Record the details of the operator to whom a booking is sub-contracted to, prior to the vehicle being despatched or;

- b. Record the details of the operator from whom the booking was sub-contracted from prior to the vehicle being despatched.
11. The Operator remains responsible for ensuring that any other licensed private hire operator they sub-contract from or to are correctly licensed and insured.
  12. The Operator shall advise the customer that they have sub-contracted the booking to another licensed operator, give the details of that licensed operator to the customer and confirm that despite the sub-contract, the Operator remains responsible for the performance of the customers booking.

### **The premises**

13. The Operator is responsible for ensuring compliance with all other legislative provisions applicable to the Licensed premises. This includes, but is not limited to:
  - a. Planning and building control permissions,
  - b. Health and Safety at Work Act 1974;
  - c. Health Act 2006 (No smoking)
  - d. Gambling Act 2005 (No gaming machines)
14. Where the Licensed Premises, or any part of the premises, is open to members of the public to enter the operator shall:
  - a. Display this licence in a prominent position where it can be viewed by members of the public;
  - b. Make available these conditions for inspection upon request.
  - c. Ensure that the premises are kept clean, adequately heated, lighted and ventilated
  - d. Ensure any passenger waiting area that is provided has adequate seating facilities and is kept separate from any drivers rest area.
15. The Operator shall notify the Council in writing as soon as possible and no later than 7 days of any change(s) to the trading name of the business, or the name or address of the Operator or any directors or partners.
16. The Operator shall notify the Council in writing of any change to the means by which the provision for inviting or accepting bookings will be made, such as changes to telephone number(s), website, email, or smart phone application.

### **Customer service**

17. The Operator shall provide a safe, efficient, and reliable service and ensure that when a private hire vehicle has been booked it is:
  - a. Licensed by Hertsmere Borough Council and driven by a Hertsmere Borough Council driver;
  - b. Despatched to ensure the driver and vehicle attend punctually at the appointed time and place;
  - c. As far as the operator can reasonably be expected to control in compliance with all legislation and Council conditions
  - d. Not unreasonably delayed or prevented from attending at the time requested or completing its journey;
18. Where a customer's journey has been delayed or prevented by unforeseen causes, or unfinished due to vehicle breakdown, the Operator shall inform the customer as soon as possible and make such arrangements as necessary to fulfil the customers booking.
19. The Operator and any booking staff shall not refuse a booking or otherwise discriminate against a member of the public either directly or indirectly on the grounds of gender, age, marital status, social class, race colour, ethnic or national origin, religion, disability or sexual orientation.

20. The Operator is not permitted to despatch any vehicle that is not a private hire vehicle licensed by Hertsmere Council under the terms of this Licence.
21. Where the Operator chooses to act separately to its role as a licensed Private Hire Operator to despatch a Hackney Carriage or Public Service Vehicle the Operator shall notify the customer that the vehicle despatched to them shall not be a private hire vehicle licensed by the Council and provide the customer with the relevant details as to the vehicle that shall be despatched to them.

### **Signage**

22. The Operator shall not permit any licensed vehicles operated by them to carry any advertisements in relation to the operator's business save for any sign that states:
  - a. The private hire operator name
  - b. The telephone number or other means by which bookings can be accepted
  - c. The words /Advanced Booking Only', 'Pre-Booked', or similar.
23. The Operator shall not advertise their business in any published form or any vehicles operated with the use of, or reference to, the words "Taxi" or "Cab" whether singular, plural, or as part of another word or any similar words with the intention of giving the impression their vehicles can be hired without being pre-booked.

### **Records of bookings, drivers and vehicles**

24. In response to any booking made the Operator must, prior to the despatch of a licensed private hire vehicle, record the following:
  - a. The time and date of the booking
  - b. The time; date and location of pickup point
  - c. The destination;
  - d. The name of the hirer or other identifying mark of the hirer such as a reference number and contact details;
  - e. The fare quoted
  - f. How the booking was made or received
  - g. The vehicle despatched and the driver driving it.
25. The Operator shall keep comprehensive records of all licensed drivers despatched by the Operator in a private hire vehicle:
  - a. The driver's full name;
  - b. Current address;
  - c. Telephone number mobile and home;
  - d. Copy of the DVLA driving licence;
  - e. Copy of the Hertsmere BC issued private hire driver licences;
  - f. The date the driver first began to be despatched by the operator and subsequently the date they ceased to be operated;
26. The Operator shall keep comprehensive records of all licensed private hire vehicles despatched by the Operator and which must include:
  - a. Vehicle details: make, model, colour, registration number;
  - b. Vehicle identification documentation i.e. MOT, insurance certificate(s) / cover notes – copies of these documents must demonstrate continuing insurance cover;
  - c. The date when the vehicle was first operated and any date they ceased to be operated.
  - d. The last date of the monthly inspection of that vehicle.
27. Where it is convenient for the operator to do so, the records required by conditions 16 and 17 may be recorded as one and the condition in 15(g) may be fulfilled by reference to either the driver, vehicle or drivers call sign provided that it is accurate to easily identify at all times the individual driver and vehicle despatched by an operator in respect to a booking.

28. Records be kept for a minimum of 12 months but may be in any manner that the Operator chooses subject to being able to provide all the information required by these conditions in a legible, accessible and understandable form and which can be produced upon the request of an authorised Council Licensing officer or police officer without delay;

### **Complaints Policy and Procedure**

29. All complaints made to the Operator must be recorded and the record of complaints must be retained for at least 12 months in a legible, accessible and understandable form which can be produced upon the request of an authorised Council Licensing officer or police officer without delay.
30. The Operator must have a Complaints Policy and procedure which can, on request, be provided to an authorised officer of the Council, Police, customer or the driver or proprietor of any vehicle operated by them, and which as a minimum shall ensure that the Operator will:
- a. Advise customers of their right to complain in writing to the Council about the conduct of a driver or fitness of a vehicle;
  - b. Advise customers to contact the Police where it is alleged that a criminal act has been or may have been committed;
  - c. In addition to the above, notify the Council and Police immediately where a complaint made to them about a driver alleges that the driver's conduct has been of a violent or sexual nature.
  - d. In addition to the above, notify the Council and Police immediately where a complaint made to them about a driver alleges that the driver's conduct may indicate a safeguarding risk to a child or other vulnerable person.
31. The Operator's complaints record should, as a minimum, record:
- a. The date and time of the complaint;
  - b. The contact details of the complainant (where provided);
  - c. The booking, vehicle or driver the complaint is in respect of;
  - d. The detail of the complaint
  - e. The action (if any) taken in respect of the complaint
  - f. Any advice to the customer to contact the Police and/or Council
  - g. Where the Operator has chosen to notify the Police and/or Council of the Complaint.
32. The Operator may choose to adopt its own disciplinary measures or procedures to apply to the drivers or vehicles that it operates, but as a minimum will take reasonable steps to monitor the number, nature and frequency of complaints made in respect to any driver or vehicle.
33. If the Operator chooses to no longer operate a driver, or has concerns that the driver may not be fit and proper, either due to the number or nature of complaints received by the Operator or for any other reasonable cause, the Operator must notify the Council and provide such information as the Council may reasonably request about the matter.

### **Lost property Policy and Procedure**

34. The Operator shall adopt a lost property policy and procedure which can, on request, be provided to an authorised officer of the Council, Police, customer or the driver or proprietor of any vehicle operated by them.
35. The Operator's policy shall include a suitable process to remind drivers to check for lost property after the termination of any booking and where they are unable to return any lost item to the rightful owner to be provide it to the Operator.
36. Any property found at the Operators premises or provided to the operator by a driver shall be recorded and kept for a period of 3 months, save for any perishable items which shall be kept for such reasonable time period as considered appropriate by the Operator.

37. The Operator shall take such steps as reasonable to identify the owner of any lost property in order to return it to the owner and shall record the return of any item to any person, their address and any identification or confirmation seen and keep such record for 3 months.
38. Where any property cannot be returned to its owner after a period of 3 months the lost property should be notified in writing to the Council's Licensing team who will either approve it to be destroyed or request that it be delivered to the Council offices.
39. If the lost property has significant value such as money, a phone or an Identity document as such as a passport or driving licence the item should be provided immediately to the nearest Police station or, if the Police are unable to accept the item, the Council Offices.
40. If the lost property is, or may be, unlawful or relate to a criminal activity, it must be taken to the nearest police station and a reference number obtained from the police and recorded by the Operator.

### **Staff employed in a Relevant Role**

41. The Operator shall adopt a criminal record policy for assessing the suitability of any person who is to be employed, engaged or permitted to act in a "Relevant Role", whether paid or unpaid, in which they receive bookings for private hire vehicles, despatch private hire vehicles or may otherwise have access to the personal data of customers or drivers.
42. The Operator shall request a basic criminal record check of any person acting in a Relevant Role, assess their suitability in line with the Operators policy and shall not allow any person to act in a Relevant Role without first being assessed as suitable.
43. The Operator shall keep a record of all individual who act in a Relevant Role, the date that person began to undertake the duties of that Relevant Role, the date of their criminal record, and the date they were assessed as suitable.
44. The Operator shall not, unless they have another lawful reason, retain the original or any copy, of a criminal record provided to them by a person undertaking a Relevant Role.

### **Data Protection Policy**

45. The Operator shall have a clear data protection policy setting out how the Operator shall use, retain or store customer details. This policy shall be provided to an authorised officer of the Council or police officer on request.

### **Vehicles operated**

46. The Operator shall exercise all due diligence to ensure that the vehicles operated under the terms of this licence are compliant with all relevant legal provisions and the Council's policy on vehicle standards and shall undertake and record a monthly inspection of the general condition of all licensed vehicles operated and such record shall be available for inspection by an authorised officer of the Council or police officer.
47. The details to be recorded are:
  - a. vehicle cleanliness and tidiness;
  - b. condition of bodywork / bumpers;
  - c. tread on tyres;
  - d. seatbelts;
  - e. windscreen washers and wipers;
  - f. all lights;
  - g. brakes / handbrake;
  - h. horn;
  - i. mirrors;
  - j. oil and brake fluid levels;
  - k. fire extinguisher / first aid kit
  - l. and any other items the Operator feels relevant;

48. It is for the Operator to develop their own standard format for the vehicle inspection log, so long as the above items are specifically covered.

### **Equality Act 2010 Policy - Assistance dogs and wheelchairs**

49. The Operator is a transport provider and obligated to comply with the provisions of the Equality Act 2010 and shall have in place a relevant policy setting out how they will comply with the provisions of the Act to ensure that no customer is discriminated against for any protected characteristic.
50. The Operator shall take reasonable steps ensure that no driver of a private hire vehicle operated and despatched by them unlawfully refuse to accept a passenger in a wheelchair or a passenger with an assistance dog.
51. The Operator shall not make any extra charge for carrying a passenger in a wheelchair or with an assistance dog and shall not permit any driver to do so.
52. The Operator shall not permit any driver to refuse to pick up a customer in a wheelchair or with an assistance dog save for where that driver has medical exemption issued by the Council.

Where an Operator is authorised to despatch vehicles that have been granted a dispensation from displaying their private hire vehicle plate pursuant to Section 75(3) of the Local Government (Miscellaneous Provisions) Act 1976 the following conditions will apply.

53. A licensed private hire vehicle granted an exemption from displaying its private hire plate may only be despatched in fulfilment of a booking where the operator is reasonably satisfied that the customers expectation, whether express or implied, is for a hire vehicle to be provided without the display of a private hire plate or any private hire signage.
54. The hirer must be advised in advance of the journey of the make, model and registration of the vehicle to be dispatched to them and that it will be unmarked and will not display the standard private hire vehicle licence plates.

**“The Operator/Licence holder”** means the person named on the face of the licence granted to them in furtherance of their application for the licence. The terms shall, were appropriate, be construed to mean the individual licensed where the application has been made by and granted to an individual or sole trader or where the applicant is a company, to mean the company as a whole and/or any director or person in a managerial role.

**“The Licensed Premises”** means the premises named on the face of the licence as identified by its address, used for the invitation and acceptance of private hire bookings.

**“Licence”** means this licence issued to the Proprietor under section 55 of the Local Government (Miscellaneous Provisions) Act 1976.

**“Private Hire Vehicle”** means any vehicle despatched by the operator in response to a booking or a vehicle licenced as a private hire vehicle by the Council.

**“The Council”** means Hertsmere Borough Council.

**“Driver”** shall mean any person who drivers a Private Hire Vehicle despatched by the Operator.

**“Policy”** means the Council’s adopted private hire and hackney carriage vehicle licensing Policy.

**“Relevant Role”** shall mean any act or activity, whether paid or unpaid, which an individual may be employed or engaged in or otherwise permitted to undertake by the Operator that involves the individual receiving bookings for private hire vehicles, despatching private hire vehicles or otherwise having access to the personal data of customers or drivers.