

Private Hire Operator Standard Conditions

These conditions are attached to the licenses issued by Rugby Borough Council under Section 55 of the Local Government (Miscellaneous Provisions) Act 1976 ("the 1976 Act").

Rugby Borough Council has carefully considered the following conditions and has decided that they are reasonably necessary.

These conditions set out the way in which the license holder must act whilst acting as a private hire operator in addition to the existing legal requirements. They do not set out the existing legal requirements such as prohibition of illegal ply for hire.

These conditions do not set out the detail as to what steps are required to become and remain an operator and they do not set out what factors are taken into account in deciding whether a person is a fit and proper person to be a driver. Information on these issues is set out in the Policy document.

Breach of these conditions may lead to the suspension of the license and consideration of revocation of the license or prosecution or penalty points.

The Conditions attached to the license are as follows:

Notification requirements

1. Change of Address - The private hire operator must notify the licensing authority ("the Council") within 72 hours in writing of his/her change of personal address.
2. Change of Vehicles – The operator must inform the Council in writing *before* they wish to operate an additional vehicle. Where an operator ceases to operate a vehicle on the Operator Vehicle Schedule (see condition 10) he/she must notify the Council within 72 hours in writing.
3. Convictions/Cautions or other enforcement action – The operator must notify the Council within 72 hours in writing of any conviction, issue of a formal caution/final warning or issue of a fixed penalty notice by the Police or a Local Authority.

The operator must also notify the Council, in writing, within 72 hours of any other enforcement action taken by another local authority under the 1976 Act or the Town Police Clauses Act 1847. 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. **For the avoidance of doubt this condition also applies to any driving convictions.**

4. Where the operator is required to notify the Council under Condition 3, they must provide the Council with details of:
 - The offence
 - The date of conviction/enforcement action;

- The sanction imposed; and
 - The imposing authority/place;
5. Accident damage – The operator must report any accident damage to any vehicle under their control to the Council in writing within 72 hours

Record Keeping

6. Booking records - Each operator must keep a record of the particulars of every booking invited or accepted by him, including the name of the staff member that took the booking. Such records must be kept for 12 months. **Each record must be fully completed before the dispatch of any vehicle or any part of the journey is undertaken.**

Records must also be maintained for any regular contract work that the operator may undertake such as school contracts. The records must specify the following:

- Date and time of booking
 - Client's first name and surname
 - Origin of journey
 - Time of journey
 - Destination of journey
 - Identification of both driver and the vehicle allocated to the booking
 - The agreed fare
 - The name of the person making the record and the radio operator for each period of duty
7. Booking records must be kept at the base recorded on the Operator's license.
8. The operator must ensure that they use appropriate staff to carry out their bookings. The Operator must use a Fit and Proper test, similar to the one the Council uses for determining whether to grant an operator's license, for each member of staff that they employ. The operator should not employ any individual that falls below that test.
9. Sub-contracted Bookings – Each operator must keep a record of the particulars of each journey that is either subject to sub-contracting. The record must specify:
- Date and time of booking
 - Operator received from (or passed to)
 - Client's first name and surname
 - Origin of journey
 - Time and date of journey
 - Destination of journey
 - Identification of both driver and the vehicle allocated to the booking
 - The agreed fare

- Confirmation that the customer has been advised that the journey has been sub- contracted

Complaints Procedure

10. Each operator must have in place a complaints procedure and must maintain a record of all complaints received, including details of any investigation and/or actions taken as a result of a complaint.
11. The complaints procedure and complaint records must be made available to the licensing authority or Warwickshire Police on request and will be audited and checked by an authorised officer of the Council as appropriate on a risk-based approach. Where a child under the age of 18 years is involved the local safeguarding procedures will be used by the licensing authority on receipt of the complaint. Where a complaint is received about the behaviour/conduct of a driver towards a vulnerable person the operator must notify the Council in writing within 72 hours.
12. The records may be kept in hard copy or on computer. If kept in hard copy they must be in a bound book with consecutively numbered pages.

Operator Vehicle Schedule

13. The operator must keep a schedule of all vehicles they operate (“the Operator Vehicle Schedule”). The Operator Vehicle Schedule must record the make, model, registration number, private hire number and the date of expiry of the private hire plate, insurance, road tax and MOT (where applicable) on the Operator Vehicle Schedule. The Operator Vehicle Schedule must be kept up to date by the operator.
14. The operator must not operate any private hire vehicle other than those which have been listed on the Operator Vehicle Schedule. All vehicles on the Operator Vehicle Schedule must have a valid private hire license with the Council.

Operator Driver Schedule

15. The operator must keep a schedule of all drivers s/he employs or uses (“the Operator Driver Schedule”). The Operator Driver Schedule must record the name, address, contact details together with the date of expiry of his private hire license, the date of his next medical and the date when his driving license expires on the Operator Driver Schedule. The Operator Driver Schedule must be kept up to date.
16. The operator must not use or employ any private hire driver other than those listed by the Operator on the Operator Driver Schedule.

Operator to keep Drivers’ Licenses

17. It is the operator’s responsibility to check that all drivers are licensed as private hire drivers. The operator should ensure that when a driver has made themselves available for private hire work that the driver has deposited her/his license (Private Hire or Dual) with the operator whilst s/he is available for work.

Maintenance

18. Safety and good order – The operator must ensure that all vehicles on the Operators Vehicle Schedule 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 on their Operators Vehicle Schedule meet all relevant legal obligations including the vehicle conditions imposed by the Council.
19. Maintenance programme – The operator must at all times ensure that all vehicles on their Operator Vehicle Schedule are properly and regularly maintained. The operator must have in place a programme to ensure that vehicles are inspected regularly and record in writing. The programme must be submitted to the Council on request and must include details of how often the vehicle is inspected, serviced and what checks are carried out.

Standard of Service

20. General standards - The operator must provide a prompt, efficient, safe and reliable service to members of the public.
21. Punctuality – The operator must ensure that when a private hire vehicle has been hired to be at an appointment at a certain time and place that the vehicle attends punctually unless delayed for reasons beyond the reasonable control of the operator.
22. Standard of Premises accessible to public – Where the operator has premises accessible by the public whether for booking or waiting they must be kept clean and adequately heated, ventilated and lit. They must also have adequate seating facilities. Premises accessible to the public must also have public liability insurance cover of at least £5,000,000.

Operator Base

23. Limit on operation – The operator must only operate from the base or bases identified on the operator's license and the base/s must be within the administrative area of Rugby Borough Council.
24. License for radio equipment – The operator must hold the necessary permission from OFCOM where they operate radio equipment requiring such permission.

Insurance

25. Insurance - The operator must ensure that there is in force in relation to the use of the vehicle as a private hire vehicle a policy of insurance as complies with the requirements of part VI of the Road Traffic Act 1988. A copy of the original certificate of insurance or cover note relating to each vehicle which shows those persons entitled to drive must be retained by the operator on the premises specified on the license. Where the policy is a fleet policy confirmation that the vehicle is included on the schedule of vehicles will also be required in addition to the insurance certificate.
26. MOT – The operator must at all times ensure that each vehicle has a valid

MOT test certificate if required by law.

Fares

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

Other requirements

28. The Operator must comply with all other relevant statutory requirements. The Operator must also take all reasonable steps to ensure that any drivers they employ or uses comply with relevant statutory requirements. The most common statutory requirements are set out in the Council's guidance and policy statement accompanying these conditions.

The license holder must meet all the conditions of this license. Breach of these conditions may lead to the suspension of the operator's license and consideration of revocation of the license and/or where appropriate prosecution or penalty points.

I acknowledge receipt of these conditions

Signature:

Date:

Printed:

PLEASE NOTE THAT SHOULD YOU FEEL AGGRIEVED BY ANY OF THE CONDITIONS SET OUT ABOVE THEN YOU HAVE A RIGHT OF APPEAL TO THE MAGISTRATES COURT WITHIN 21 DAYS FROM THE DATE WHEN THE LICENSE IS ISSUED. YOU ALSO HAVE A RIGHT OF APPEAL TO THE MAGISTRATES COURT AGAINST REFUSAL TO ISSUE A LICENSE WITHIN 21 DAYS FROM REFUSAL.