

## **SOLIHULL METROPOLITAN BOROUGH COUNCIL**

### **PRIVATE HIRE OPERATOR CONDITIONS OF LICENCE**

#### **Interpretation**

In these conditions:-

- a) "The Licensing Authority" means Solihull Metropolitan Borough Council.
- b) "Authorised Officer" means any Officer authorised by the Licensing Authority or any Police Constable.
- c) "Operator" means the person to whom the Licensing Authority has granted the Private Hire Operator's Licence to which these conditions apply. In the case of a partnership "operator" means each of the partners, and in the case of a company, "operator" means each of the company directors and the company secretary.
- d) "Licence" means the Private Hire Operator's Licence, granted by the Licensing Authority.

#### **Introduction**

This licence is granted to you subject to you complying with the following conditions of licence. The Licensing Authority reserves the right to vary these conditions or impose further conditions at any time.

Failure to comply with any of the conditions may lead to a prosecution or could lead to your licence being suspended, revoked or not renewed by the Licensing Authority.

Possession of this document does not guarantee that the licence is in force. Its validity may be established by the Licensing Authority.

If you are aggrieved by any of these conditions attached to your licence you may make an application for exemption from them and attend a hearing before the appropriate committee. Alternatively you can appeal to a Magistrates Court within 21 days of the service of this licence and conditions on you.

If you have any difficulty in understanding or complying with any of the conditions below, please inform the Licensing Authority immediately so that arrangements can be made to assist you in that respect.

These conditions are attached to your licence in addition to any other legal requirements to which you are required to comply. These include, but are not restricted to, the Local Government (Miscellaneous Provisions) Act 1976.

## **1. Notification to the Licensing Authority**

- 1.1 If the Operator is convicted of any offence, or is cautioned, or receives a fixed penalty notice, or has a court case pending, or is under investigation by any other Licensing Authority or other Enforcement Agency, or has any other licence suspended, revoked or refused, he/she must report the details in writing (electronic) to the Licensing Authority within seven days.
- 1.2 If the Operator is charged or summonsed for any offence, has a court case pending or receives any civil injunction, he/she must report the details in writing (electronic) to the Licensing Authority within seven days.
- 1.3 If any company or limited liability changes its registered office or if any changes are made to the ownership or management of a company, the Operator must report the details in writing (electronic) to the Licensing Authority within seven days.
- 1.4 An Operator will be required undergo a Standard Disclosure & Barring Service (DBS) check at the time of every licence renewal. The Licensing Authority may also require Operators to subscribe to the DBS update service so that a regular check of the certificate can be undertaken. Failure to disclose any spent or unspent convictions or any cautions at any time may result in formal action being initiated against the Operator.
- 1.5 The licence is only granted in respect of the premises notified to the Licensing Authority at the time of application. The premises from which the Operator conducts his/her business must be within the district of this authority.
- 1.6 The Licensing Authority has the right to refuse the grant of an Operator's licence where the proposed business name is the same as, or similar to that of an existing Operator licensed by this Licensing Authority, or any other Authority within the region. The Licensing Authority also has the right to refuse to grant or renew an Operator's licence, where the business name is either changed, or made up from a collection of other Operator names operating within this Licensing Authority area, or any other Authority district within the region.
- 1.7 If the Operator intends to change the business address of the operation, written consent must first be obtained from the Licensing Authority and if approved, the original licence must be returned before any new licence is granted. Consent will only be granted in respect of those premises which have planning permission to be used as a Private Hire Operator's business. It is for the Operator to ensure appropriate planning permission has been obtained.
- 1.8 At all times, an Operator must ensure that all vehicles and drivers operating under the licence are compliant with the legislation and conditions relevant to Private Hire Drivers and Vehicles.
- 1.9 The licence is not transferable and must be on display on the premises in a prominent position. The Operator shall at all times keep a copy of these conditions

on the premises to which this licence relates and shall make the same available for inspection by an Authorised Officer at any reasonable time. If the Operator has a website, the licence number and the name of the Licensing Authority must be included.

## **2. Insurance and policies**

- 2.1 The Operator will have in force a current public and employees' liability insurance policy, a copy of which will be made available to the Licensing Authority if requested.
- 2.2 If the Operator employs more than 5 people, he or she will have a Health and Safety policy available for inspection by an authorised officer and the relevant notices shall be displayed on the premises.

## **3. Documents to be kept by the Operator**

- 3.1 The Operator must retain a copy of the Private Hire Driver's Licence issued by the Council under Section 51 of the Act prior to engaging a driver. The Operator must also retain a copy of the driver's current DVLA licence. These documents must be retained for the entire period the driver is engaged and for a further twelve months afterwards.
- 3.2 The Operator will maintain up to date records of all private hire and hackney carriage vehicles operated by him. The record must show for each vehicle:
  - a) The vehicle licence number
  - b) Name, address, contact details to whom the vehicle licence is granted
  - c) Make and registration number of vehicle
  - d) Copy of current certificate of insurance or cover note
  - e) Date the vehicle was accepted to undertake work under the licence
  - f) Date the vehicle ceased to accept work under the licence
- 3.4 The information may be recorded electronically or in paper form, but must be easily searchable and accessible for the purposes of responding to enquiries from an authorised officer.
- 3.5 The information regarding vehicles, drivers and insurance must be retained on the Operator's premises for at least twelve months and be available for inspection by an authorised officer at any reasonable time.

## **4. Records**

- 4.1 Operators must keep records of all bookings, and vehicles and drivers operated, either in a suitable hard back book, which has consecutive page numbers, or a computer database that has been approved by the Licensing Authority prior to the grant of the licence. If any changes are planned to the book or computer database,

the Operator must inform the Licensing Authority at least 14 days before the changes are implemented.

4.2 Before each journey is commenced, the following details must be recorded in the book/computer database:

- a) The name or signature (where applicable) of the person making the record and the radio operator for each period of duty.
- b) The time and date of the booking
- c) The name of the hirer
- d) The date, time and point of pick up
- e) The destination (where available)
- f) The time a vehicle was allocated to the booking
- g) The driver's call sign, badge number and/or registration number of the vehicle allocated for the booking
- h) The fare agreed for the journey (where appropriate)
- i) Remarks or notes (including details of any sub-contract)

4.3 It shall be the responsibility of the Operator to ensure that if records are kept in a book, they are entered immediately after they have been accepted (or as soon as reasonably practicable), are kept in a legible manner and are written in ink. Times must be recorded using a 24 hour clock.

4.4 It is a further condition that the Operator must pass the following information to the driver at the time of the booking:

- a) The name of the hirer
- b) The time and point of pick up
- c) The destination (where available)
- d) The fare (if applicable)

4.5 The Operator must be able to determine at any given time, the details of all private hire vehicles operated by him/her and must include details of the vehicle proprietors, registration number name of the driver in each case, together with the approved call sign or other identification allocated to each driver. The Operator must keep all records of any changes to call signs or other identification of a particular driver.

4.6 All records shall be kept for at least twelve months and be readily available for inspection by an Authorised Officer of the Council or Police Constable at any time during the hours of operation.

4.7 Within the controlled district of Solihull, the Operator must operate only those private hire vehicles and drivers licensed by Solihull Metropolitan Borough Council.

## **5. Staffing**

5.1 The Operator, or a responsible person over the age of 18 and nominated by the Operator in writing to the Licensing Authority, must be on the premises and in charge of the operation and immediately contactable by any authorised officer at any time during business operation.

- 5.2 The Operator must also ensure that any person left in charge of the premises in the absence of the Operator(s) is fully aware of these conditions of licence, in particular those relating to the keeping and maintaining of records for drivers, vehicles, and bookings, and the need to comply with the conditions at all times.
- 5.3 The Operator must ensure that all staff employed or contracted by him who can access personal information in relation to bookings, contracts etc. are suitable to be working in that environment. In doing so, they must undertake relevant checks which must include (but is not limited to) requiring a basic disclosure certificate for those employees/contractors.
- 5.4 Any certificate showing convictions relating to sexual offences, violence or dishonesty should be shared with the Licensing Authority as soon as possible, but in any case within seven days, so that an Authorised Officer can consider the suitability of the employee.
- 5.5 A statement or policy on what the Operator considers suitable criteria for determining the fitness and propriety of those employees/contractors must be made kept by the Operator, reviewed periodically and made available for inspection by an authorised officer at any reasonable time.
- 5.6 The Operator must keep and maintain at the premises to which this licence relates, a register of all members of staff, to include the following information:
- a) Full name
  - b) Date of Birth
  - c) Home address
  - d) National Insurance number
  - e) Contact telephone number
  - f) Any code they may have been allocated
  - g) The dates their employment commenced and terminated
  - h) Documentary proof of identification
  - i) Documentary proof that the employee has been registered with HMRC
  - j) Documentary proof of the employee's right to work in the UK

The above must be made available to an authorised officer for inspection at any time during operational hours.

## **6. Fleet insurance policies**

- 6.1 Operators using vehicles under a fleet policy must ensure that details of each Private Hire Vehicle are listed on the insurance certificate, the schedule, or the policy itself.
- 6.2 Similarly, any Private Hire Driver authorised to have use of such vehicle should again be named on the certificate, the schedule, or the policy itself.

6.3 Operators should ensure that accurate records are kept at all times to identify the driver using any particular vehicle at any particular time.

6.4 All Insurance documents produced to the Licensing Authority should be in their original format (if the original format is electronic, this is acceptable).

## **7. Advertising**

7.1 The Operator shall advertise the business in the name indicated on the Private Hire Operators licence or in any manner that gives rise to confusion with any other Private Hire Operator licensed by this Licensing Authority or any other Licensing Authorities in the region.

7.2 All Private Hire Vehicles operated must display at least one operator identification sign on either side of the vehicle on either the front or rear doors. Windscreen signs are also permitted but they must be displayed in such a manner that does not obstruct the driver's view. Signage must include the following:

a) The current trading name of the business operating the driver and vehicle (as specified on the licence)

b) The corresponding telephone number or app details of that business

7.3 The call sign of the driver must be displayed in the front and rear windscreens.

7.4 All external signs must be made of a weatherproof material.

7.5 Vehicles that have been granted an exemption by the Licensing Authority not to display a licence plate or Operator signage will be required to carry the plate in the boot of the vehicle, together with documentation confirming details of the exemption, the Operator and call sign.

7.6 The operator shall not cause or permit the words 'taxi', 'cab', or 'for hire' or any other word or combination of letters that may lead any person to believe that the vehicle may be a hackney carriage on any private hire vehicles operated under his licence.

7.7 An Operator shall not 'pass off' or advertise his/her business using a similar name, font, or colour scheme to that of any other Operator licensed by the Licensing Authority or any other Licensing Authority within the region.

## **8. Complaints**

8.1 The Operator must designate a named complaints manager and must have a documented complaints procedure in place. The Operator must establish a procedure to fully investigate any complaints made by passengers, or other members of the public. An accurate record of the complaint must be kept showing, as a minimum, the following information:

a) Date and time of incident

- b) Complainant's details (including contact details)
- c) Incident details
- d) Identity of driver and/or vehicle (including badge and plate number)
- e) What actions the Operator has taken or proposes to take
- f) Outcome of complaint

8.2 Complaint records must be kept for a minimum of twelve months.

8.3 The Operator shall ensure that when a customer reports an incident or makes a complaint, the customer is informed that in certain circumstances his or her details may be passed to the Licensing Authority or police in order for them to investigate further. This can be done (for example) by way of a statement on the business website, app or recorded message on the telephone line (or a combination).

8.4 Complaints must be categorised into levels of seriousness that will determine the action to be taken, as follows:

8.4.1 Level 1 – Immediate action – these complaints must be referred to the Licensing Authority (and the police where appropriate) immediately, and in any case within 24 hours:

- a) Sexual assault or misconduct involving any sort of touching or physical contact
- b) Inappropriate sexual remarks, language or questioning
- c) Physical assault or altercations
- d) Serious verbal altercations to customers or staff including the threat of violence with or without a weapon
- e) Accidents with serious injury/fatality
- f) Allegations of driving under the influence of alcohol or drugs
- g) Driver arrested or detained by the police
- h) Theft from a customer/passenger

8.4.2 Level 2 – Investigation first – these complaints must be referred to the Licensing Authority after investigation, but within seven days:

- a) Verbal altercations, including raised voices, angry remarks towards other motorists/pedestrians, use of foul or inappropriate language, aggression etc.
- b) Refusal to return property
- c) Plying for hire/touting
- d) Poor standard of driving
- e) Substantiated overcharging
- f) Post-trip contact by driver
- g) Poor condition of vehicle or driver

8.5 The lists in each category are non-exhaustive and if there is any doubt, the Operator should refer the complaint to the Licensing Authority as soon as possible for further advice.

8.6 The complaint records should be made available to the Licensing Authority on request.

## **9. Lost Property**

9.1 Reasonable attempts must be made to return any lost property to its owner. If this is not possible, it must be retained by the Operator for a period of six weeks after which time any unclaimed items may be claimed by the person who handed in the property.

9.2 Perishable goods, such as frozen foods, dairy products, fruit and vegetables should be disposed of at the discretion of the Operator.

9.3 The Operator must have a system for recording and storing all lost property. This should show (as a minimum):

- a) The date and time the item was found
- b) The location where the item was found
- c) A description of the item including any identifying features
- d) The name and contact details of the person who found it
- e) Details of what attempts have been made to return the item to its owner
- f) Collection date (if applicable)
- g) Destruction date (if applicable)

## **10. Meters/Radios/PDAs/Handheld mobile devices**

10.1 If any vehicles operated are fitted with a meter, the rate of fares at which the meter is calibrated shall be displayed within the vehicle or available to customers on request.

10.2 Any radio communication device, PDA, satellite navigation system or handheld mobile device installed in the vehicle by the Operator shall be securely fixed and fitted in such a position that it does not impair the drivers view or interfere with his control of the vehicle when it is in motion.

## **11. Standards of Service**

11.1 An Operator shall ensure as far as possible that when a private hire vehicle has been hired it shall attend punctually at the appointed time and place.

11.2 The Operator shall not cause or permit a greater number of passengers to be conveyed in a vehicle, which exceeds its licensed capacity.

11.3 An Operator, to the best of his/her knowledge, shall ensure that all drivers operated by him/her are clean and presentable and that the vehicles dispatched are clean and in a roadworthy condition.



## **12. Touting**

12.1 The Operator shall not:

- a) Tout or solicit any person to hire or be carried for hire in any private hire vehicle;  
or
- b) Cause or procure any other person to tout or solicit any person to hire or be carried for hire in any private hire vehicle;  
unless the details of the journey have been recorded as a booking before the commencement of the journey.

## **13. Premises**

13.1 Any rooms or areas provided for the public for waiting or making bookings must be clean, adequately heated, ventilated, well lit and have adequate seating facilities. If any such rooms are provided for use by the public, the Operator must hold public liability insurance for those areas if relevant.

13.2 Smoking is not permitted in any areas of the premises, at any time.

## **14. Assistance Dogs/Wheelchair Users**

14.1 In the case of a passenger who is accompanied by an assistance dog, the Operator shall not refuse to accept the hiring merely because the dog is accompanying the passenger.

14.2 An Operator may not make any additional charge for the carriage of a guide/assistance dog, the conveyance of a wheelchair, or other equipment required by a person suffering from a disability.