

## **SOLIHULL METROPOLITAN BOROUGH COUNCIL**

### **PRIVATE HIRE VEHICLE PROPRIETOR'S 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) "Licence" means the Private Hire Vehicle Proprietor's Licence, granted by the Licensing Authority.
- d) "Proprietor" means the person or company that own the vehicle, and to whom this licence is granted. In the case of a partnership, "proprietor" means each of the partners, and in the case of a company, "proprietor" means each of the company directors and the company secretary.
- e) "Vehicle" means the vehicle to which this licence relates.
- f) "Driver" means any person that is legally licensed and insured to drive the vehicle.
- g) "Operator" means the licensed person or company that is operating the vehicle and driver.

#### **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, nor does it guarantee that the licensed vehicle is in an on-going roadworthy condition. 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 of 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. Maintenance of the Vehicle and Safety Equipment**

1.1 The proprietor shall:

- a) Provide sufficient means by which any person in the vehicle may communicate with the driver;
- b) Ensure the roof of the vehicle is kept watertight;
- c) Provide adequate windows on the vehicle and ensure they are full operational in terms of opening and closing them;
- d) Ensure the seats are properly cushioned and covered;
- e) Ensure the floor is provided with a proper carpet, mat or other suitable covering;
- f) Properly maintain the fittings and furniture to ensure it is kept in a clean, safe, tidy and comfortable condition and all relevant statutory requirements (including those contained in Motor Vehicles (Construction and Use) regulations) are fully complied with;
- g) Provide means for carrying and securing luggage;
- h) Ensure all paintwork is maintained to a high standard and is free from dents, scratches and rust;
- i) Ensure all wheels are fitted with alloy wheel centre discs or wheel trims that are matching, free of scratches and damage, and securely fixed
- j) Provide properly fitted seat belts and anchorage points for all seats and ensure they are kept in good condition and working order.

1.2 The proprietor shall ensure that either a full-sized spare wheel, the original manufacturer's space saver wheel, or an appropriate and adequate tyre sealant is carried in the vehicle at all times and used in appropriate circumstances.

1.3 Vehicles must only have windows with manufacturers' tints that allow a minimum light transmission of 20%.

1.4 Vehicles used for school transport contracts should not have tinted windows of any description. Minimum light transmission must be 75% through the front windscreen, and 70% on all remaining windows.

1.5 Proprietors of vehicles used solely for executive or VIP work may apply for an exemption from 1.3 above, on production of appropriate evidence of this work. The Licensing Authority will consider these exemption requests on a case by case basis.

1.6 No material alteration or changes in the specification, design, condition or appearance of the vehicle must be made without the prior written (electronic) approval of the Licensing Authority at any time whilst the licence is in force.

## **2. Identification Plate/Exterior markings**

- 2.1 The exterior licence plate issued by the Licensing Authority bearing the number of the licence and granted in respect of the vehicle shall be securely fixed to the satisfaction of the Licensing Authority on the rear outside of the vehicle. This can be done by use of a bracket supplied by the Licensing Authority, screws, strong magnets or industrial strength Velcro.
- 2.2 The exterior licence plate must be kept clean and in such condition that the information contained thereon is clearly visible to public view.
- 2.3 The exterior licence plate should not be wholly or partially concealed and should not be altered in any way.
- 2.4 The exterior licence plate must be positioned immediately adjacent to the vehicle registration plate area in a manner so as not to obstruct or obscure the vehicle registration plate.
- 2.5 The exterior licence plate must be positioned in such a manner to allow it to be easily removed by an Authorised Officer.
- 2.6 The exterior licence plate must not be removed by the proprietor or driver without express written (electronic) permission of the Licensing Authority.
- 2.7 The vehicle 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 operator's licence)
  - b) The corresponding telephone number or app details of that business.
- 2.8 Under no circumstances should operator identification signs of more than one operator be displayed on the vehicle at the same time.

## **3. Interior Markings**

- 3.1 The proprietor shall display the interior licence plate inside the vehicle on the near side of the windscreen, ensuring it is clearly visible to persons both inside and outside of the vehicle.
- 3.2 The proprietor shall ensure the call sign allocated to him/her by the operator is displayed in the front and rear windscreens.

3.3 'No Smoking' signs must be displayed in or on the vehicle in accordance with the Health Act 2006.

#### **4. Signs, Notices, etc.**

4.1 No signs, notice, advertisements, plates, marks, numbers, letters, figures, symbols, emblems or devices whatsoever shall be displayed on, in, or from the vehicle without the express written (electronic) permission of the Licensing Authority.

4.2 The foregoing provision of this condition shall not apply to a sign on or from a private hire vehicle that indicates membership of a recovery/breakdown organisation.

#### **5. Deposit of Driver's Licences**

5.1 If the proprietor of this vehicle permits or employs any other person to drive the vehicle as a private hire vehicle, he/she shall, prior to engaging them, ensure that a copy of his/her private hire driver's licence is retained until such time as the driver ceases to be permitted or employed to drive the vehicle.

#### **6. Insurance**

6.1 The vehicle must be insured at all times. The proprietor shall produce to the operator a current valid certificate of insurance or cover note(s) to show proof of continuing insurance cover to permit the vehicle to be used for private hire purposes.

6.2 A copy of the insurance certificate or cover note must be submitted to an authorised officer within 24 hours on request.

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

7.1 If the vehicle is 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.

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

#### **8. Electric Vehicles**

8.1 If the vehicle is an electric vehicle, it must be capable of travelling a minimum range of 86 miles on a full charge.

8.2 The vehicle battery must be capable of a rapid charge to at least 80% capacity within one hour of charging.

## **9. Wheelchair Accessible Vehicles (WAVs)**

9.1 If the vehicle is a designated wheelchair accessible vehicle, the proprietor should ensure that all drivers are familiar with all equipment fitted to enable hire by a wheelchair user, including its correct operation, before allowing them to drive the vehicle.

9.2 Drivers must comply with their duties under the Equality Act 2010, namely:

- a) To carry the passenger while in the wheelchair
- b) Not to make any additional charge for doing so
- c) If the passenger chooses to sit in a passenger seat, to carry the wheelchair
- d) To take such steps as are necessary to ensure the passenger is carried in safety and reasonable comfort
- e) To give the passenger such mobility assistance as is reasonably required.

9.3 If the driver has been granted a medical exemption by the Licensing Authority, the exemption certificate must be clearly displayed in the vehicle.

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

10.1 The proprietor must notify the Licensing Authority of any accident that has taken place in his/her private hire vehicle, that may have caused damage affecting the safety, performance or appearance of the vehicle, or the comfort or convenience of the driver or passengers. This should be done as soon as possible and in any case within 72 hours.

10.2 The vehicle may NOT be sold, exchanged or the proprietor changed without first notifying the Licensing Authority, in writing (electronic) and completing the necessary documentation.

**10.3 The proprietor shall notify the Licensing Authority, in writing, the full details of any conviction, caution or fixed penalty notice imposed on him/her during the period of the licence. This should be done immediately and in any case within seven days of the date of the conviction, caution or imposition.**

10.4 The proprietor shall notify the Council in writing (electronic) of any change of his/her address during the period of the licence within seven days of such change taking place.

10.5 If the vehicle ceases to operate as a licensed private hire vehicle, the proprietor must surrender his/her vehicle plates and paper licence to the Licensing Authority within seven days.

## **11. Accident Management/Leasing Companies**

11.1 . If the proprietor is an accident management company or a leasing/hiring company, he/she must keep accurate records of which driver is using the vehicle at any particular time. He/she must inform the Licensing Authority before the hiring of the vehicle and must provide the following information:

- a) The completed vehicle 'On Hire' form
- b) Proof of appropriate insurance

11.2 The records of which driver is using the vehicle at any particular time must be kept for a minimum of 12 months and produced to the Licensing Authority on request.

11.3 The accident management company or leasing/hiring company will also be expected to comply with any other reasonable requirements of the Licensing Authority.

## **12. Licences**

12.1 The proprietor must report the loss or theft of either of the vehicle licence plates or the paper licence to the Licensing Authority as soon as possible and in any case within 7 days of knowledge of the loss or theft. A replacement can be issued upon payment of a fee.

12.2 The proprietor shall, upon the expiry, revocation or suspension of this licence, or at the request of an Authorised Officer, return the vehicle licence plates and paper licence to the Licensing Authority within 14 days. The plates remain the property of the Licensing Authority.