

KNOWSLEY MBC PRIVATE HIRE OPERATOR- CONDITIONS OF LICENCE

1. LICENCE ISSUE, RENEWAL AND FEE

This Licence shall remain the property of the Council at all times. It may, prior to the expiry date of the licence, be renewable on the satisfactory determination of an application made by the Operator to Knowsley Council, providing the fee is paid prior to issue of the licence.

Any licence which is obtained via a payment which is dishonoured will be immediately ineffective until such fee has been paid in full.

2. RETURN OF LICENCE

The Operator shall immediately return this Operator's licence to the Council in the event of the surrender of the licence or on service of a Notice of the suspension or revocation of the licence under the provisions of Section 62 (1) and (2) of the 1976 Act.

3. PREMISES

The Operator's premise(s) from where bookings are accepted and despatched must be within the Knowsley Council area and all such premise(s) must be listed on the licence before being used as an operating base.

4. PLANNING PERMISSION

The Operator shall not commence using any premise(s) within Knowsley for private hire operation without having first obtained written planning permission (or a planning waiver from the council) for such use as is set down in their application and licence.

5. SINGLE VEHICLE OPERATOR PLANNING WAIVER

Planning permission will not be required in the case of a single vehicle operator who accepts, as part of his application, the following supplementary licence conditions:

1. There will be no personal callers to the premise;
2. There will be no radio mast erected at the premise;
3. Only a resident of the premise may drive the single licensed vehicle;
4. Only routine maintenance of the vehicle may take place at the premise;
5. No unnecessary obstruction of the highway may result from this licence.

6. CHANGE IN CIRCUMSTANCES

1. The Operator shall notify the Council in writing at least 7 days in advance of any proposed change to either home address or operating premise(s) address.
2. The Operator shall not without the prior written consent of the Council make any change(s) to the trading name or telephone numbers used for the operation.

7 RADIO AND DATA TRANSFER EQUIPMENT

The Operator shall ensure that any radio and data storage equipment at the premise(s) and which is used in connection with his business, shall comply with all relevant statutory requirements and any relevant codes of practice then in force whilst the licence remains in force.

8. WAITING AND RECEPTION ROOM

The Operator shall ensure that if any room is provided for the purpose of booking or waiting, it shall be kept clean, adequately lit, heated and ventilated at all times. Such a room must be kept physically separate from any driver rest or operations room area.

If the operator does provide a room for the use of passengers there shall be clearly displayed for easy examination by such passengers:

1. a copy of this private hire operator's licence;
2. a copy of the current Public Liability Insurance Certificate;
3. a copy of these private hire operator's licence conditions;
4. a copy of this operators current fare chart;

9. NUISANCE TO NEARBY RESIDENTS AND BUSINESSES

The Operator shall at all times carry out the operation so as not to cause unnecessary nuisance, annoyance or inconvenience to nearby residents and businesses.

10. VEHICLES AND DRIVERS ELIGIBLE TO RECEIVE BOOKINGS

Only Knowsley MBC- licensed private hire vehicles and Knowsley MBC-licensed private hire drivers may be operated under the provisions of this Knowsley MBC private hire operator licence.

A Knowsley MBC- licensed private hire operator may also provide bookings to a Knowsley MBC-licensed hackney carriage. Such an operator must ensure that for journeys commencing within the borough boundaries the hackney driver is aware that the maximum fee chargeable for the booking must not exceed the relevant council-set hackney carriage fare as displayed on the taxi meter, which taxi meter must be engaged at point of hire.

11. VEHICLE DOOR SIGNS AND ADVERTISING CARDS

1. No business cards or other advertising material, likely to cause offence or which could reasonably be interpreted as being offensive shall be distributed by or on behalf of the Operator.
2. The Operator shall ensure that all vehicles registered with the operation shall only display private hire vehicle condition compliant door signs or other signs that have been previously approved by the Council.

3. The Operator shall ensure that an adequate stock of door signs is maintained at all times.

12. LOST AND FOUND PROPERTY

Any Private Hire Operator licensed by Knowsley shall have a Private Hire Operator's Lost/ Found Property Policy, including (if any) provision for reimbursement of expenses incurred in returning the item to its' owner;

The Operator, on adopting such a Policy shall lodge a copy of the Policy with Knowsley MBC;

In as far as is possible the Operator should ensure all associated licensees follow that policy;

13. COMPLAINTS

The Operator shall, immediately on receipt of a complaint, investigate in a timely manner and report to the complainant the result of their enquiries and the Operator shall document in a suitable book or other approved system the following information:

- a) Date and time of complaint;
- b) Contact details of complainant;
- c) Name of driver against who the complaint has been made;
- d) Badge number of driver;
- e) Vehicle registration number;
- f) Full details of the complaint being made;
- g) Date investigation completed;
- h) Action taken by the Operator.

The complaint records referred to above shall be kept at the Operators premises and shall be immediately available at the request of an Authorised Officer or Police Officer at all reasonable times. Records shall be kept for a period of at least 6 months.

14. SUPERVISION OF EMPLOYEES, DRIVERS AND VEHICLES

1. The Operator is wholly responsible for the actions of any employees whilst they are acting in their appointed duties and for ensuring that any such person is compliant with & aware of, whilst working, these Private Hire Operator conditions and all Operator Policies.
2. The operator shall take all reasonable steps to ensure that all drivers of licensed vehicles associated with the operation are aware of all relevant licensing conditions and relevant statutory requirements;

The operator shall ensure, in so far as is possible, that their method of operation does not enable drivers to easily offend against the licensing legislation including any provisions against illegal plying for hire and obstruction of hackney stands.

15. FARE CHARGES

1. Where a request for a hiring is received the Operator shall, if so requested, inform the person making the booking of the basis of the hire charge.
2. The Operator shall give the Council 28 days' notice in writing of any intended change to their fares and shall supply the Council with an up to date copy of their fares on receipt of a request at any time whilst the licence is in force.
3. The Operator shall supply each private hire vehicle associated with the operation with an up to date copy, whether by paper or electronic means, of the operator's charges to assist in the calculation of fares.

16. HIRINGS

1. The Operator shall ensure that when a vehicle has been hired to be in attendance at an appointed time and place, the vehicle shall, unless delayed or prevented by sufficient cause, punctually attend at that time and place.
2. The Operator shall, so far as is possible, ensure that drivers are not directed by any Operator or employee to pick up or set down passengers at any place that may cause a risk of accident to others or cause obstruction of the highway.

17. MATTERS TO BE REPORTED TO THE COUNCIL

The Operator shall during the life of the licence report to the Council, in writing , within 7 days of the event any of the following:

1. Being charged with any criminal or motoring offence;
2. The receipt of a conviction, fixed penalty or endorsement;
3. The receipt of a formal caution or warning;
4. The loss or destruction of the private hire operator licence copy;
5. Any allegation that a driver licensee may have dishonestly retained any property left in a licensed vehicle by a hirer where the driver has apparently not complied with the Private Hire Operator Lost/ Found Property Policy.
6. On at least a weekly basis a list of the details of any driver leaving the company.

18. DETAILS OF RECORDS REQUIRED TO BE KEPT BY AN OPERATOR

1.VEHICLES:

1. the name and address of the licensed proprietor;
2. the vehicle licence plate number and expiry date;
3. the registration number;
4. make, model, type and colour;
5. copy of the current Insurance Certificate;

2.DRIVERS:

1. The Operator shall keep at his premises a copy of the Private Hire Driver's Licence of all drivers employed or used by the operation.
2. If a computer system is used that system must relate the licence number to the call sign (if any) used to identify the driver.

3.INDIVIDUAL BOOKINGS FOR JOURNEYS-

1. **Any operator not using a GPS or IVR system** shall record prior to the commencement of a booking sufficient identifiers to be able to efficiently identify and later trace that booking and these details shall include:
 - a) The time and date of booking;
 - b) The picking up and setting down points, by reference to street or premises names;
 - c) The date and time when the journey is to commence;
 - d) The name of the hirer where possible;
 - e) The plate number and registration number and/or call sign of the vehicle allocated;
 - f) The name and badge number of the driver allocated to the booking;
 - g) The details of any sub-contract to or from another licensed operator.
2. **Any operator using a GPS and/ or IVR system** shall record prior to the commencement of a booking sufficient identifiers to be able to efficiently identify and later trace that booking and these details shall include:
 - a) The time and date of booking and the picking up point, by reference to street or premises names;
 - b) The date and time when the journey is to commence;
 - c) The plate number and registration number and/or call sign of the vehicle allocated;
 - d) The name and badge number of the driver allocated to the booking;
 - e) The details of any sub-contract to or from another licensed operator.

At the termination of any such hiring the GPS system must update that individual journey record with the actual destination dropping off point by reference to street or premises names so as to ensure that the best available record is available in the event of a complaint or query.

4.RETENTION AND PRODUCTION OF RECORDS

1. A record of all bookings shall be kept in chronological order in an easily-accessible data protection compliant system whether manual or computerised or otherwise;
2. Computer records - if a computer system is used, the operator must be able to provide a print-out of these details upon receipt of a request;
3. These records shall be kept at/ be accessible at the premise(s) listed on the licence for at least 6 months from the date of the last entry.

Any or all of these records shall be produced on request to an authorised officer or police constable at all reasonable times. The authorised officer or police constable may, upon issue of a receipt, remove such records from the premises and secure them securely.

FAILURE TO COMPLY WITH ANY OF THE ABOVE CONDITIONS MAY RESULT IN THE PRIVATE HIRE OPERATOR'S LICENCE BEING SUSPENDED OR REVOKED OR IN THE CASE OF AN APPLICATION TO RENEW THE LICENCE BEING REFUSED.

(LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1976)

Valid for all private hire operator licences issued from 0900 on the 22.09.2019 and for those operators who have requested the new conditions are applied as a commercial benefit to their business