1. Contract made with operator

Every contract of hire of a private hire vehicle shall be deemed to be made with the operator who accepted the booking.

2. Records of bookings

2.1 The operator shall keep a record of particulars of every booking invited or accepted by him and shall produce such record for inspection on request from any Authorised Officer of the Council or from any Constable.

2.2 The particulars of booking shall be made in writing and be kept for not less than 6 months.

2.3 The particulars of booking shall be on A4 format and contain the following ruled columns on each page; date and time of booking; person called; telephone number and location; destination; plate number of vehicle allocated to call. The date and sheet number shall also be recorded.

2.4 Any other method of keeping particulars of booking shall be subject to prior approval in writing from the Council Solicitor.

3. Other records to be kept

The operator shall keep a record of the following matters and shall produce such record on request from any Authorised Officer of the Council or from any Constable.

3.1 a copy of the current Dual Driver Licence for every driver using the system;

3.2 the current address of each such driver;

3.3 a copy of the current Private Hire Vehicle Licence for every private hire vehicle using the system;

3.4 a copy of the current Hackney Carriage Vehicle licence for every hackney carriage vehicle using the system;

3.5 a copy of a current certificate of insurance in respect of each vehicle.

4. Responsibility regarding licensing and insurance of system users

The operator shall ensure that every vehicle and driver operated by the operator is fully and adequately licensed and insured at all times.

5. Duty to co-operate

The operator shall co-operate fully with any Authorised Officer of the Council and with any Constable in respect of any enquiries made whether involving drivers and / or vehicles currently on the system or formerly on the system.

6. Notification of change of address

The operator shall give notice in writing to the Council's Licensing Department of any change of address or the address of any of the premises from which he/she operates during the period of the licence 7 days prior to the change taking place.

7. Disclosure of convictions

The operator shall immediately disclose to the Council's Licensing Department in writing details of any conviction imposed on him/her during the period of this licence.

HALTON BOROUGH COUNCIL

8. Planning permission

8.1 This licence is issued subject to planning permission (for the use of the premises where he or she operates for private hire operator purposes) remaining in force and to all conditions attached to any such planning permission being complied with provided that this condition shall not apply if such planning permission has been determined to be unnecessary.

8.2 Written proof from the Council's Planning Department is required stating either that Planning Permission is required and obtained or that Planning Permission is not required.

8.3 The cost associated with this confirmation is to be paid by the applicant.

9. Guide Dogs etc.

The operator shall ensure that the driver of all vehicles operated by the operator shall at the request of any passenger carry a guide dog, hearing dog or other assistance dog belonging to a passenger free of charge provided that such carriage shall not be mandatory if the driver has a proven medical condition that would preclude such action which has been previously registered by the Council Solicitor.

10. Assistance to passengers

The operator shall ensure that:

10.1 Drivers afford reasonable assistance to all passengers to enable then to get to and from the entrance of any building, station or place at which he may take up or set down such passengers unless the driver has a proven medical condition that would preclude such action which has been previously registered by the Council Solicitor. (In addition to this requirement, drivers are reminded of their obligations in respect of luggage).

10.2 Passengers using wheelchairs are not to be discriminated against and are carried on request provided that in the case of powered wheelchairs this requirement shall only apply to vehicles which are physically capable of accommodating powered wheelchairs.

10.3 Wheelchairs belonging to a passenger are to be carried free of charge.

11. Suspension, revocation or refusal to renew licence.

The Council may suspend, revoke or refuse to renew the licence on the following grounds:

11.1 any offence of non - compliance with Part II of the Local Government (Miscellaneous Provisions) Act 1976;

11.2 any conduct on the part of the operator which appears to the Council to render him or her unfit to hold an operator's licence;

11.3 any material changes since the licence was granted in any circumstances of the operator on the basis on which the licence was granted;

11.4 any other reasonable cause.

12. Offences

HALTON BOROUGH COUNCIL

Failure to comply with any of the conditions attached to the licence may result in prosecution.

13. Discretion of the Council

The Council reserves the right to exercise its discretion at any time in connection with any of these conditions.

14. Passenger Carrying Vehicle

A private hire operator must not provide (to include sub-contract) a vehicle that is able to carry more than 8 passengers without first obtaining written or verbal consent of the hirer. The hirer must be made aware that neither the vehicle, nor the driver (where applicable) are licensed by Halton Borough Council and as such are subject to different checks, The hirer must also be informed that the driver is not required to have an enhanced DBS check. Verification of consent must be kept for a period as stated in 2.2 of these conditions.

15. Sub-Contracting

15.1 Where the operator has accepted a booking but proposes to arrange for another person to provide a vehicle to carry out the booking (that is, to sub-contract the booking):

15.1.1 The operator shall record both the acceptance of every such booking as well as the sub-contracting of every such booking;

15.1.2 The operator shall not sub-contract any booking unless the operator has a current copy (at the operator's premises) of the other operator's private hire operators' licence whether such other operator is licenced within the Borough of Halton or elsewhere.

15.2 Where the operator proposes to provide a vehicle to carry out a booking which has been accepted by another operator (that is, to act as the sub-contractor for the booking):

15.2.1 The operator shall record the acceptance of every such sub-contracted booking as being a sub-contracted booking;

15.2.2 The operator shall not accept such sub-contract unless the operator has a copy (at the operator's premises) of the other operator's private hire operators' licence whether such other operator is licenced within the Borough of Halton or elsewhere.

15.3 Where a person holds a private hire operator's licence granted by the Council and is also the holder of a private hire operator's licence granted by another controlled district this condition shall apply as if each licence were held by a separate person.

16. Should the Operator wish to advertise their business on the side of Private Hire Vehicles operated by them they must complete the appropriate form agreeing to the following:

- All Private Hire Vehicles operated by this company will only display the door sign approved by Halton Borough Council.

- The door signs must be fitted to the upper half of both the nearside and offside rear door panels only with appropriate adhesive and not magnetised.
- The design of each door sign must not be altered in any way from the approved version.
- The Operator will ensure all Private Hire Vehicles display the approved door sign at all times.
- Reasonable assistance will be provided by the Private Hire Operator to Officers of Halton Borough Council's Licensing Department to ensure these rules are complied with.
- Where the Operator wishes for all Hackney Carriage Vehicles to advertise the company, only door signs approved for Hackney Carriages by Halton Borough Council will be permitted.
- The above rules will apply until such time that written confirmation to opt out has been received in writing by the Licensing Section.

Design of Private Hire Operator door signs:

- The name of the Operator and how the vehicle can be booked must be clear and legible. The words **IF NOT PRE-BOOKED - NOT INSURED** must be printed clearly and legible at the top of the sign with the lettering being no less than 2cm in size
- Must not be too similar to any other operator door sign approved by Halton Borough Council

Design of Operator door signs where fitted to Hackney Carriage Vehicles:

- The name of the operator and how the vehicle can be booked must be clear and legible.
- The design must differ in colour and or design from the approved Private Hire Vehicle door sign (where applicable) in order to further differentiate between both types of vehicle
- The design will not make any reference to not being pre-booked then no insurance will apply
- Must not be too similar to any other operator door sign approved by Halton Borough Council

17. Complaints

Upon receiving a 'specified complaint' or allegation listed below, regarding any person licensed by this Authority, or otherwise engaged in fulfilling Private Hire bookings on behalf of the licensed Operator, the Operator must notify the Licensing Authority immediately via email to legalservices@halton.gov.uk or by telephone and forward full details of the complaint to the Licensing Section in any event within 72 hours.

The specified complaints or allegations are:

- Of sexual misconduct, sexual harassment or inappropriate sexual attention
- Racist behaviour
- Violence
- Dishonesty
- Breaches of equality

In straight forward terms, allegations of criminal behaviour whilst acting as a Private Hire or Hackney Carriage Driver.