PRIVATE HIRE DRIVERS
CONDITIONS OF LICENCE

INTRODUCTION

The Private Hire Driver’s Licence is granted to you subject to you complying with the following conditions of licence. Failure to comply with any of the conditions could lead to a prosecution and/or your licence being suspended, revoked or not renewed by a Licensing Sub Committee.

CONDITIONS

FEES

1. The licence is granted on condition that all fees due to the Licensing Office in respect of its grant are payable, in full, prior to the commencement of the licence.

DETAILS TO BE REPORTED

2. If you are cautioned or convicted for any offence or you receive an endorsement for a motoring offence, including an endorseable fixed penalty, you must report the details, in writing, to the Licensing Office within 7 days. In the case of a motoring endorsement you do not need to wait for your licence to be returned from the DVLA.

3) If you apply for or hold any hackney carriage or private hire operator, vehicle or driver licence(s) with any other council you must inform the Licensing Office, in writing and within 7 days, of any application being refused or licence(s) being suspended or revoked and provide the following information:
   i. The name of the council.
   ii. The licence number(s) of the licence(s) suspended or revoked.
   iii. The date of the decision.
   iv. A copy of the decision notice issued by the other council giving the grounds for the action taken.

4. If the private hire vehicle you use is damaged in an accident or otherwise you must report the details of any damage to the vehicle, in writing, to the Licensing Office within 3 days of the damage occurring.

5. If you change your address at any time you must inform the Licensing Office, in writing, within 7 days.

6. If you have any illness or medical condition that prevents you from driving or requires you to notify the DVLA, you must notify the Licensing Office, in writing, within 3 days.

7. If you decide to work for an operator different from that supplied at the time of your licence application, then before commencing work with the new operator, you must notify the Licensing Office, in writing, with details of your previous operator, new operator, new call sign and start date.
8. If your private hire driver's badge is lost or stolen, you must inform the Police and obtain a Police report number, which must be reported to the Licensing Office within 3 days.

DRIVERS BADGE

9. Your private hire driver’s badge, which is issued to you with the licence, must be worn at all times in such a position and manner so as to be plainly and distinctly visible to passengers.

10. Your private hire driver's badge remains the property of the Council and should your licence expire, be suspended, revoked or not renewed, you must return your private hire driver’s badge within 7 days.

11. You must not willfully obstruct or refuse any person from viewing your private hire badge or taking the number of your badge.

VEHICLE IDENTITY PLATES & SIGNAGE (See Appendix A)

12. The only plates and signs to be displayed on or in a private hire vehicle are those referred to in the Conditions for Private Hire Vehicles (See Appendix A), namely:

   a) The private hire front and rear identity plates, the “Advance Bookings Only” sign and the Private Hire semi permanent rear door signs, which are issued by the Licensing Office.
   b) The Operator identification door signs, call signs and Fare Table issued by your operating company.
   c) The “No Smoking” signs.

With the exception to the Conditions for Private Hire Vehicles relating to “ADVERTISEMENTS”, no other plates or signs other than those referred to above may be exhibited or displayed on or in the vehicle without the written approval of the Licensing Office.

13. The private hire vehicle you use must display the identity plates and signage in accordance with the Conditions for Private Hire Vehicles (See Appendix A) and in the locations specified. These plates and signs may only be displayed on private hire vehicles licensed by Birmingham City Council. You must not cause or permit the plates or signs to be placed on any other vehicle.

14. The vehicles private hire identity plates specify the maximum number of passengers allowed to be carried at any one time. You must not allow more than the stated number of passengers to be carried at any one time.

15. Your private hire vehicle must display the Fare Table issued by the private hire operator in a prominent position inside the vehicle so as to be clearly visible to any passenger.

16. All fares charged must be calculated using your operators Fare Table.
DOCUMENTATION TO BE MAINTAINED FOR VEHICLES USED

17. You must ensure that prior to driving any private hire vehicle you are in possession of the following:
   a) A current Mot Certificate for the vehicle (issued by a testing centre approved by the Licensing Office).
   b) A current insurance certificate, policy of insurance or cover note covering your use of the vehicle for the purpose of private hire.

18. If there are exceptional reasons which prevent you from maintaining or ensuring "continuous" insurance cover for the private hire vehicle you use, FOR WHATEVER REASON, throughout the duration of the time you are in possession of it, you must attend and notify the Licensing Office, in writing, within 3 days following the insurance cover expiring or lapsing. At the same time you must return the vehicle identification plates as the vehicle will be liable to suspension until insurance cover is produced.

19. You must retain the above documents for a period of 12 months following their expiry and these documents must be available for inspection by an authorised officer at any time.

DOCUMENTATION FOR YOUR OPERATOR

20. Before commencing work for an operator, you must provide them with either the originals or copies of your private hire driver's licence or badge, your private hire vehicles licence or plate, a current MOT and insurance certificate/cover note.

MAINTENANCE OF VEHICLES

21. The vehicle and all its fittings and equipment shall at all times when the vehicle is in use or available for hire be kept in an efficient, safe, tidy and clean condition. In particular all data boxes, radios, PDA's or any other equipment installed in the vehicle must be affixed to the vehicle by use of secure fittings so they cannot be easily removed, to prevent injury or harm to the driver or passengers.

22. The interior of the vehicle shall be kept clean and tidy at all times when the vehicle is in use or available for hire. The exterior of the vehicle to be clean at all such times, having due regard to the weather conditions on the day.

BOOKINGS

23. You must not PLY FOR HIRE or accept any booking, which is not made via your operator.

24. You must not tout or solicit any person to hire or be carried for hire in any private hire vehicle or cause or procure any other person to tout or solicit any person to hire or be carried for hire in any private hire vehicle.
25. You must not respond to any booking from your operator unless you are given:
   a) The passenger's name.
   b) The time and point of pick up.
   c) The destination.
   d) The fare (if applicable).

26. Mobile phones must not be used, installed, fitted to or carried in any private hire vehicle for the purpose of inviting, or accepting bookings.

27. You must not, via any means, pass details of any booking or passenger you have agreed to carry to your operator.

28. You must not accept a return booking directly from a passenger.

29. You must not park in such a position or location to be in the vicinity of premises such as bars, restaurants, takeaways, public houses, clubs, hotels, casino's, gaming and amusement arcades, which could give the appearance of being available for hire unless you have been allocated a booking by your operator.

CONDUCT OF DRIVER

30. You must:-
   a) Have a good standard of personal hygiene, be clean and respectable in your appearance and behave in a civil and orderly manner at all times whilst your vehicle is in use or available for hire.
   b) Not congregate with more than 2 other private hire drivers/vehicles in residential areas and cause a nuisance by your parking, noise or activities whilst waiting to be allocated a booking.
   c) Not park or wait in your vehicle on a Hackney Carriage Stand – “Taxi Rank”.
   d) Ensure that when booked, you are in attendance with the vehicle at the appointed time and place unless delayed or prevented by some sufficient cause.
   e) Not use the horn to signal the vehicles presence to any passenger(s) awaiting the vehicle.
   f) Convey a reasonable quantity of luggage and afford reasonable assistance in loading and unloading, including assistance in moving luggage to and from the entrance of any premises where you collect or set down your passenger(s).
   g) Take all reasonable steps to assist with and ensure the safety of your passenger(s) when entering, being conveyed in and alighting from your vehicle.
   h) Unless otherwise directed by your passenger(s), proceed to the destination by the shortest possible route.
   i) Not smoke at any time within your private hire vehicle or permit any other person to do so.
   j) Not eat or drink in your vehicle whilst carrying a passenger.
   k) Not without the express consent of your passenger(s) play any radio or sound producing instrument or equipment in the vehicle other than for the purpose of sending or receiving messages in connection with the operation of the vehicle.
l) Not cause or permit the noise emitted by any radio or previously mentioned equipment in the vehicle which you are driving to be a source of nuisance or annoyance to any person, whether inside or outside the vehicle.

m) Not demand a fare in excess of any previously agreed for that hiring. If no fare has been previously agreed then you must not demand a fare in excess of that prescribed by your operators fare table displayed in the vehicle. If the vehicle is fitted with a meter and no fare has been previously agreed then you must not demand a fare in excess of that shown on the meter.

n) If requested to do so by your passenger(s), provide a written receipt for any fare paid, on stationery bearing the name of your operator, which includes your call sign, details of the journey and the fare paid.

LOST PROPERTY

31. You must immediately after the termination of any hiring, or as soon as practicable thereafter, carefully search the private hire vehicle for any property which may have been accidentally left therein.

32. Any property accidentally left in a private hire vehicle must be handed in to a West Midlands Police Station as soon as possible, and in any event, within 3 days of the property being found and a receipt for such property obtained. A copy of the receipt must be provided to the Licensing Office within 7 days of its issue.

METERS

33. Should a meter be fitted to the private hire vehicle you use it must be tested, sealed and certified by an authorised officer before it can be used for calculating fares for passengers.

34. You must not tamper with or permit any other person to tamper with the meter, its fittings, connections or seal without the written approval of the Licensing Office.

ASSISTANCE DOGS & WHEELCHAIR USERS

35. You must not refuse to accept the hiring of a vehicle merely because the passenger is accompanied by a guide dog or assistance dog. If you have a medical exemption from carrying dogs, then this must be obtained in writing from the Licensing Office and be maintained in the vehicle at all times for production to passengers or inspection by an authorised officer.

36. You must not make any additional charge for the carriage of a guide or assistance dog, the conveyance of a wheelchair, or other equipment required by a person suffering from a disability.
GUIDANCE NOTES

If you have any difficulty in understanding the implications of any of the above conditions, please let the Licensing Office know immediately so that arrangements can be made to assist you in that respect.

If you are aggrieved by any of the conditions attached to this licence you may make an application for exemption from them and attend a hearing before the Licensing Sub Committee, alternatively you can appeal to a Magistrates Court within 21 days of the service of this licence on you.

ADVISORY

The Equality Act 2010 brings together a number of existing laws into one place so that it is easier to use. It sets out the personal characteristics that are protected by the law and the behaviour that is unlawful. Under the Act people are not allowed to discriminate, harass or victimise another person because they have any of the protected characteristics including disability. The act gives examples of unacceptable behaviour whilst the Equality Commission web site (www.equalityhumanrights.com) gives examples of best practice.

Smoke Free Legislation
Private Hire Vehicles and 'Taxis' are smoke free vehicles and nobody may smoke within these vehicles. Appropriate ‘No Smoking’ signage must be displayed in the vehicle. Furthermore, any enclosed premise that is used as a workplace or is used by the public, for example, making bookings, must be smoke-free. Failing to prevent smoking in a smoke free place can lead to prosecution and a maximum fine of £2,500 being imposed on whoever manages or controls the smoke-free premises or vehicle. For further advice and guidance on this matter please go to www.smokefreengland.co.uk