

PRIVATE HIRE VEHICLE

CONDITIONS OF LICENCE

1. Maintenance and Condition of Vehicle:

- (a) 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, clean condition and in good order and repair, and all relevant statutory requirements (including in particular those contained in Motor Vehicles (Construction & Use) Regulations) shall be fully complied with.
- (b) The vehicle must pass the Council's vehicle mechanical and suitability test before a licence can be issued.

2. Alteration of Vehicle:

No material alteration or change in the specification, design, condition or appearance of the vehicle shall be made without the approval of the Council at any time whilst the licence is in force.

3. Seating Capacity:

- (a) Vehicles must be capable of carrying at least 4 and not more than 8 passengers, in addition to the driver.
- (b) Each and every front seat passenger must be provided with a lap and diagonal seat belt and head restraint.
- (c) The minimum acceptable width of seat section per person is 400mm.

4. Rear Licence Identification Plate:

The licence identification plate issued by the Council shall be securely affixed, to the satisfaction of the Council, to the rearmost part of the vehicle in such a position that it shall be clearly visible from the rear of the vehicle and shall not be wilfully or negligently concealed from public view while the vehicle is being used for hire.

Display of the plate other than in the manner prescribed above is not permitted.

5. Front Windscreen Sticker:

The windscreen sticker issued by the Council and bearing the number of the licence granted in respect of the vehicle shall be securely affixed on the passenger side of the front windscreen, so as to be clearly visible from the outside, but without obstructing the vehicle driver's view, and whilst complying with all relevant statutory requirements, including those contained in the Motor Vehicles (Construction & Use) Regulations.

The rear plate and windscreen sticker remain the property of the Council and must be returned on expiry of the licence or if the vehicle is sold out of the trade.

If either of the above are lost or stolen, then this must immediately be reported to the Police and to the Council.

6. Signs on Vehicles:

The vehicle Operator's name and telephone number shall be displayed at all times on the two front doors of each vehicle.

It is also permissible to display the vehicle Operator's name and/or telephone number on the front and rear screens of the vehicle.

The vehicle driver, when attending to pick up a fare, is permitted to display the name of the passenger, to facilitate recognition by the passenger.

With the aforementioned exceptions, no signs, notices, advertisements, plates, marks, numbers, letters, figures, symbols, emblems or devices whatsoever shall be displayed on, in or from the vehicle except as may be required by any statutory provision of these conditions, or with prior written authorisation of the Council.

7. Insurance:

The proprietor of the vehicle shall produce a current valid certificate of insurance or cover note(s) to provide proof of continuing insurance cover.

8. Vehicle Damage:

A proprietor of the vehicle is required to report to the Council (for these purposes to the Officers of the Council responsible for Licensing) as soon as reasonably practicable and in any case within 72 hours of the occurrence thereof, any accident to the vehicle, which has caused damage which materially affects the safety, performance or appearance of the vehicle or the comfort or convenience of passengers carried therein.

9. Sale of the Vehicle:

A licensed private hire vehicle may not be sold, changed or the owner/proprietor changed without first notifying the Council in writing (for these purposes to the Officers of the Council responsible for Licensing), and completing the necessary forms.

N.B. On surrender of the rear licence plate and windscreen sticker, or expiry of the vehicle licence, the vehicle ceases to be a licensed private hire vehicle.

10. Change of Address:

The proprietor of the vehicle shall notify the Council in writing of any change of his/her address during the period of the licence seven days prior to such change taking place.

11. Convictions:

The proprietor of the vehicle shall within 7 days of any convictions (motoring or otherwise) disclose to the Council in writing details of such convictions imposed on him/her (or if the proprietor is a company or partnership, in any of the directors or partners) during the period of this licence.

12. Deposit of Driver's Licences:

- (a) If the proprietor is not the Licensed Operator of the vehicle but permits or employs any other person to drive the private hire vehicle, he/she shall before that person commences to drive the vehicle, cause the driver to deliver to him a copy of his/her private hire driver's licence for retention until such time as the driver ceases to be permitted or employed to drive the vehicle or any other vehicle of his/her.
- (b) If the proprietor is also the Licensed Operator of the vehicle and permits or employs any other person to drive the private hire vehicle, he shall before that person commences to drive cause the driver to deliver to him/her, his/her private hire driver's licence for retention until such time as the driver ceases to be permitted or employed to drive the vehicle or any other vehicle of his/her.

13. Cheques:

A licence in respect of which the application fee has been paid by a cheque which subsequently is not honoured, shall be deemed not to have taken effect.

14. Safety Equipment:

A suitable first aid kit shall be provided, such equipment to be carried in such a position in the vehicle as to be readily available for immediate use in an emergency.

All vehicles be required to carry out a dry powder variety fire extinguisher a minimum weight of two kilos which shall be tested and maintained in accordance with the manufacturer's instructions to ensure that it is serviceable at all times. The extinguisher must be readily available for immediate use in an emergency.

15. Right of Appeal:

If you are aggrieved by any of the aforementioned Conditions attached to this Licence you may appeal to a Magistrates' Court within 21 days of the service of this licence on you.

Any requirements of legislation which effect the operations being carried out under the terms of this licence shall be regarded as if they are conditions of this licence.