

COMBINED PRIVATE HIRE AND HACKNEY CARRIAGE DRIVER'S LICENCE

CONDITIONS OF LICENCE

If the driver is not the proprietor of the vehicle, they should obtain a copy of the relevant vehicle conditions from the proprietor and comply with their requirements.

1. CONDUCT OF DRIVER - THE DRIVER SHALL:

- (a) afford all reasonable assistance with passengers` luggage;
- (b) at all times be clean and respectable in their dress whilst working;
- (c) behave in a civil and orderly manner;
- (d) comply with every reasonable requirement of any passenger;
- (e) take all reasonable steps to ensure the safety of passengers conveyed in, entering or alighting from the vehicle being driven by them;
- (f) ensure that in respect of themselves and their passengers they comply with the Motor Vehicles (Wearing of Seatbelts) Regulations, 2006 or as may be amended;
- (g) ensure that if the vehicle they have to drive is a Private Hire (Special Events) Vehicle that when carrying out a journey they have with them the written details of that hiring provided by the Operator and produces this when requested by an authorised officer of the Council or a police constable.

2. CONDUCT OF DRIVER - THE DRIVER SHALL NOT:

- (a) When driving a private hire vehicle, accept any bookings directly from members of the public or respond to being hailed in the street;
- (b) convey or permit to be conveyed in a licensed vehicle more than the number of persons (exclusive of the driver) for which that vehicle is licensed, regardless of age or size of the passengers;
- (c) carry members of their family or friends at any time that the vehicle is for hire or is being hired by a member of the public or whilst under contract;
- (d) without the consent of the hirer of the vehicle:
 - (1) convey or permit to be conveyed any other person in the vehicle;
 - (2) drink or eat in the vehicle;
 - (3) play any radio or sound reproducing instrument or equipment in the vehicle other than for the purpose of sending or receiving messages in connection with the operation of the vehicle;
- (d) allow to be conveyed in the front of a private hire vehicle:
 - (1) any child below the age of 12 years or 135 cm in height, unless the correct child constraint is used, as required at **1 (f)** above;
 - (2) more than one person above that age, unless the vehicle is designed and equipped for that purpose;
- (e) cause or permit the noise emitted by any radio or other previously mentioned equipment in the vehicle to be a source of nuisance or annoyance to any person, whether inside or outside the vehicle.
- (f) provide any alcoholic drinks in the vehicle unless there is an appropriate liquor licence in force to permit its sale or supply.
- (f) smoke in the vehicle, this include E-Cigarettes and Vaping.

3. IN RESPECT OF THE VEHICLE THE DRIVER SHALL ENSURE:

- (a) that the Licensed Vehicle being driven by them is maintained in a clean and satisfactory condition at all times;

- (b) that the Licensed Vehicle being driven by them complies with the Conditions attached by the Council to the Vehicle Licence and all other legislation covering the use of the vehicle on a road. Should the vehicle fail to comply with any of the above, then the vehicle must be removed from service until the reason for non-compliance is rectified and if the driver is NOT the proprietor then the proprietor of the vehicle must also be informed as soon as practicable and in any case within 72 hours;
- (c) that there is a valid Certificate of Insurance which covers the driver and vehicle for the carriage of passengers for private hire/Hackney Carriage use and any bookings/work they undertake is provided directly to them from the holder of a current Operator's Licence if classified as Private Hire;
- (d) that the Licensed Vehicle being driven by them is only parked where it can lawfully be parked. The vehicle shall not be parked on private property without the prior written consent of the owner;
- (e) that any Private Hire Vehicle they are driving does not stop or wait on a Hackney Carriage rank;
- (f) when driving a vehicle licensed to carry persons seated in wheelchairs that any additional equipment such as clamps, ramps and belts, required to cater for wheelchair passengers are carried at all times;
- (g) that when driving a vehicle licensed to carry persons seated in wheelchairs the vehicle is not driven until both the wheelchair and its occupant have been properly and securely fastened within the vehicle by means of appropriate restraining devices.
- (h) if the vehicle they have to drive is a Private Hire (Special Events) Vehicle that they have successfully completed a driving assessment required by the Council for that type of vehicle.
- (i) The driver shall not obstruct any road, pavement, or thoroughfare at any time, and shall comply with all traffic regulations. The driver shall not wait on double yellow lines.

4. BADGES AND PLATES

- 4.1 The driver shall, unless exempted in writing by the Council, wear the driver's badge issued by the Council in a position where it may be plainly and distinctly seen at all times and must not be altered in any way. Should the above exemption be granted, then the driver's badge must be carried in the vehicle at all times and must be shown on demand to a passenger, authorised officer of the Council or a police constable.
- 4.2 The driver shall, upon the expiry (without immediate renewal), revocation or suspension of this licence, forthwith return to the Council the driver's badge which has been issued to them. The loss of the driver's badge must be reported as soon as the holder is aware of the loss.
- 4.3 The proprietor/driver of a licensed vehicle shall ensure the number of the licence granted to the vehicle is legibly marked on the inside and outside of the vehicle by using the plates issued by the Council. The proprietor/driver shall not wilfully or negligently cause this number to be concealed from public view.
- 4.4 Vehicle insurance may be invalid if the combined driver's licence has expired or is suspended/revoked.

5. PROMPT ATTENDANCE/RANK ETIQUETTE

- 5.1 The driver of a Licensed Vehicle shall, if they are aware that the vehicle has been hired to be in attendance at an appointed time and place, or has otherwise been instructed by the Operator to be in attendance at an appointed time and place, punctually attend at that appointed time and place, unless delayed or prevented by sufficient cause.
- 5.2 The driver of a Hackney Carriage shall, when plying for hire and not actually hired:
 - (a) proceed with reasonable speed to one of the stands appointed by the Council;
 - (b) if at the time of their arrival, a stand is occupied by the full number of carriages authorised to occupy it, proceed to proceed to another stand;
 - (c) on arriving at a stand not already occupied by the full number of carriages authorised to occupy it, station the carriage immediately behind those already on the stand and ensure their vehicle is facing in the same direction;
 - (d) from time to time, when any other carriage immediately in front is driven off or moved forward, cause their carriage to be moved forward to fill the place previously occupied by the carriage driven off or moved forward.

6. ANIMALS

- 6.1 The conveyance of animals in a licensed vehicle shall be at the discretion of the driver, however, agreement to convey any animal (with the exception of assistance dogs) belonging to or in the custody of a passenger shall only be undertaken with both passenger and animal in the rear of the vehicle, the animal being supervised and controlled by the passenger. The discretion of the driver shall not apply to 6.2 below.
- 6.2 No assistance dog accompanying a disabled passenger may be refused, unless the driver has been granted an Exemption Certificate issued under the Equality Act 2010. Assistance dogs must remain with the passenger and may, if so required, be carried in the front of the vehicle.
- 6.3 The medical Exemption Certificate issued must be displayed at all times and face outwards from the front windscreen of the vehicle.

7. TAXIMETER

- 7.1** Licensed vehicles equipped with a taximeter (compulsory for a hackney carriage but optional for a private hire) shall operate the taximeter in accordance with the requirements of the conditions.
- 7.2** If a `taximeter` is fitted in a Private Hire Vehicle then the scale of charges must be declared to the Council and the taximeter must be checked by an authorised officer of the Council and sealed before such taximeter can be used. If unsealed or faulty, then the taximeter must be removed from the vehicle, or the vehicle removed from service, in either case the Council shall be informed as soon as possible.
- 7.3** If a Private Hire Vehicle is fitted with a `taximeter`, the driver shall not cause the fare recorded thereon to be cancelled or concealed until the hirer has had reasonable opportunity to examine it and paid the fare.
- 7.4** The driver of a vehicle shall not tamper with or permit any person to tamper with any `taximeter` with the fittings thereof, or with the seals affixed thereto, without prior approval of the Council. All taximeters shall be fitted with a tamper-proof seal.
- 7.5** For Hackney Carriages the taximeter must be used even if it is a pre-booked journey. A lesser fee than the metered fare may be charged.
- 7.6** Where a hirer's journey finishes outside Ipswich and no fare or rate has been agreed prior to the hire, the driver or operator shall not charge more than the fare that is indicated on the taximeter.
- 7.7** The fare for each journey shall only begin when the hirer enters the vehicle, unless prior agreement has been made or if the customer is not available until later than the agreed pick up time. Appropriate waiting time shall be given **without charge** to people with disabilities.

8. FARE TO BE DEMANDED

- 8.1** The driver shall not demand from any hirer of a Private Hire Vehicle a fare in excess of any previously agreed between the hirer and the Operator or, if there had been no previous agreement and the vehicle is fitted with a `taximeter` the fare shown on the face of the `taximeter`.
- 8.2** The driver shall not without reasonable cause, unnecessarily prolong, in distance or time, the journey for which that private hire vehicle has been hired.
- 8.3** The proprietor or driver of a Hackney Carriage shall be entitled to demand and take for the hire of the carriage the rate or fare prescribed by the Council, the rate or fare being calculated by a combination of distance and time unless the hirer expresses their desire to engage by time at the commencement of the hiring.
- 8.4** Where a Hackney Carriage furnished with a taximeter is hired by distance and time, the proprietor or driver thereof shall not be entitled to demand and take a fare greater than that recorded by the taximeter, save for any extra charges authorised by the Council which it may not be possible to record on the face of the taximeter.
- 8.5** The proprietor of a Hackney Carriage shall cause a statement of the fares fixed by Council resolution to be exhibited inside the carriage, in clearly distinguishable letters and figures.
- 8.6** The proprietor or driver of a Hackney Carriage bearing a statement of fares as per **8.5** shall not wilfully or negligently cause or suffer the letters or figures in the statement to be concealed or rendered illegible at any time while the carriage is plying or being used for hire.

9. WRITTEN RECEIPTS

The driver shall if requested by the hirer of a Vehicle provide them with a written receipt for the fare paid, on which shall be printed or clearly written the driver's name and badge number.

10. LOST PROPERTY

- 10.1** The driver shall immediately after the termination of any hiring of a Licensed Vehicle, or as soon as practicable thereafter, carefully search the vehicle for any property which may have been accidentally left there.
- 10.2** If any property accidentally left in a Licensed Vehicle by any person who may have been conveyed therein is found by, or handed to the driver. The driver should make every effort to trace the passenger and return the goods to them except where the item is contraband goods, in which case it must be handed in to the local police station, as soon as practicable and in any case within 48 hours. If a driver cannot trace the passenger, the driver may dispose of the goods.

11. DEPOSIT OF LICENCE

- 11.1** Before they accept any bookings the driver shall deposit with the Operator from whom they will receive their bookings the top copy of their Combined Driver's Licence. The Driver's Licence shall be retained by the Operator until that driver ceases to be attached to that Operator, who shall then return the Licence to the driver.
- 11.2** If the driver of a Private Hire Vehicle is not the proprietor of that vehicle, they shall before commencing to drive that vehicle, deposit the second copy of their Combined Driver's Licence with the proprietor, to be retained by that proprietor until the driver ceases to be permitted or employed to drive any vehicle belonging to that proprietor.
- 11.3** The driver must notify the Council in writing no less than 12 hours prior to commencing work with a new operator.
- 11.4** The driver must ensure that duplicate copies of their licence are deposited with any additional operators they will be attached to.

12. TOUTING AND SOLICITING

The driver shall not whilst in charge of a Licensed Vehicle:

- (a) tout or solicit any person to hire or be carried for hire;
- (b) cause or procure any other person to tout or solicit any person to hire or be carried for hire;
- (c) not cause or permit a private hire vehicle to stand or be driven on a road in such a manner as to suggest that it is standing or otherwise plying for hire or that it is a Hackney Carriage.

13. ILLNESS OR INJURY

- 13.1** The driver must, within 24 hours, notify the Council in writing of any changes to their medical circumstances. These circumstances are defined as those where it is the duty of the licence holder to notify DVLA of any medical condition which affects their ability or entitlement to drive;
- 13.2** The driver shall not drive a licensed Vehicle if suffering from any disease or disability, which they know, would cause a danger to the public.

14. CHANGE OF CONTACT DETAILS

- 14.1** The holder of this licence shall notify the Council in writing within 7 days of any change of their name, address, phone number and/or email address during the period of licence.
- 14.2** The phone number and email address provided by the licence holder will be the primary method of contact. Any blocking of text messages or emails will be a breach of these conditions of licence.

15. CONVICTIONS

- 15.1** The driver shall, within 48 hours, disclose to the Council in writing details of **any conviction**, criminal or motoring (including police cautions or fixed penalty notices) imposed on them during the period of the licence. If no acknowledgement is received within 14 days they must inform the Licensing Office by telephone or personal visit immediately.
- 15.2** The driver shall, within 48 hours, notify the Council of any arrest or of being charged for an offence, incurred during the life of their licence. Details shall be provided in writing to Licensing.
- 15.3** The driver shall be subscribed to the DBS Update Service and have Licensing nominated as an authority to view their DBS certificate status during the life of this licence. Should the licence holder's DBS certificate status change, the driver is required to apply for a new DBS certificate within 48 hours.
- 15.4** The driver is required to provide any DBS certificates issued during the life of their licence to Licensing within 7 days of the certificate date.

16. COMMUNICATIONS / ENTERTAINMENT DEVICES

- 16.1** Where a Satellite Navigation device, mobile telephone, DVD player or TV system device(s) is fitted or used within any licensed Vehicle the driver must ensure that the fitment and use of that device:
 - (1) complies with relevant legislation;
 - (2) is not used in such a manner as to cause annoyance or nuisance to passengers or others in the immediate vicinity;
 - (3) must not be used to calculate fares.
- 16.2** No form of CCTV camera may be fitted or used within the vehicle without:
 - (1) the prior written approval of the Council; and
 - (2) the display of a Council approved sign, in a position clearly visible to passengers, warning customers that camera surveillance equipment may be in operation.
 - (3) 'Dummy' cameras may not be used.
- 16.3** The use of a radio scanner in the vehicle is not permitted. No other radio equipment or receiving device is permitted in the vehicle, whether fitted or otherwise, which enables messages broadcast by Operators to be received, other than the Operator to which that vehicle and driver are currently attached.

17. GENERAL CONDITIONS

- 17.1** Any licence obtained by any form of payment which is subsequently dishonoured, will render the licence invalid. The driver's licence and badge must be returned to the Council until an alternative form of acceptable payment is made.
- 17.2** All licences, badges and vehicle plates remain the property of the Council.
- 17.3** A driver may be required to go drug and/or alcohol testing at any time. Failure to attend the appointment may result in their licence being suspended or revoked.

18. COMPLAINTS

- 18.1** The driver shall advise the proprietor of the vehicle, or relevant private hire operator of any complaints made by passengers. If there are serious complaints these must also be passed to the Council by the driver, operator or vehicle proprietor.
- 18.2** The driver shall advise passengers of their right to refer the complaint to the Council and provide contact details for them to do so.

19. COPY OF CONDITIONS

The driver shall at all times whilst driving a licensed Vehicle carry with them a copy of these Conditions, together with the Conditions which relate to the vehicle they are driving and shall make them available for inspection by the hirer or any other passenger on request.

20. PENALTIES

If any of these conditions are NOT complied with then the Council may under Section 61 of the Local Government (Miscellaneous Provisions) Act 1976 suspend or revoke a Private Hire Driver's Licence.

21. APPEALS

Any person aggrieved by any condition which is attached to this licence may appeal to a Magistrates Court within 21 days of receipt of the licence.