

THESE CONDITIONS ARE ANCILLARY TO AND DO NOT DEROGATE FROM THE POWERS GRANTED TO THE LICENSING AUTHORITY IN RELATION TO TAXIS AND PRIVATE HIRE CARS AND THEIR DRIVERS UNDER THE TERMS OF THE CIVIC GOVERNMENT (SCOTLAND) ACT 1982 OR ANY AMENDMENT THERETO.

IT IS THE RESPONSIBILITY OF THE LICENCEHOLDER TO ENSURE THAT THEY ARE COMPLIED WITH. FAILURE TO COMPLY MAY LEAD, ON SUMMARY CONVICTION, TO A FINE AND/OR THE SUSPENSION OR LOSS OF THE LICENCE.

PRIVATE HIRE CAR LICENCES - CONDITIONS SCHEDULE

VEHICLES ETC

1. The holder of a Private Hire Car Licence shall ensure that the private hire car, including all bodywork, upholstery and fittings, is at all times during the operation of the licence in a safe and serviceable condition and that the interior is clean, well aired and comfortable for passengers, all to the satisfaction of the Licensing Authority. Subject to prevailing road conditions, the bodywork, glass and chrome shall be kept well cleaned and polished, all to the satisfaction of the Licensing Authority. The holder of the Private Hire Car Licence is as equally responsible for the implementation of this condition as the holder of a Taxi/Private Hire Car Driver's Licence.
2. The holder of a Private Hire Car Licence shall require the private hire car to undergo and pass a bi-annual inspection by the Licensing Authority and the licence will not be renewed unless the vehicle has passed this inspection. In addition to the foregoing, the Licensing Authority may require any licensed vehicle at any time to undergo further inspection if the Licensing Authority thinks fit. Notification of this will be given in writing and the licence holder shall produce his/her hire car for inspection at such time and place as may be specified by the Licensing Authority.
3. The holder of a Private Hire Car Licence, when the private hire car is damaged in a vehicular accident or by any other means, shall report the damage to the Licensing Authority as soon as practicable and he/she shall present it or make it available (whichever the Licensing Authority determines to be appropriate) for inspection within the following two working days after the occurrence. As soon as repairs to the vehicle have been completed, the private hire car shall be re-inspected. The vehicle may be issued with a red licence plate from the licensing section to enable it or a courtesy car to operate as a private hire car whilst any repairs are being made.
4. The holder of a Private Hire Car Licence shall hold in his/her own name and address the requisite vehicle registration document and the certificate of insurance in relation to the private hire car required by Part VI of the Road Traffic Act 1988. Where more than one name appears on the Private Hire Car Licence, the vehicle registration document and the certificate of insurance shall be in the name of at least one of those persons whose name appears on the Private Hire Car Licence. The vehicle registration document and certificate of insurance must also state the permanent address/ principal (Registered Office) of the licence holder named in those documents
5. The Licensing Authority will issue to the licence holder two external plates which must be displayed on the private hire car at all times and two inside window stickers. The small external plate must be affixed on or around the front grill of the vehicle and in such a place where it does not obstruct any other plate required by law and where it is clearly readable. The large external plate must be fixed where reasonably practicable to do so, at the nearside rear of the vehicle where it does not obstruct any other plate required by law and where it is clearly readable. Both external plates must be permanently fitted to the vehicle on the brackets/fixing kits supplied by the Licensing Authority. Plates must be fitted to the fixing kits using the clip and key system or magnet kit sourced from the Licensing Authority's plate supplier. If for any reason any plate becomes at all hard to read or is lost, a replacement must be obtained at once from the Licensing Authority. A replacement fee will require to be paid. The two inside window stickers must be fixed on either side of the vehicle where they can be easily read by passengers
6. The holder of a Private Hire Car Licence shall not display on his/her private hire car any sign for the purpose of advertising its services as a private hire car.

7. The holder of a Private Hire Car Licence shall not display a roof sign of any kind on his/her private hire car.
8. The holder of a Private Hire Licence must ensure that the private hire car clearly displays the undernoted stencilled signs issued by the Licensing Authority on both the driver and front passenger door of the vehicle:-

“PRIVATE HIRE – ADVANCE BOOKINGS ONLY
NOT PRE-BOOKED – NOT INSURED”

9. The holder of a Private Hire Car Licence must carry, in a suitable fastener in his/her vehicle, a fire extinguisher in a position, approved by the Licensing Authority. The fire extinguisher must be of the correct type and must contain foam or powder and be marked BS 5423 or EN 3. The fire extinguisher carried must at all times be in good working order and where applicable be within its expiry date. In addition, the fire extinguisher shall be marked with a sticker issued by the licensing section detailing the Private Hire Car Licence number.
10. The holder of a Private Hire Car Licence must carry, in a suitable fastener, a first aid kit in a position approved by the Licensing Authority. The kits should contain the minimum HSE recommended vehicle kit of:- 6 waterproof plasters, 1x HSE 18x18 dressing, 2 triangular bandages, 2 antiseptic wipes, 1 pair of vinyl gloves, 6 safety pins, 1 first aid advice leaflet. The first aid kit shall be marked with a sticker issued by the Licensing Authority detailing the Private Hire Car licence number.
11. The holder of a Private Hire Car Licence which relates to a wheelchair accessible vehicle shall ensure that the ramp access system and means for securing the wheelchair in the vehicle are available at all times. If it is a portable ramp system that it is used both ramps shall be marked with a sticker issued by the Licensing Authority detailing the Private Hire Car Licence number.
12. The holder of a Private Hire Car Licence shall ensure that if his/her vehicle contains an interior partition between the driver and passenger(s), it is provided with some reasonable means of communication.
13. No pictorial, written or printed material may be displayed in or on a private hire car without the consent of the Licensing Authority.
14. The holder of a Private Hire Car Licence shall ensure that the sticker supplied by the Licensing Authority detailing the licence holder's name and vehicle licence number shall be displayed on the nearside of the private hire car.
15. The holder of a Taxi Licence shall ensure that there is a “no smoking” sign displayed with the wording “These are no smoking premises. It is an offence to smoke or knowingly to permit smoking in these premises. If you observe someone smoking in this vehicle a complaint may be made to Falkirk Council, Development Services, Environmental Health, David's Loan, Bainsford, Falkirk.
16. The vehicle must have adequate provision for carrying luggage with a minimum capacity of 300 litres and a seating capacity of at least four passengers plus the driver.
17. The vehicle must have an engine capacity of not less than 1400cc. There shall be no such restriction for hybrid and electric vehicles.
18. The windscreen and all windows and glass partitions (where fitted) must be safety glass in accordance with the European Standard in force at the time of approval and be of a clear material or the manufacturer's fitted comfort glass giving unrestricted vision to the vehicle interior. Other types of tinted glass are not permitted.
19. The holders of a Private Hire Car Licence shall not enter into any agreement with any employee or other person operating the vehicle on his/her behalf which would absolve the Private Hire Car Licence holder from any responsibility for any defect in any private hire car owned or operated by the licence holder.
20. The holder of a Private Hire Car Licence shall not install an electronic security system capable of recording and storing a record of entering or exiting of passengers either by way of video or digital images unless the details of the system have first been considered and approved by the Licensing Authority.

FARES, CALENDAR METER, ETC

21. The holder of a Private Hire Car Licence (whose private hire car is fitted with a calendar meter) shall obtain from the Licensing Authority a notice detailing the approved maximum taxi fares and charges appropriate to exclusive or to shared hire use of a private hire car and will display the notice or notices as appropriate in the passenger compartment of the private hire car in such position that it/they will be readily visible to the passenger(s) being carried and no other table of fares and charges shall be displayed.
22. The holder of a Private Hire Car Licence shall, if the cost of the journey is not regulated by the Licensing Authority fare structure, take steps to ensure that any potential hirer of his/her private hire car is informed, prior to acceptance of the hire, (a) that the fare is not so regulated; and (b) the cost, or the method of calculating the cost, of the proposed journey.
23. The holder of a Private Hire Car Licence must not enter into an agreement with his/her competitors to agree prices on a per mile or minimum journey cost per basis. Such conduct is illegal under the Competition Act 1998 and anyone found to have participated in unlawful price fixing by the Office of Fair Trading may be fined or receive a custodial sentence
24. The holder of a Private Hire Car Licence shall take steps to ensure that each potential hirer of his/her private hire car consents, at the time of the arrangement of the hire, to an exclusive hire or a shared hire, as the case may be.
25. If the holder of a Private Hire Car Licence, or any person on his/her behalf (in respect of a vehicle fitted with a calendar meter), agrees beforehand with a person hiring the private hire car to take a sum less than the approved fares and charges, the holder of a Private Hire Car Licence shall not exact or demand more than the fare or charges previously agreed upon.
26. The holder of a Private Hire Car Licence (whose private hire car is fitted with a calendar meter), shall have affixed to, and used on, the private hire car a calendar meter which has been tested and approved by the Licensing Authority.
27. The holder of a Private Hire Car Licence (whose Private Hire Car is fitted with a calendar meter) shall ensure that once notified of an impending change in the Taxi Tariff, that the Private Hire Car is presented as soon as is practicably possible, and within any timescale arranged by the Licensing Authority, at the testing station for the purposes of having the recalibrated calendar meter tested and resealed.
28. The holder of a Private Hire Car Licence (whose private hire car is fitted with a calendar), shall not use, or cause or permit to be used, on the private hire car a road wheel or tyre of a different circumference from that for which the calendar meter affixed to the private hire car was designed, geared and has been tested by the Licensing Authority.
29. The holder of a Private Hire Car Licence (whose private hire car is fitted with a calendar meter), shall only use a calendar meter which has been stamped or sealed by the Licensing Authority after testing and approval as to distance and time in accordance with the approved taxi fares and charges. Once a calendar meter is fitted to his/her private hire car he/she shall not tamper with the calendar meter or break or tamper with any seal or stamp on such calendar meter or any attachment affixed thereto by the manufacturer or Licensing Authority except to remove the calendar meter for repair or replacement. Should the seal be broken, the calendar meter shall be re-tested and passed by or on behalf of the Licensing Authority before being used again.
30. The holder of a Private Hire Car Licence (whose private hire car is fitted with a calendar meter), shall ensure that the taximeter fitted to his/her private hire car is in a position approved by the Licensing Authority. The calendar meter must never be concealed or obscured from the passengers' sight and must have a working internal lamp so that the reading remains entirely visible after dark.
31. The holder of a Private Hire Car Licence (whose private hire car is fitted with a calendar meter), shall not knowingly use, or cause or permit to be used, the private hire car during any period that the seals affixed to the calendar meter, and where so affixed to the vehicle, are broken or detached.
32. The holder of a Private Hire Car Licence (whose private hire car is fitted with a calendar meter), shall not knowingly use, or cause or permit to be used, a calendar meter which is in any way defective.
33. The holder of a Private Hire Car Licence (whose private hire car is fitted with a calendar meter), shall within two working days, inform the Licensing Authority of the removal of the calendar meter from his/her private hire car.

He/she shall not re-fit a calendar meter on a second or subsequent occasion without prior permission from the Licensing Authority, except when the private hire car is due to be bi-annually tested by the Licensing Authority.

GENERAL

34. The holder of a Private Hire Car Licence shall not ask a driver of the private hire car to which the licence relates to do anything which would result in the taxi/private hire car driver committing a breach of the conditions attaching to the grant of the taxi/private hire car driver's licence.
35. The holder of a Private Hire Car Licence shall keep an up to date list of the names and addresses of all taxi/private hire car drivers employed by him/ her, whom he/she shall ensure shall be licensed by the Licensing Authority.
36. The holder of a Private Hire Car Licence shall be bound to fulfil, or cause to be fulfilled, at the time and location specified, an engagement to hire his/her private hire car which he has accepted, unless prevented by sufficient cause.
37. A Private Hire Car Licence shall not be transferable.
38. The holder of a Private Hire Car Licence shall make available in the vehicle clean and legible copies of his/her Private Hire Car Licence and of these conditions.
39. The holder of a Private Hire Car Licence shall inform the Licensing Authority within 14 days of any fixed penalty, conditional offer or conviction in any Court.
40. Where there is a material change of circumstances, including change of address, affecting the holder of a Private Hire Car Licence, the holder of the Private Hire Car Licence must notify the Licensing Authority of the change as soon as reasonably practicable after it has taken place.

NOTES

In these conditions:

“exclusive”, as applied to the hire of a private hire car, means that a single fare is payable by any one passenger whether or not more than one passenger is carried; and “exclusive hire” shall be construed accordingly.

“shared”, as applied to the hire of a private hire car, means that each passenger is carried at a separate fare, payable to the driver; and “shared hire” shall be construed accordingly.

The holder of a Private Hire Car Licence shall return to the Licensing Authority his licence and licence plates within 28 days of selling or disposing of the vehicle to which the licence relates, except where it is being substituted for another vehicle.

