

## **Private Hire Vehicle Licence Conditions**

### **1. Maintenance of Vehicle**

- 1.1 The vehicle and all its fittings and equipment including luggage areas shall at all times when the vehicle is in use or available for hire be kept in a safe, comfortable, tidy and clean condition.

The following must be adhered to:

- a) the seats of the vehicle shall be properly cushioned and covered,
- b) the floor of the vehicle must be provided with a properly fitted carpet, mat or other suitable covering,
- c) all paintwork shall be maintained to a high standard in a single colour, free from dents, scratches or rust,
- d) all trim, wheel hubs and glass must be secure and free from damage,
- e) only manufacturers factory fitted privacy glass (tinted) will be permitted,
- f) The boot must be able to carry luggage securely.
- g) all tyres including the spare/kit must comply with the vehicle manufacturer's specification and the requirements of the Road Vehicles (Construction and Use) Regulations 1986, as amended.
- h) the proprietor of the vehicle must at all times ensure the vehicle is regularly maintained to ensure compliance with these conditions.

### **2. Alteration of Vehicle**

- 2.1 No material alteration or change in the specification, design, condition or appearance of the vehicle shall be made without the prior approval of Licensing Services.
- 2.2 The licence holder must ensure that all drivers of the vehicle are competently trained in the safe embarkment, transportation and disembarkation of passengers using wheelchairs.
- 2.3 The 'child-lock' feature on doors must not be activated at any time.
- 2.4 Where there is an airbag function in the front passenger seat, this must be activated when carrying passengers and children must not be transported facing forwards in this seat.

### **3. Identification Plate/Exterior Markings**

- 3.1 The plate identifying the vehicle as a Private Hire Vehicle must be securely and permanently fixed to the rear exterior of the vehicle:

- a) immediately adjacent to the number plate area of the vehicle, but must not obscure any part of the vehicle registration plate,
- b) in a conspicuous position and in such manner as to be easily removable by an Authorised Officer of the Council or a Police Officer,
- c) the plate must not be wholly or partially concealed from public view,
- d) at no time should the licence plate be removed from the licensed vehicle during the lifetime of the Private Hire Vehicle Licence unless exempted in law.

3.2 The vehicle must display the door signage approved by Licensing Services for the operator that the vehicle's driver is undertaking work for, bearing the name, telephone number and/or 'app' on both sides of the vehicle. The only exception is where the driver is undertaking a school transport contract for another operator, who they are not ordinarily partnered with. Door signage must be removed or replaced when the driver of the vehicle ceases to be partnered with the operator.

3.3 The use of magnetic door stickers is prohibited.

3.4 No modification or trimming of the approved door stickers is permitted. The door sticker must be fitted towards the top of the door panel.

3.5 The licence holder must report the loss of their licence plate or signage to Licensing Services within 48 hours and obtain a replacement.

#### **4. Interior Markings**

4.1 The proprietor must display the interior plate detailing the licence number of the vehicle and the number of passengers permitted to be carried. This must be located on the upper left-hand corner of the front windscreen and must be clearly visible to persons both inside and outside of the vehicle.

4.2 The proprietor must display the 'warning to all passengers' notices provided by Licensing Services informing passengers that the vehicle must be pre-booked or insurance covering the vehicle may be invalidated. These must be positioned clearly and be visible to persons outside of the vehicle at all times.

4.3 'No smoking' signs must be displayed at all times.

#### **5. Signs, Notices, Advertisements**

5.1 No signs, notices, advertisements, plates, marks, numbers, letters, figures, symbols, emblems or devices whatsoever shall be displayed on, in or from the vehicle without the express written permission of Licensing Services.

#### **6. Change of Details**

- 6.1 The proprietor must notify the Licensing Services in writing within 48 hours of any change of their name, address, phone number or email address during the period of the licence. This must be completed via the My Licence Portal.
- 6.2 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.

## **7. Notification of Convictions, Cautions and Fixed Penalties**

- 7.1 The holder of this licence shall give full details to Licensing Services via [vehicle.lic@wolverhampton.gov.uk](mailto:vehicle.lic@wolverhampton.gov.uk) **within 48 hours** of:

- a) being released after any arrest;
- b) being charged with any offence;
- c) being convicted of any offence;
- d) being cautioned for any offence;
- e) being issued with a Fixed Penalty Notice;
- f) being interviewed by the Police, including a voluntary interview;
- g) receiving a notice of intended prosecution;
- h) the vehicle being seized by Police;

during the life of this licence. (If the holder of this licence is a company or partnership, full details should be given for any of the above imposed on the company, directors or partners during the period of the licence)

- 7.2 If the holder of this licence is a company or partnership, details of any changes in directors or partners shall be provided to Licensing Services via [vehicle.lic@wolverhampton.gov.uk](mailto:vehicle.lic@wolverhampton.gov.uk) within 48 hours. If the company intends to dissolve, Licensing Services must be notified within 48 hours.
- 7.3 If the holder of this licence is a company or partnership, when a new director or partner joins, the new director or partner must provide a basic DBS certificate dated within the last three months to Licensing Services.

## **8. Insurance**

- 8.1 The vehicle must be insured at all times. The policy in force must permit the use of the vehicle as a private hire vehicle for hire or reward use.

- 8.2 A copy/image of the current valid current certificate of insurance or cover note effective for the entire period of the licence relating to the vehicle must be submitted by the holder of the licence to their operator and, on request, to an Authorised Officer of the Council.

## **9. Reporting of Road Traffic Accidents**

When a Private Hire Vehicle is involved in an accident the Private Hire Vehicle Proprietor must report it to Licensing Services within 72 hours as required by Section 50 (3) of the Local Government (Miscellaneous Provisions) Act 1976. This must be completed via the My Licence Portal.

## **10. Licensing**

- 10.1 The licence holder must inform Licensing Services of the driver of the vehicle at the time of plating and thereafter, when a change of driver occurs. This must be done via the My Licence Portal and must be done prior to the new driver using the vehicle. The vehicle must have the correct livery of the Private Hire Vehicle Operator, that the driver and vehicle are partnered with, at all times.
- 10.2 In the event of the holder of this licence ceasing to operate a licensed Private Hire Vehicle, the holder must surrender their private hire vehicle licence and plates to Licensing Services within 7 days.
- 10.3 Upon expiry of vehicle licence, plates must be returned to the City of Wolverhampton Council Licensing Services within 7 days. Any existing licence plates must be surrendered to the Council before new licence plates for a vehicle will be issued.
- 10.4 The holder of this licence must inform Licensing Services of the Operator the vehicle shall be working for at the time of plating and thereafter, when a change of Operator occurs. This must be completed via the My Licence Portal.
- 10.5 The private hire vehicle may only be driven by a private hire driver licensed by the Council.

**Please note that should you feel aggrieved by any of the conditions in this Licence then you have the right of appeal to the Magistrates' Court within 21 days from the date when this licence is issued.**