**Private Hire Driver’s Licence Conditions**

**APPENDIX I**

**1. CONDUCT OF DRIVER**

1. At all times, the Driver of a Private Hire Vehicle must be clean and respectable in both dress, appearance, and personal hygiene, together with behaving in a civil and orderly manner;
2. Unless driving a vehicle exempted under s.75(3) Local Government (Miscellaneous Provisions) Act 1976, at all times the Driver of a Private Hire Vehicle must wear the issued Private Hire Driver’s Badge so that it is both visible to and readable by passengers; if driving an ‘exempted’ Private Hire Vehicle, the Driver must present the Private Hire Driver’s Badge upon request of any passenger, or upon demand of an Authorised Officer of this Licensing Authority, or a Police Constable.
3. The Driver of a Private Hire Vehicle must afford all reasonable assistance with passengers’ luggage;
4. The Driver of a Private Hire Vehicle must take all reasonable steps to ensure the safety of passengers entering, being conveyed in, or alighting from it;
5. The Driver of a Private Hire Vehicle must NEVER smoke nor ‘vape’ nor permit smoking or ‘vaping’ in it;
6. Without the express permission of the hirer, the Driver of a Private Hire Vehicle must NOT drink nor eat in it;
7. Without the express permission of the hirer, except when communicating with their Private Hire Operator in relation to its operation, and then only fully in accordance with the Law in respect of the use of handheld devices while driving, the Driver of a Private Hire Vehicle must NOT use nor play any radio or sound-producing instrument/ equipment;
8. The Driver of a Private Hire Vehicle must NEVER cause nor permit the sound from any radio or other such equipment in the vehicle to be a source of nuisance or annoyance to any person inside or outside of it.

**2. PASSENGERS**

1. The Driver of a Private Hire Vehicle shall NOT convey nor permit to be conveyed in it a greater number of persons than for which it is Licensed;
2. Without the express permission of the hirer, the Driver of the Private Hire Vehicle shall NOT convey nor permit to be conveyed in it any other person.
3. The Driver of a Private Hire Vehicle shall NOT allow there to be conveyed in its front seat any child below the age of ten years old, nor more than one person of that age or older.

**3. FOUND PROPERTY**

1. Straightaway at the end of a period of hire, or as soon as practicable thereafter and certainly prior to any new period of hire, the Driver of a Private Hire Vehicle shall carefully search it for any property which may have been accidentally left by passengers;
2. Any property so found by or handed to the Driver of a Private Hire Vehicle but not claimed by its owner shall be deposited as soon as possible, and in any event within twenty-four (24) hours, either with the Operator of the vehicle or, if not practicable to do so, at the offices of the District Council at East Pallant House, Chichester where a receipt will be issued.

**4. WRITTEN RECEIPTS**

Upon request of the hirer of a Private Hire Vehicle, if not already provided electronically by the vehicle’s Operator, its Driver must provide a written receipt for the fare paid.

**5. ANIMALS**

1. The Driver of a Private Hire Vehicle must NOT convey in it any animal belonging to them nor in their custody, nor of the vehicle’s Proprietor or Operator;
2. The Driver of a Private Hire Vehicle must ensure only to convey in the rear passenger compartment any animal belonging to or in the custody of any passenger;
3. Unless the holder of a current Exemption Certificate issued and displayed within the vehicle in accordance with s.169 of the Equality Act 2010, the Driver of a Private Hire Vehicle must carry without charge a Guide Dog, hearing dog, or other ‘assistance’ dog, allowing it to remain fully in the custody and control of its owner.

**6. PROMPT ATTENDANCE**

Unless delayed or prevented by real events outside their control, the Driver of a Private Hire Vehicle must ensure to attend punctually at the appointed time and place of hire.

**7. DISPLAY OF APPOINTMENT BOARD**

When awaiting a passenger for a prearranged pick-up, the Driver of a Private Hire Vehicle must display in its windscreen a board showing the name of that passenger together with the appointed time of said pick-up.

**8. TOUTING AND SOLICITING**

The Driver of a Private Hire Vehicle must not tout for nor solicit any person to hire or be carried for hire in it, nor cause nor procure any other person to tout for nor solicit any person to hire or be carried for hire in it.

**9. METER/ TAXIMETER**

Where a Private Hire Vehicle is fitted with a Meter/ Taximeter, and unless a fare or terms for a rendered account have been agreed by the vehicle’s Operator at the time of booking, its Driver must ensure that the hirer confirms their sight of the displayed fare and has paid accordingly before cancelling or deleting it.

**10. FARE TO BE DEMANDED**

1. Before the commencement of any journey for which a Private Hire Vehicle has been hired, its Driver must ensure the hirer is aware of any pre-arranged fare for that hire;
2. The Driver of a Private Hire Vehicle must NOT demand from its hirer a fare in excess of any previously agreed between the hirer and the Operator for that hire;
3. If a Private Hire Vehicle is fitted with a Meter/ Taximeter, and no previous agreement of the fare has been made, the fare shown on the Meter/ Taximeter display must not be exceeded.

**11. CHANGE OF ADDRESS**

The Licence holder must notify this Licensing Authority in writing within seven (7) days of any change of address during the Licensed period; within seven (7) days of receiving it, the Licence holder must provide to this Licensing Authority the new DVLA Driving Licence showing their new address.

**12. CONVICTIONS AND CAUTIONS**

The Licence holder must notify this Licensing Authority in writing within seven (7) days of details of any Caution or Conviction for any offence (including outside the UK), or of their becoming aware of any pending prosecution against them, including Behaviour Orders, Court Injunctions, Fixed Penalty Notices (both Criminal and Motoring), or if they have incurred any period of Driving Disqualification.

**13. DISCLOSURE AND BARRING SERVICE (DBS)**

The Licence holder must maintain continuous subscription of their DBS Enhanced Certificate to the DBS Update Service.

**14. RETURN OF LICENCE ITEMS**

Within seven (7) days of the expiry, Revocation, or Suspension of this Licence, the Licence holder must return to the Council offices at East Pallant House this paper Licence, together with the issued Driver’s Badge, and Internal Identification Card.

**15. REPORTING OF ROAD TRAFFIC COLLISION (RTC)/ VEHICLE DAMAGE**

The Driver of a Private Hire Vehicle must notify this Licensing Authority in writing within seventy-two (72) hours of any Road Traffic Collision (RTC) in which they are involved regardless of whether damage is caused to the Private Hire Vehicle.

**16. DRIVING STANDARDS ASSESSMENT**

Should the Licence holder be required by this Licensing Authority to Pass an extra-ordinary Driving Standards Assessment (with WAV extension as appropriate) due to it being suspected that for whatever reason their driving ability has fallen below the standard required, this must be completed as soon as practicable, and anyway within a time period agreed by this Licensing Authority: The Licence holder will meet the cost of the extra-ordinary Driving Standards Assessment (with WAV extension as appropriate).

**17. WHEELCHAIR ASSESMENT TEST**

Should the Licence holder wish to drive a Wheelchair Accessible Vehicle (WAV), before doing so they must obtain a Pass in this Licensing Authority’s Wheelchair Assessment Test from the designated provider on its website.

**END OF CONDITIONS**