

LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1976

1. CONDUCT OF DRIVER

The driver shall during the continuance of any contract for hire:

- (i) afford all reasonable assistance with passengers' luggage;
- (ii) at all times be clean and respectable in his dress and person and behave in a civil and orderly manner;
- (iii) take all reasonable steps to ensure the safety of passengers conveyed in, entering or alighting from the vehicle driven by him;
- (iv) not without the express consent of the hirer 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;
- (v) at no time cause or permit the noise emitted by any radio or other previously mentioned equipment in the vehicle which he is driving to be a source of nuisance or annoyance to any person, whether inside or outside the vehicle.

2. PASSENGERS

- (i) the driver shall not convey or permit to be conveyed in a private hire vehicle a greater number of persons than that prescribed in the licence for the vehicle;
- (ii) the driver shall not without the consent of the hirer of a vehicle convey or permit to be conveyed any other person in that vehicle.

3. LOST PROPERTY

- (i) the driver shall immediately after the termination of any hiring of a private hire vehicle, or as soon as practicable thereafter, carefully search the vehicle for any property which may have been accidentally left there;

- (ii) if any property accidentally left in a private hire vehicle by any person who may have been conveyed therein is found by or handed to the driver within twenty-four hours, if the property is not sooner claimed by or on behalf of its owner, deliver any such property to the Police Station at Eastbourne and shall leave it in the custody of a Police Officer thereon receiving a receipt for it.

4. **WRITTEN RECEIPTS**

The driver shall if requested by the hirer of a private hire vehicle provide him with a written receipt for the fare paid.

5. **ANIMALS**

The driver shall not during the continuance of any contract for hire convey in a private hire vehicle any animal belonging to or in the custody of himself or the proprietor or operator of the vehicle.

6. **PROMPT ATTENDANCE**

The driver of a private hire vehicle shall, if he is aware that the vehicle has been hired to be in attendance at an appointed time and place or he has otherwise been instructed by the operator or proprietor of the vehicle to be in attendance at an appointed time and place, punctually attend at the appointed time and place, unless delayed or prevented by sufficient cause.

7. **NO WAITING ON HACKNEY CARRIAGE STANDS**

The driver of a private hire vehicle shall in no circumstances cause or permit the vehicle to wait on any hackney carriage stand at any time.

8. **SOLICITING CUSTOM**

The driver of a private hire vehicle shall not solicit custom or otherwise hold out his vehicle as being available for hire.

9. **COPY OF CONDITIONS**

The driver shall at all times when driving a private hire vehicle upon any contract for hire carry with him a copy of these conditions and shall make it available for inspection by the hirer or any other passenger on request.

10. **DEPOSIT OF LICENCE**

If the driver is permitted or employed to drive a private hire vehicle of which the proprietor is someone other than himself he shall before commencing to drive that vehicle deposit a photostat copy of his licence with that proprietor for retention by him until such time as the driver ceases to be permitted or employed to drive the vehicle or any other vehicle of his.

11. **TAXIMETER**

If a private hire vehicle being driven by the licensed driver is fitted with a taximeter, the driver shall not cause the fare recorded thereon to be cancelled or concealed until the hirer has had a reasonable opportunity of examining it and paid the fare.

12. **FARES TO BE DEMANDED**

The driver shall not demand from any hirer of a private hire vehicle a fare in excess of any previously agreed for that hiring between the hirer and the operator or:

- (i) if the vehicle is fitted with a taximeter and there has been no previous agreement as to the fare, the fare shown on the face of the taximeter; or
- (ii) if the vehicle is not fitted with a taximeter and there has been no previous agreement as to the fare, the fare as shown on the operator's tariff card displayed in the vehicle.

13. **CHANGE OF ADDRESS**

The driver shall notify the Council in writing of any change of his address during the period of the licence within seven days of such change taking place.

14. **CONVICTIONS**

The driver shall, within seven days, disclose to the Council in writing details of any convictions imposed on him during the period of the licence.

15. **RETURN OF BADGE**

The driver shall upon expiry (without immediate renewal), revocation or suspension of this licence forthwith return to the Council the driver's badge issued to him by the Council when granting this licence.

16. **SPECIAL CONDITIONS (if any)**

17. **APPEALS**

Any person aggrieved by these conditions may appeal to the magistrate's court within 21 days of being notified of the Council's requirements. There is a further right of appeal to the Crown Court against a decision of the magistrates.