

**MONMOUTHSHIRE COUNTY COUNCIL
REPORT**

SUBJECT:	Review Of Authorised Hackney Carriage and Private Hire Vehicle Inspection Garages
DIRECTORATE:	Social Care, Safeguarding and Health
MEETING:	Licensing and Regulatory Committee
Date to be considered:	23rd February 2021
DIVISION/WARDS AFFECTED:	All Wards

1. PURPOSE:

- 1.1 To extend the existing contracts for garages authorised by this Council to carry out inspections of Hackney Carriage and Private Hire Vehicles.

2. RECOMMENDATIONS:

- 2.1 Members approve to extend the contract for authorised inspection garages for Hackney Carriage and Private Hire vehicles from 1st April 2021 to 31st March 2022.
- 2.2 Members agree that a new contract will be issued to the existing inspection garages, commencing 1st April 2022.

3. KEY ISSUES

- 3.1 All vehicles for the purpose of Hackney Carriage and Private Hire must be suitable in type, size and design and it is in a suitable mechanical condition, safe and comfortable. Furthermore, it is further required that Private Hire Vehicles must not be of such design or appearance as to lead any person to believe that the vehicle is a Hackney Carriage in accordance with the Town Police Clauses Act 1847 and the Local Government (Miscellaneous Provisions) Act 1976. This is further reflected in Monmouthshire County Council's Taxi and Private Hire Policy and Conditions 2020.
- 3.2 This Authority approves and award contracts to those garages they regard are able to conduct the tests required in 3,1 above. The frequency of such tests and those garages approved are referred to in Section 3.1 and Appendix E of Monmouthshire County Council's Taxi and Private Hire Policy and Conditions 2020.
- 3.3 Following a number of garages approaching this Authority to be placed on the approved list of garages, advice was sought with our Legal Section as to how such garages could be added to those who currently held a contract. The Licensing Section was advised that current contracts for this purpose did not have an end date and that it would be more beneficial to have 3 year contracts instead to allow for market changes, procedural changes, legal changes, policy changes and to allow for tenders when the contracts come to an end. They further advised that we should give existing contracts holders 12 months notification, that their policy would end and that any new garages requesting to be place on the approved list would have a temporary contract until the new 3 yearly contract was introduced.
- 3.4 On 18th March 2020 existing contract holders was informed their contract would end on 31st March 2021. A new contract was issued with this expiry date,

attached to this report as Appendix A. A copy of the letter dated 18th March is attached as Appendix B. New contracts after the 18th March 2021 would also have a contract that would cease on 31st March 2021. Existing contract holders were also given an opportunity to provide feedback by 30th June 2020 on how they feel their contract should be changed. No responses were received on this consultation.

3.5 The review of the contract has been delayed as a consequence of the Covid-19 pandemic that brought in various restrictions and workplace restraints. The intention was to introduce the revised policy by submitting a report to the Licensing and Regulatory Committee, then consult not only with the garages of the changes but also those vehicle owners licensed by this Authority. It was recognised that vehicle owners themselves prioritised putting in measures, and complying with any restrictions to deal with the pandemic, with other drivers being unable to work. Special measures were put in place to delay testing at garages at the beginning of the Covid pandemic, in-line with guidance on MOT delays by the Driver and Vehicle Licensing Agency. This resulted in the garages themselves conducting less tests with the associated loss of income. These factors resulted in the delay in pursuing revised contracts.

3.6 Therefore this report requests that the garage contracts that were due to expire on 31st March 2021 be put back until 31st March 2022. This will allow an in-depth study of the contract on how it should be processed, compliance and the requirements expected of those contract holders. Legislation, guidance and policies will also be considered in the drafting of those contracts, along with consultation of proposed changes with the licensing trade and garages prior to approval with the Licensing and Regulatory Committee.

4 REASONS

4.1 To request a delay in introducing a new revised contract for approved garages who carry out inspections of Hackney Carriage and Private Hire Vehicle's licensed with Monmouthshire County Council. To agree to the revised contract to commence on 1st April 2022, with current contract holders extending their existing contract until 31st March 2022.

5. RESOURCE IMPLICATIONS:

5.1 Fees are set out to ensure the recovery of reasonable costs.

6. WELLBEING AND FUTURE GENERATIONS IMPLICATIONS:

6.1 An evaluation has been provided in Appendix C to consider the effect of the garage contracts for the purpose of Hackney Carriage and Private Hire Licensing.

7. CONSULTEES:

None

8. BACKGROUND PAPERS:

None

9. AUTHOR:

Linda O'Gorman Principal Licensing Officer

CONTACT DETAILS: Tel: 01633 644214

Email: lindaogorman@monmouthshire.gov.uk

DATED : (Insert Date)

MONMOUTHSHIRE COUNTY COUNCIL

-and-

(Insert Name of Contractor)

AGREEMENT

HACKNEY CARRIAGE/PRIVATE HIRE VEHICLE INSPECTIONS

Head of Community Protection
Monmouthshire County Council
Abergavenny Community Education Centre
Old Hereford Way
Abergavenny
NP7 6EL

THIS AGREEMENT is made the (Insert Day) **day of** (Insert Month) **20** (Insert Year). **This contract will terminate on** 31st March 2021.

BETWEEN MOMOUTHSHIRE COUNTY COUNCIL of Abergavenny Community Education Centre, Old Hereford Way, Abergavenny NP7 6EL (hereinafter called "the Council") of the one part and

(Insert Name of Contractor)

Whose registered office is at

(Insert Address of Contractor)

(hereinafter called "the Contractor") of the other part

WHEREAS: (1) The Council operates a licensing system for Hackney Carriages/Private Hire vehicles. (2) The Council has agreed to appoint the Contractor to undertake inspection of such vehicles in order that the Council may be satisfied that the vehicles which are the subject of applications for licensing are mechanically sound road worthy and safe. (3) The Council and the Contractor have agreed to enter into this agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. *The Contractor agrees with the Council in relation to every vehicle submitted to it by an applicant or prospective applicant for a Hackney Carriage/Private Hire Vehicle Licence in the County of the Council on or after (Insert Date). This contract will cease to have effect on 31st March 2021.*
 - (a) to inspect all the items specified in the Schedule hereto and such other items as may be reasonably be required in writing by the Council from time to time
 - (b) to carry out such inspections within a reasonable time of the request to do so
 - (c) to ensure that such inspections shall be carried out by properly qualified and experienced personnel
 - (d) at the time of inspection to complete an Inspection Certificate in the form approved by the Council in writing from time to time and to send copies of such Inspection Certificate immediately to the Council and the applicant or prospective applicant for a hackney carriage and/or private hire vehicle licence (if a renewal inspection the date will commence from the date of expiry of the current certificate)
 - (e) If:-
 - (i) the Contractor certifies to the Council that a vehicle which it has inspected is not mechanically sound, road worthy and safe; and
 - (ii) the applicant or prospective applicant submits the vehicle for a second inspection within 14 days of the first inspection.

To make no charge for the second inspection.

2. The Council agrees with the Contractor that all applicants for hackney carriage and/or private hire vehicles licences in the County of Monmouthshire shall be required to have their vehicles inspected by the Contractor or such other person or company as may be appointed by the Council to carry out such inspections.
3. The Contractor shall be liable for and indemnify the Council against and insure against any expense liability or cost claim proceedings in respect of any damage whatsoever to any property real or personal insofar as such damage arises out of or in the course of or by reason of the carrying out of the inspection in accordance with the terms of this Agreement and is due to any negligence omission or default of the Contractor or any person for whom the Contractor is responsible.
4. The Contractor shall not assign this Agreement without the previous written consent of the Council which shall be at the Councils absolute discretion.
5. The Council shall be entitled to cancel this Agreement and to recover from the Contractor the amount of any loss resulting from such cancellation if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind or if the Contractor shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972 or any re-enactment thereof.
6. The Council shall be entitled to cancel this Agreement if it is found the Contractor has not carried out the test in accordance with the attached Schedule.

7. The Contractor shall ensure that insofar as it is able so to do it will comply with any requirements of the Health and Safety Legislation in connection with the carrying out of the inspections.
8. This Agreement shall operate providing the garage is authorized for MOT testing of vehicles.
9. The Council may by notice in writing to the Contractor forthwith determine this Agreement if the Contractor shall default in any one or more of the following respects:
 - (a) if the Contractor without reasonable cause fails to carry out its obligations in this Agreement.
 - (b) If the Contractor becomes bankrupt or makes a composition or arrangement with its creditors or having a winding up order made or (except for the purposes of reconstruction) a resolution for voluntary winding up passed or a provisional liquidator receiver or member of its business or undertaking duly appointed or possession is taken by or on behalf of any creditor of any property the subject of a charge.

IN WITNESS whereof the [parties hereto have caused their Common Seals to be hereunto affixed] [the Council has causes its Common Seal to be affixed and the Contractor has signed this instrument in the presence of the person named below] the day and year first before written.

THE COMMON SEAL of)
MONMOUTHSHIRE COUNTY COUNCIL)
 Was hereunto affixed in the presence of:-)

Signed _____
 Member of the Council

Signed _____
 Authorized Officer

***THE COMMON SEAL of – State Company)**
Name and Address)
 Was hereunto affixed in the presence of:-)

Signed _____ (as a Deed by the said) _____ (Print Name)

Signed _____ (In The Presence of) _____ (Print Name)



HACKNEY CARRIAGE / PRIVATE HIRE VEHICLES

**Schedule of items to be inspected to assess fitness
of a vehicle to be used as a Hackney Carriage / Private Hire Vehicle**

(Please indicate test findings in the space provided on the vehicle test certificate)

Vehicle Details:-

Registration No. _____ Chassis No. _____
 Model/Type of Body _____ Type of Vehicle _____ Engine Capacity _____

 Firm and / or Owner _____

General	
1. Exterior and interior licence plates fitted (renewal licences only)	Pass/ Fail
2. Seating capacity 8 or less passengers (on renewal vehicles check number of seats match the number of passengers shown on licence)	Pass/ Fail
3. At least one window on each side of the vehicle, the front windscreen must be checked for cracks at MOT standard. Other windows manufactured to open and close are checked and in working order	Pass/ Fail
4. Sufficient means for communicating with the driver	Pass/ Fail
5. At least two passenger doors. All doors able to open and close correctly from inside and outside the vehicle	Pass/ Fail
6. Separate door for the driver	Pass/ Fail
7. Windscreen washers in working order	Pass/ Fail
8. Windscreen wipers in working order	Pass/ Fail
9. First aid kit with the registration number of the vehicle displayed on the box	Pass/ Fail
10. Only advertising for the hackney carriage/ private hire firm is permitted on the vehicle. Advertising must be; <ul style="list-style-type: none"> • Uncluttered • Not obstructing a window view • Not shown on screens 	Pass/ Fail
11. Proper carpet, mat or other suitable covering for the floor maintained in a good condition	Pass/ Fail
12. The rear door/boot lid supporting arms/gas struts shall be well maintained and easily capable of supporting the door/lid	Pass/ Fail
13. Luggage storage must be provided for the number of passengers carried	Pass/ Fail
Seats	
A. Seats Properly cushioned or covered	Pass/ Fail
B. Seats shall have a minimum width of 400mm per passenger. With a bench seat for 3 passengers, the minimum of 1200mm shall be measured at the narrowest point e.g. between the armrests	Pass/ Fail
C. There must be a minimum of 200mm legroom for all passenger seats measured from the front edge of the seat to the rear of any seat, dashboard or internal panel in front	Pass/ Fail
D. There must be a minimum of 860mm headroom for all passenger seats measured from the rear of the seat cushion to the roof lining	Pass/ Fail
E. Seats shall face forwards or rearwards to the direction of travel. They may not be sideways facing to the direction of travel	Pass/ Fail
F. Right hand drive vehicle	Pass/ Fail
Steering	
A. Steering checked to MOT standard	Pass/ Fail
B. Steering and power steering components	Pass/ Fail
C. Power steering	Pass/ Fail
D. Wheel and column	Pass/ Fail
E. Linkages, swivel pins etc	Pass/ Fail

Suspension	
A. Suspension tested to MOT standard	Pass/ Fail
B. Shock absorbers	Pass/ Fail
C. Suspension components	Pass/ Fail
Brakes	
A. Efficiency of foot brake and hand brake tested	Pass/ Fail
B. Brake system	Pass/ Fail
C. Pedal travel	Pass/ Fail
D. Air in system	Pass/ Fail
E. Hand brake travel	Pass/ Fail
F. Cylinder leaks	Pass/ Fail
G. Brake fluid level	Pass/ Fail
H. Uneven braking	Pass/ Fail
I. Brake pipes	Pass/ Fail
Transmission	
A. Transmission tested to MOT standard	Pass/ Fail
B. Gear box	Pass/ Fail
C. Propeller shaft and universal joints	Pass/ Fail
D. Final drive	Pass/ Fail
Other under bonnet	
A. Mountings	Pass/ Fail
B. Low power	Pass/ Fail
C. Oil Leaks	Pass/ Fail
D. Speed limiter (if applicable)	
E. Water Leaks	Pass/ Fail
F. Ancillaries	Pass/ Fail
Vehicle Emissions Check	
A. Emissions check to MOT standard	Pass/ Fail
Wheels and Tyres	
A. Road wheels must be fitted with the manufacturer's recommended tyre type and size. All tyres must be either all cross ply or all radials and have a minimum tread depth of 1.6mm across 75% of the tyre (remould tyres are not acceptable unless they are clearly marked showing that they comply with British Standards and current legal requirements).	Pass/ Fail
B. Tyre pressure correct to the manufactures guidance.	Pass/ Fail
C. A spare tyre of the same type as fitted to the road wheels; a jack and wheel brace must be carried where originally fitted by the manufacturer, or a space saver wheel manufactured for the vehicle, or a puncture repair kit is supplied as standard by the manufacturer.	Pass/ Fail
D. Wheel bearings	Pass/ Fail
E. Wheel nuts and studs	Pass/ Fail
F. Tyre play/movement	Pass/ Fail
Chassis/ Sub-Frame	
A. Spring and suspension anchor points	Pass/ Fail
B. Underbody Corrosion	Pass/ Fail
C. Fuel system including tank and pipes	Pass/ Fail
D. Exhaust system	Pass/ Fail
Body Exterior	
A. Damaged or dangerous panels and bumpers	Pass/ Fail
B. Registration plate securely fitted and clearly visible	Pass/ Fail
C. Registration plate lamps	Pass/ Fail
D. Windscreen blades and washers	Pass/ Fail
E. Conditions of paintwork (no untreated rust, holes, damaged metal)	Pass/ Fail
F. Roof light connected to taxi meter in working order, displaying word "Taksi" on	Pass/ Fail

the front and "Taxi" on the rear (Hackney Carriage renewals only)	(renewal only)
G. The roof must be watertight with no sign of leaks	Pass/ Fail
H. 2x Side mirrors fitted and glass not damaged	Pass/ Fail
I. Fuel tank cap	Pass/ Fail
J. Bonnet secure and in working order	Pass/ Fail
K. Towbars	Pass/ Fail
Body Interior	
A. Cleanliness throughout the vehicle, including the boot area, Clean and tidy (Suitable for paying passengers, no rubbish or driver personal belongings including the boot area that would minimize luggage capacity)	Pass/ Fail
B. Seat belts checked for safety and should not be stiff or difficult to pull	Pass/ Fail
C. Seat anchors	Pass/ Fail
D. Vehicle upholstery sufficient. Cloth or seat covering comfortable without any open tear or cigarette burns visible	Pass/ Fail
E. A 'No-Smoking' sign is displayed in each compartment of the vehicle in which people can be carried. This sign must show the international 'No-Smoking' symbol at least 70mm in diameter.	Pass/ Fail
F. Interior rear view mirror with clear view through the vehicle	Pass/ Fail
Dashboard	
A. Clean and visible without damage	Pass/ Fail
B. No warning lights displayed (airbags, ABS, engine management, oil, service)	Pass/ Fail
C. Odometer/Speedometer in working condition	Pass/ Fail
D. Driver controls in working order	Pass/ Fail
Other	
A. Headlights working and aim checked	Pass/ Fail
B. Side lights working	Pass/ Fail
C. Indicators working	Pass/ Fail
D. Hazard warning lights working	Pass/ Fail
E. Break lights working	Pass/ Fail
F. Fog lamps working	Pass/ Fail
G. Reverse lights working	Pass/ Fail
H. Interior lights working	Pass/ Fail
I. Battery and leads	Pass/ Fail
J. Horn	Pass/ Fail
K. Any wiring defects	Pass/ Fail
L. All reflectors un-damaged	Pass/ Fail
M. Any reason a vehicle would not pass a MOT	Pass/ Fail
N. Road Test	Pass/ Fail
Trailers	
O. The trailer shall at all times comply with all Road Traffic legislation requirements, Tyres, lights and stability must be tested	Pass/ Fail
P. Vehicle registration number clearly displayed	Pass/ Fail
Q. Exterior Private Hire/Hackney Carriage Licence displayed (renewal licence only)	Pass/ Fail

I certify the vehicle named above has been fully tested against the above criteria. Any failed criteria is clearly written on the vehicle test certificate to be produced to the licensing section, extra pages to be used if required.

Examined by;

Name in Block Letters: _____

Signature: _____

Date: _____

Garage official stamp or seal :-



monmouthshire
sir fynwy

Monmouthshire County Council
The Licensing Section, Abergavenny
Community Education Centre, Old
Hereford Road, Abergavenny, NP7 6EL
Cyngor Sir Fynwy
Adran Trwyddedu, Canolfan Addysg
Gymunedol Y Fenni, Old Hereford
Road, Y Fenni, NP7 6EL

Appendix B

Tel/Ffôn: 01633 644214
E-Mail/Ebost: lindaogorman@monmouthshire.gov.uk
Web/Gwefan: www.monmouthshire.gov.uk
Our Ref/Ein Cyf:
Your Ref:/Eich Cyf:
Date/Dyddiad: 18 March 2020

Dear

Ref:Hackney Carriage/Private Hire Vehicle Inspections

I refer to the existing Agreement dated XX/XX/XXXX pursuant to which you are able to undertake vehicle inspections upon hackney carriage/private hire vehicles.

The Council has reviewed this Agreement which is now X years old, and determined it requires updating. This will necessitate terminating the Agreement and replacing it with a revised version.

Accordingly this letter is notice that the Agreement will terminate on the 31st day of March 2021, providing you with 12 months notice.

Providing you hold an authority to MOT vehicles in Classes M1 and M2 you are eligible to apply to be placed on the list of Council authorised inspection centres in Monmouthshire. Details of the revised contract and the application process to be placed on Monmouthshire County Council's approved list of vehicle testing garages will be issued prior to December 2020.

I have attached a copy of the existing contract and welcome your views in drafting up a new contract. The period of consultation runs until **Tuesday, 30th June 2020**. This is your opportunity to contribute to a new contract and I would be happy to receive any comments.

You can contact our Licensing Team, or ask questions by any of the following means:-

1. By Telephone on 01873 735420
2. By E Mail : licensing@monmouthshire.gov.uk
3. By Letter : Licensing Section, Monmouthshire County Council, Abergavenny Community Education Centre, Old Hereford Road, Abergavenny NP7 6EL.
4. Further details on the consultation is available on our website www.monmouthshire.gov.uk/licensing

Yours sincerely

Linda O'Gorman
Principal Licensing Officer