



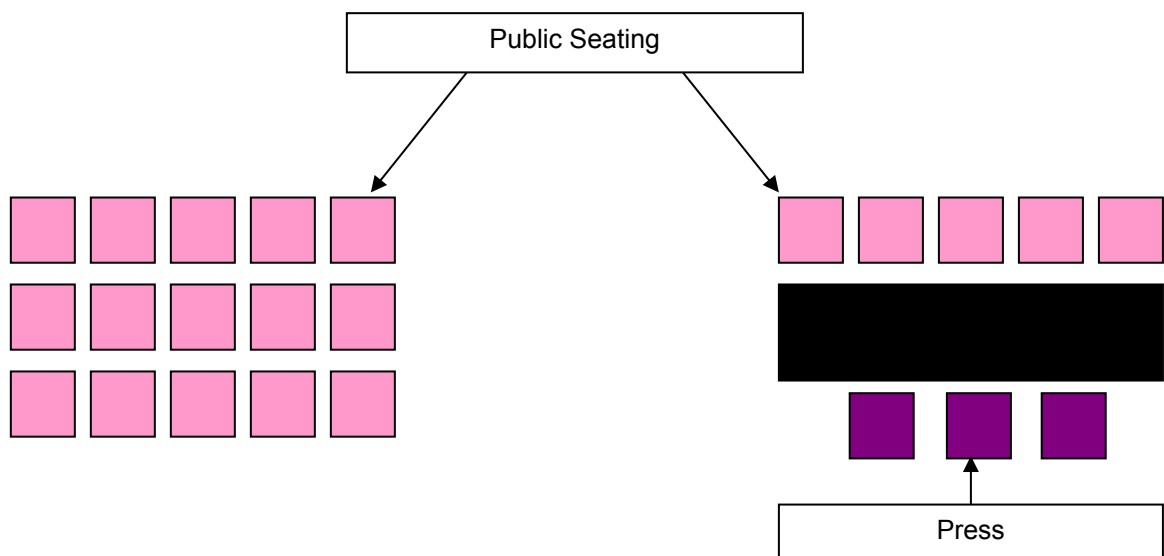
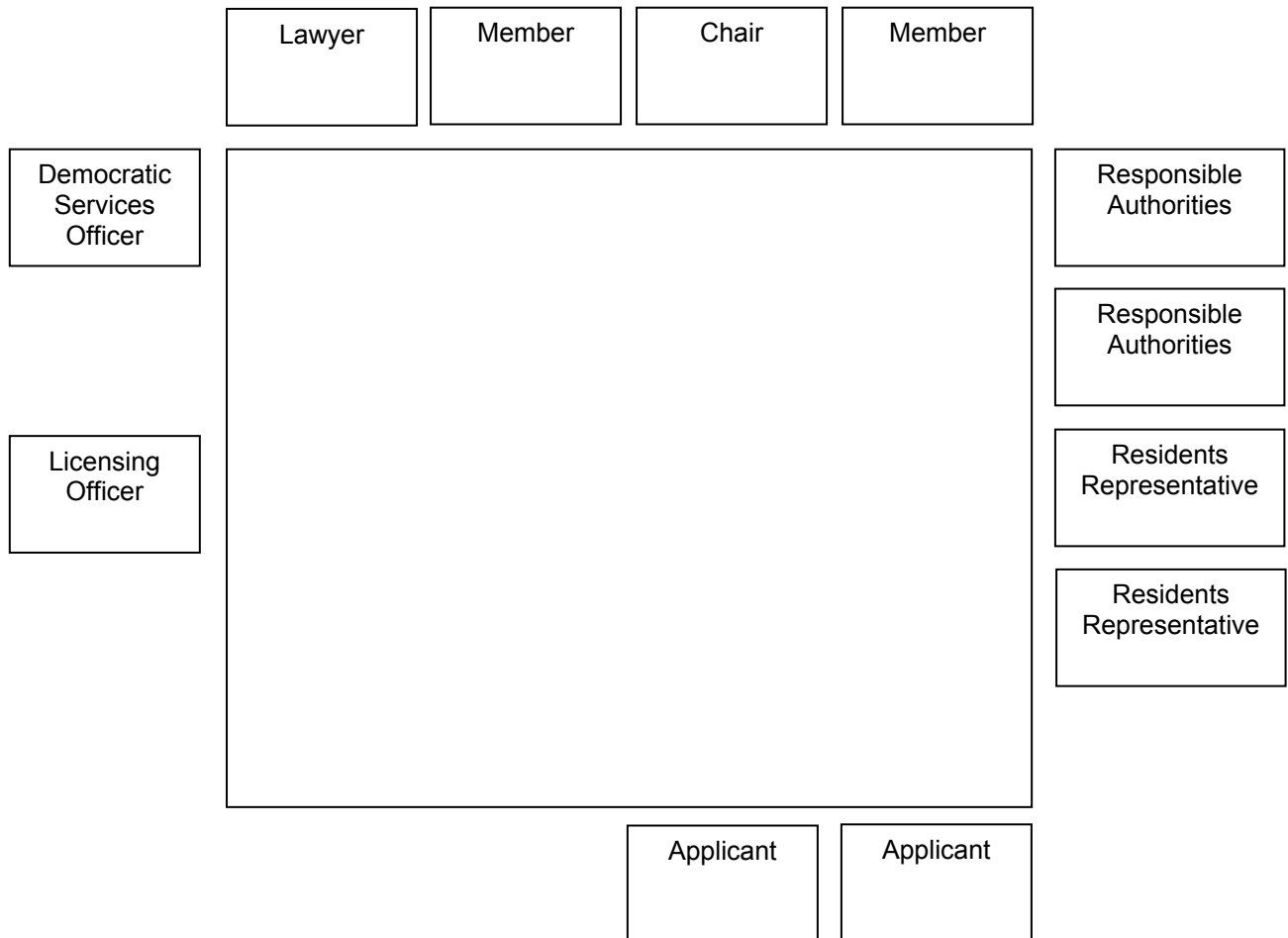
Title:	Licensing Panel (Non Licensing Act 2003 Functions)
Date:	19 October 2015
Time:	10.00am
Venue	Committee Room 2, Brighton Town Hall
Members:	Councillors: Marsh, Simson and Deane
Contact:	Penny Jennings Democratic Services Officer 01273 29-1064 ross.keatley@brighton-hove.gov.uk

Licensing Panel

(Non Licensing Act 2003 Functions)

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Democratic Services: Meeting Layout



AGENDA

Part One

Page

5 TO APPOINT A CHAIR FOR THE MEETING

6 PROCEDURAL BUSINESS

(a) **Declaration of Substitutes:** Where Councillors are unable to attend a meeting, a substitute Member from the Licensing Committee may attend, speak and vote in their place for that meeting.

(b) **Declarations of Interest:**

- (a) Disclosable pecuniary interests;
- (b) Any other interests required to be registered under the local code;
- (c) Any other general interest as a result of which a decision on the matter might reasonably be regarded as affecting you or a partner more than a majority of other people or businesses in the ward/s affected by the decision.

In each case, you need to declare

- (i) the item on the agenda the interest relates to;
- (ii) the nature of the interest; and
- (iii) whether it is a disclosable pecuniary interest or some other interest.

If unsure, Members should seek advice from the committee lawyer or administrator preferably before the meeting.

(c) **Exclusion of Press and Public:** To consider whether, in view of the nature of the business to be transacted, or the nature of the proceedings, the press and public should be excluded from the meeting when any of the following items are under consideration.

NOTE: Any item appearing in Part Two of the Agenda states in its heading the category under which the information disclosed in the report is exempt from disclosure and therefore not available to the public.

A list and description of the exempt categories is available for public inspection at Brighton and Hove Town Halls.

7 APPLICATION FOR AN OPERATOR LICENCE APPLICATION UNDER THE TAXI AND PRIVATE HIRE VEHICLE LEGISLATION: UBER BRITANNIA LTD 1 - 148

Report of the Director of Public Health (copy attached)

Contact Officer: Jean Cranford
Ward Affected: All Wards

Tel: 29-2550

LICENSING PANEL (NON LICENSING ACT 2003 FUNCTIONS)

NOTE: *There may be more than one item on this agenda, and as such the item you are interested in may not be heard until later in the day. However, the Chair reserves the right to alter the running order of the agenda at the start of the meeting without prior notice.*

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Meeting papers can be provided, on request, in large print, in Braille, on audio tape or on disc, or translated into any other language as requested.

For further details and general enquiries about this meeting contact Penny Jennings, (01273 29-1064, email ross.keatley@brighton-hove.gov.uk) or email democratic.services@brighton-hove.gov.uk

Date of Publication - Friday, 9 October 2015

LICENSING PANEL (NON LICENSING ACT 2003)

Agenda Item 7

Brighton & Hove City Council

Subject:	Application for a Operators Licence under the Taxi and Private Hire Vehicle (PHV) legislation: the Town Police Clauses Act 1847 (the 1847 Act) and the Local Government (Miscellaneous Provisions) Act 1976 (the 1976 Act)		
Applicant:	UBER Britannia Ltd.		
Date of Meeting:	19 October 2015		
Report of:	Director of Public Health		
Contact Officer:	Name: Jean Cranford		
	Email:	Jean.cranford@brighton-hove.gcsx.gov.uk	Tel: (01273) 292550
Ward(s) affected:	All		

FOR GENERAL RELEASE

1. PURPOSE OF REPORT AND POLICY CONTEXT

- 1.1 To determine an application for a new Operators Licence under the Taxi and Private Hire Vehicle (PHV) legislation: the Town Police Clauses Act 1847 (the 1847 Act) and the Local Government (Miscellaneous Provisions) Act 1976 (the 1976 Act) from Uber Britannia Ltd, Tower Point 44, North Road, Brighton BN1 1YR.

2. RECOMMENDATIONS:

- 2.1 This application is for a New Operators Licence under the under the Taxi and Private Hire Vehicle (PHV) legislation: the Town Police Clauses Act 1847 (the 1847 Act) and the Local Government (Miscellaneous Provisions) Act 1976 (the 1976 Act). (Appendix A: application form). This is new emerging technology and officers have no previous experience.

3. CONTEXT/ BACKGROUND INFORMATION & CONSULTATION

- 3.1 This application is for a New Operators Licence under the under the Taxi and Private Hire Vehicle (PHV) legislation: the Town Police Clauses Act 1847 (the 1847 Act) and the Local Government (Miscellaneous Provisions) Act 1976 (the 1976 Act). (Appendix A: application form). This is new emerging technology and officers have no previous experience.
- 3.2 Section 80 of the Local Government (Miscellaneous Provisions) Act 1976 (the 1976 Act) defines “operate” and “operator licence”:

“Operate means in the course of business to make provision for the invitation or acceptance of bookings for a private hire vehicle”

“Operators licence” means a licence under Section 55 of the 1976 Act.

Section 46(1)(d) makes it clear that anyone acting as an operator must have an operators licence: “(d) no person shall in a controlled district operate any vehicle as a private hire vehicle without having a current licence under S55 of this Act” and a local authority cannot grant a licence (s55(1)) “unless they are satisfied that the applicant is a fit and proper person to hold an operators licence”. So, in simple terms, a private hire operator is the person who takes a booking for a private hire vehicle and then dispatches a PHV driven by a licenced private hire driver (PHD) to fulfil that booking. All three licences (PHO, PHV and PHD) must have been granted by the same authority.

3.3 PHV operator responsibilities

Taxi and PHV licensing is not an area where there is much scope for self-regulation, but PHV operators do have a key role in ensuring that the drivers they employ are fit and proper persons, and are properly trained in their roles.

The responsibility of PHV operators is to ensure that their drivers are fit and proper persons; this licensing authority requires operators to demonstrate what steps they are taking to ensure that their drivers are fit and proper persons, as well as appropriately trained.

3.4 However, the role goes far beyond simply taking bookings and despatching vehicles. In the course of making a booking and dispatching the vehicle and driver, the PHO will obtain significant amounts of personal information. For example, when a booking is made to an airport, and a return booking made for a week or fortnight later, it is reasonably apparent that a holiday is being taken. With a little further research (either by questioning the person making the booking, or following reports of conversations between the passengers and the driver) it will soon be apparent that the house is going to be empty for that period of time. In dishonest hands this information is extremely valuable. Likewise, where regular bookings are made, it is easy to ascertain when parents are leaving children alone in the house, and so on.

3.5 It is therefore vital that PHOs are as trustworthy and reliable as a driver, notwithstanding their slightly remote role.

3.6 How does a local authority satisfy itself as to the “fitness and propriety”? The term “safe and suitable” is a modern interpretation of “fit and proper” but there are some difficulties placed in the path of the local authority. Unlike hackney carriage and private hire drivers, the Rehabilitation of Offenders Act 1974 (Exemptions) (Amendment) Order 2002 does not cover PHOs who are therefore not excluded from the workings of the Rehabilitation of Offenders Act 1984 (the 1974 Act). This means that convictions become spent in relation to a PHO. However, the ruling of the High Court in Adamson v Waveney District Council means that local authorities can take spent convictions into account when determining the suitability for a licence. The fact that the role of the PHO is not an exempt occupation for the 1974 Act means that it is not possible to obtain an Enhanced DBS check, but they can be asked to obtain a Basic Disclosure. This can be combined with a statutory declaration as part of the application process requiring the applicant to list all previous convictions, together with other material information in a similar fashion to taxi drivers.

- 3.7 It has been suggested that a working test of fitness and propriety for PHOs is “would I be comfortable providing sensitive information such as holiday plans, movements of my family or other information to this person, and feel safe in the knowledge that such information will not be used or passed on for criminal or unacceptable purposes?”
- 3.8 The licence is granted to the PHO on the basis of their fitness and propriety but there is no overt mechanism to consider the suitability of those who work for the PHO. There is no reason why a condition cannot be imposed on the PHO licence requiring them to undertake checks (for instance enhanced DBS checks and training) on those they employ/use within their company to satisfy themselves that they are fit and proper people to undertake that task, and retain that information that they obtain to demonstrate that compliance to the local authority. Any failure on the part of the PHO to either comply with this requirement or act upon information that they obtain (therefore allowing unsuitable staff to work in positions of trust) would then have serious implications on the continuing fitness and propriety of the PHO.
- 3.9 This responsibility will be even more important when the Deregulation Bill comes into effect in October 2015 and operators are able to sub-contract bookings to other providers. There are existing obligations on operators who seek to pass on a booking and the first operator will always retain overall responsibility for its fulfilment. BHCC intends to enhance this responsibility by placing conditions on an operator’s licence to require them to set out how they will handle sub-contracting and ensure consumer protection.
- 3.10 All hackney carriage and private hire vehicles in Brighton & Hove must be fitted with CCTV cameras to protect public safety. This may not be the case in vehicles licensed in neighbouring authorities.
- 3.11 Licensing authorities have the responsibility for ensuring the public travel in safe, well maintained vehicles driven by competent drivers, as well as providing a fair and reasonable service for the taxi and PHV trade. There are no statutory timescales or performance measures for taxi/PHV licensing, unlike some other licensing regimes.
- 3.12 Uber’s terms and conditions state the following:
“3. UBER’S ACCEPTANCE OF BOOKINGS AS AGENT OF THE
TRANSPORTATION PROVIDER.
Uber accepts Bookings acting as disclosed agent for the Transportation Provider (as principal). Such acceptance by Uber as agent for the Transportation Provider gives rise to a contract for the provision to you of transportation services between you and the Transportation Provider (the **"Transportation Contract"**). For the avoidance of doubt: Uber does not itself provide transportation services, and Uber is not a Transportation Provider. Uber acts as intermediary between you and the Transportation Provider. You acknowledge and agree that the provision to you of transportation services by the Transportation Provider is pursuant to the Transportation Contract and that Uber accepts your booking as agent for the Transportation Provider, but is not a party to that contract.

For the sake of clarity, your Booking will be allocated to the nearest available Transportation provider by the Uber entity which holds the relevant operator license”.

- 3.13 Although it is not statutory, all private hire vehicles in Brighton & Hove are fitted with a meter and the fares are regulated in line with fares charged by hackney carriages. Consumers are protected as fares are advertised and predictable. Uber do not use this method, see 3.14 below.

3.14 **Uber Fare Estimate (taken from Uber website)**

“Find out roughly what your trip will cost before you request. Just set your pickup location, enter a destination, and tap Fare Quote — the app will calculate an approximate amount based on the expected time and distance, so there are never any surprises on your receipt

We often receive questions about how reliable Uber is. “Will there be a car available?” “Can I count on you guys for the New Year’s festivities?”

One of our main aims is to provide a reliable ride to anybody who needs one, no matter how high demand is or what is going on in London. We won’t be perfect, but we’ll try our hardest; we’ve started turning on what we call Surge Pricing in order to achieve a continued high level of service during exceptionally busy times”.

Surge pricing (taken from Uber Blog: How does Surge Pricing work?)

When the supply of cars gets tight, we will raise the price in increments over time and conversely as supply opens up, we’ll lower the price.

How does Surge Pricing maximise the number of Uber rides available?

We are able to get a greater number of drivers on the system when Surge Pricing is in effect – it’s basic economics. Higher prices encourage more supply to come online. Higher prices mean more cars, more rides, more people getting around the city efficiently, safely AND in style.

You’ll always be notified when surge pricing is on

Any surge pricing event is accompanied with a pop up in your app of what the price increase is vs. normal rates before a request is made (riders must OK the notification), as well as immediately after the request, in case they want to cancel before the car arrives”.

- 3.15 UBER keeps electronic records, stored in a “Cloud”; there are concerns about the security of information stored and also how the local authority will be able to access that information if they need to examine it.
- 3.16 The Significant Unmet Demand survey which is being carried out during 2015 will contain a question on PHO licence conditions with a necessary proportion of WAVs. Issues identified by previous unmet demand surveys include discrepancies in waiting times for WAVs. The present WAV proportions (WAV + PHVs) is 41% for HC’s and 12% for PH’s and trends over past 3-5 years shows these figures increasing year on year.

Representations received

- 3.17 Details of the representationsL a summary appears below:

- 3.18 13 representations were received. They were received from local businesses, taxi unions, trade associations and from a councillor. Representations can be found at appendix 5, 6, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20 and 21.
- 3.19 Representations received had concerns relating to “fitness and propriety”.

4 COMMENTARY ON THE TAXI LICENSING POLICY (BLUE BOOK)

- 4.1 The following extracts from the Blue Handbook for Hackney Carriage and Private Hire Drivers, Vehicles and Operators (The Blue Book) states Brighton & Hove City Council Taxi Licensing Policy (Blue Book) are considered relevant to this application and **are numbered as they appear in the policy**:

- 4.2 **“Section 3. Part A. Procedure for Licensing a Private Hire Operator.**

146. General.

Anyone who makes provision for the invitation or acceptance of bookings for a private hire vehicle must hold an operators licence (with the exception of those who only operate vehicles covered by section 75 of the Act of 1976). This means that any individual (group or company) which advertises the services of any private hire vehicle with the services of a driver for hire and reward, or has a mobile telephone or pager which is carried within a licensed vehicle then that driver and vehicle have made provision for the acceptance of bookings for hire and reward and will be required to hold a private hire operators licence.

Brighton and Hove City Council are subject to duties under the Equalities Act 2010 which includes the duties to eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Act.

In relation to the Hackney and Private Hire as the licensing authority we are wishing to ensure that the needs and requirements of those with a disability are being acknowledged and met.

Primary issues for the Council to take note of are:

- Mobility – this is being addressed by the introduction of wheelchair accessible cabs. It is noted that certain service users who may have mobility issues still prefer old style saloon cars. The trade should be able to respond as appropriate where a particular type is requested.
- Visual impairment - drivers to be aware that greater assistance will be required. As per the detail already included in this document.
- Hearing impaired – note should be taken that those with hearing difficulties should wherever possible be provided with a text service.
- Awareness of those with mental health issues.
- Awareness of those with learning disabilities.
- Training for drivers on disability awareness for instance not assuming that because someone is slurring speech that they are drunk as opposed to having neurological disorder.

It is desirable that the operators can on request provide monitoring information. What is required are figures on the numbers of journeys undertaken by those with an obvious disability or where one has been declared – personal information

is not required. In addition where there has been an issue around a disability the details of that issue and what if any steps were taken to address that and prevent its reoccurrence.

This information will be required to be provided annually when the application for renewal is made.

147. The Operator.

147.1 The application form must be complete and returned to the Taxi Licensing Office.

147.2 Every applicant will be checked to ensure that they are a fit and proper person to hold a private hire operators licence.

147.3 The applicant is required to provide proof of holding a radio transmission licence (and planning permission for any aerial if required) if such radios are used by the operator.

147.4 In the case of operators who invite the public to make bookings in person at a premises, the prospective premises will be inspected to ensure compliance with the following;

147.4.1 clean, adequately heated, ventilated and lit, both for bookings and waiting,

147.4.2 if required waiting area has adequate seating facilities.

147.5 The operator premises to be licensed must be situated within the district of Brighton & Hove.

147.6 The operator may only utilise drivers and vehicles also licensed by Brighton & Hove City Council.

147.7 No licence will be issued until all licence requirements are met to the satisfaction of the authorised officer and the appropriate fee has been paid.

147.8 All operators premises to which the public have access must be covered by public liability insurance to cover all risks.

147.9 Planning permission for operating purposes maybe required and it is the operator's responsibility to ensure any permission required is granted and produced to an authorised officer at the time of application.

147.10 All operators will be required to have a document setting out their policies and procedures in relation to those with a disability. They will also be required to undertake monitoring of use of their service by those with a disability and provide a summary of monitoring in a format as required by the Executive Director Environment Development & Housing

147.11 All operators will be required to have a document summarising all complaints received during the previous year with any renewal application whether upheld or not in a format as required by the Executive Director Environment Development & Housing.

148. Notes.

Any requirements of legislation which affect the operations being carried out under the terms of this licence shall be regarded as if they are conditions of this licence. Case law has shown that anyone making provision for the acceptance of bookings for private hire must be licensed in the District where such provision is made (this includes such things as mobile telephones, pagers and redirected calls by any electronic means) and such bookings must be fulfilled by drivers and vehicles licensed in the same district as which the operator holds his licence. So

if an operator accepts a call on a mobile telephone in a district other than the one in which he is licensed he will commit an offence of operating in an un-licensed manner”.

- 4.3 Uber were asked for information about they will comply with the above and also for a document setting out their policies and procedures in relation to those with a disability. On 4 August 2015, HCO received from Uber “Uber Accessibility” – see appendix 4.
- 4.4 www.parliament.uk says: Both the taxi and private hire industries are facing challenges from new technology, and from legislative change, causing concern and anger amongst a number of operators and drivers. Uber is subject to ongoing legal challenge in UK and other courts and its use by PHV drivers in London has proven deeply controversial. Meanwhile, the legal framework in England and Wales, including London, was reviewed in 2012-14 by the Law Commission, which published recommendations and a draft Bill in May 2014. The Government has yet to publish a response to this and indicate whether it intends to implement the wholesale reform proposed by the Commission. The Coalition Government made minor changes to the law in the *Deregulation Act 2015*.
- 4.5 The City receives 9.5 million tourism day trips and 1.4 million staying visitors per year. The cultural and tourism offer in Brighton & Hove is crucial to the ongoing economic success of the city; it brings both money and jobs including the large number of taxi and private hire drivers employed in the city.

5. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

- 5.1 This application would have attracted a fee, which is designed to cover the Council’s cost of processing the application.

Finance Officer Consulted Michael Bentley

Date: 22.09.15

Legal Implications:

- 5.2 As is identified above the primary test is whether an operator is a fit and proper person or the alternate definition. This test is to be applied to the applicant operator and not normally to any drivers who may be employed by them. The individual drivers will have to meet their own test to obtain the licence.
- 5.3 Case law and Counsels opinion (relating to drivers and the applicability of the fit and proper test) confirm, that for any piece of evidence to be used it must go above speculation rumour or innuendo. There must be therefore be a strong base for taking in to account any allegation of misbehaviour or inappropriate actions.
- 5.4 Complaints about behaviour in foreign jurisdictions. We have noted that multiple representations have been made about what has transpired across Europe and the USA. Neither of those areas are applicable in our determination. This is in part because there will be a different licencing regime and statutory framework and part because we have to determine the application based on facts known to us. On the basis of research carried out by legal while there may be many

pending applications, none as far as we can see have been determined and so no findings that we can definitively utilise within the test framework. Even if such findings were to be made they may well not be applicable within the domestic statutory framework.

- 5.5 Domestic challenges: We note that there is pending within the High Court an application made by TFL for a determination of the question as to whether the App and its price calculating element constitutes a 'meter'. This decision is expected in early October and it is to be hoped that it will be available for the committee. The fact that TFL have asked for a determination clearly demonstrates that this is an uncertain element of the law and consequently of itself it is unlikely to have the impact of not making the applicant fit and proper. It may require a condition to be imposed depending on the High Court decision.
- 5.6 Tax & VAT; This has also been referred to along with the accompanying letters from senior figures in HMRC. The HMRC is satisfied with the tax arrangements of the Uber parent company and as such we cannot rely upon this.
- 5.7 Allegations of nuisance at airports. These are at the moment allegations. We have no firm details that it has happened or that this is orchestrated by the operators. This may well simply be the drivers as opposed to the operators acting inappropriately.
- 5.8 Wheelchair accessible vehicles. These are a requirement under the Blue book but do not go in the strictest sense to fit and proper. It may be viewed that not providing them means that there is some inroad in to that concept and taken with other factors may have a small relevance. It is noted that any new operator is in any event generally given a window of time to grow their business before a quota of WAV's are deemed necessary. It would be unreasonable if this is common policy not to give the same.
- 5.9 Insurance issues; it is noted that there have been concerns over insurance provision with allegedly the possibility of obtaining work with Uber on the basis of false documents. Our understanding is that this has been addressed in two regards – the first is the availability of insurance by Uber themselves and the second is a tightening up of the application procedures. This can be clarified with Uber themselves. This may also raise concerns that if it is possible to get driver status by use of fraud and so is the checking process for drivers robust enough? Given the definition of fit and proper it is a reasonable question to ask as to what the checking and vetting process is and how it can be enhanced if this was felt to be necessary.
- 5.10 The meter issue manifests itself in a different format. Brighton and Hove has an agreement with all drivers in the private hire community that they will have meters. This is not strictly required under the law as this can be a privately negotiated arrangement between the contracting parties. The Uber model does not fit comfortably with this and so there is at least in principal (dependant to a degree on the High Court decision) a departure from the blue book model in certain circumstances (some if not all Uber drivers may well be metered). It is questionable that this is a relevant factor within the fit and proper test, but it could be a point of clarification.
- 5.11 It has been raised that there are concerns about the licensing status of Uber and in particular our attention has been drawn to s48 of the Local Government (Miscellaneous Provisions Act) 1972. We are not clear why reference has been made to this as this relates to drivers and not operators. The relevant is in fact sections 55 to 57 as set out below:

55 Licensing of operators of private hire vehicles..

(1) Subject to the provisions of this Part of this Act, a district council shall, on receipt of an application from any person for the grant to that person of a licence to operate private hire vehicles grant to that person an operator's licence: .

Provided that a district council shall not grant a licence unless they are satisfied that the applicant is a fit and proper person to hold an operator's licence.

(2) Every licence granted under this section shall remain in force for such period, not being longer than five years, as a district council may specify in the licence. .

(3) A district council may attach to the grant of a licence under this section such conditions as they may consider reasonably necessary. .

Note – 56 Deals with duty to provide information during the course of a licence.

57 Power to require applicants to submit information..

(1) A district council may require any applicant for a licence under the Act of 1847 or under this Part of this Act to submit to them such information as they may reasonably consider necessary to enable them to determine whether the licence should be granted and whether conditions should be attached to any such licence. .

(2) Without prejudice to the generality of the foregoing subsection— .

(b) a district council may require an applicant for an operator's licence to submit to them such information as to— .

(i) the name and address of the applicant; .

(ii) the address or addresses whether within the area of the council or not from which he intends to carry on business in connection with private hire vehicles licensed under this Part of this Act; .

(iii) any trade or business activities he has carried on before making the application; .

(iv) any previous application he has made for an operator's licence; .

(v) the revocation or suspension of any operator's licence previously held by him;

(vi) any convictions recorded against the applicant; .

as they may reasonably consider necessary to enable them to determine whether to grant such licence;

(c) in addition to the information specified in paragraph (b) of this subsection, a district council may require an applicant for an operator's licence to submit to them— .

(i)if the applicant is or has been a director or secretary of a company, information as to any convictions recorded against that company at any relevant time; any trade or business activities carried on by that company; any previous application made by that company for an operator's licence; and any revocation or suspension of an operator's licence previously held by that company; .

(ii)if the applicant is a company, information as to any convictions recorded against a director or secretary of that company; any trade or business activities carried on by any such director or secretary; any previous application made by any such director or secretary for an operator's licence; and any revocation or suspension of an operator's licence previously held by such director or secretary;

(iii)if the applicant proposes to operate the vehicle in partnership with any other person, information as to any convictions recorded against that person; any trade or business activities carried on by that person; any previous application made by that person for an operator's licence; and any revocation or suspension of an operator's licence previously held by him.

5.12 There is a presumption for grant unless it is determined that a person is not fit and proper and above is set out the fact that conditions can be attached and information required to help determine the application.

5.13 Data Protection; concerns have been raised that Uber are guilty of Data Protection breaches. To remind the committee this must be more than mere speculation. Legal have reviewed the decisions at the Office of the Information Commissioner. Only one reference to Uber was found and this related to a complaint that TFL had not answered a request about Uber. We cannot locate any findings against Uber itself. Likewise we can find only newspaper articles suggesting breaches, but framed as allegations rather than proven facts. It is a legitimate issue of concern under the fit and proper test to be confident about confidentiality; it is legitimate to ask Uber about this situation. At this stage however there is little or no evidence that the allegations and the reality match.

5.14 In summary – many allegations have been made, but it is important to differentiate those that relate to matters abroad and are often multiple hearsay and those within a domestic environment. Within the domestic environment, much again is hearsay and should be treated with extreme caution. It is noted that TFL and numerous other local authorities have licenced Uber. This would suggest (but is not definitive) that they have not uncovered any concerns about the operating company that would mean that they are not fit and proper. Given that all English authorities licence using the same basic principles, this has to be noted if we are to look at Uber in its widest context.

5.15 It can also be noted that Brighton and Hove have a very stringent licensing regime, which has and is adhered to by the other operators in the city. It is not unreasonable to use the bench mark applied locally as opposed to other authorities tests. This particularly applies to the attachment of conditions.

5. 16 There is the fact that deregulation allows work to be contracted out of area. This will come in to force as of first of October.

Equalities Implications:

- 5.17 There are some concerns: Data Barring Service checks have not been sought for private hire operator companies. A prescribed proportion of WAVs condition on PHO licences would assist provide a prescribed proportion of accessible/WAV. Enhanced DBS of drivers post deregulation may be essential when PHOs can use drivers licensed by other licensing districts. Diversity is valued and strong, safe communities are vital to future prosperity. Taxi licensing policy aims to protect public safety including protecting children and vulnerable people from harm.

Sustainability Implications:

- 5.18 There are no direct sustainability implications.

SUPPORTING DOCUMENTATION

Appendices:

1. Uber application form
2. Uber Legal pages
3. Uber overview
4. Uber Accessibility
5. GMB rep
6. Streamline rep
7. Blank
8. Work instructions for dealing with complaints etc.
9. Work instructions for dealing with complaints etc.
10. Cllr Mears rep
11. CAUTION/Square One rep
12. Trade members rep
13. A Cheesman rep
14. A Cheesman rep
15. A Peters GMB email rep
16. A Peters GMB email attachment rep
17. Child Protection flowchart
18. Licensed Private Hire Car Association rep
19. GMB rep
20. Martin Walker rep
21. Streamline rep 051015

Documents in Members' Rooms

The Blue Handbook for Hackney Carriage and Private Hire Drivers, Vehicles and Operators (The Blue Book).

Background Documents

The Blue Handbook for Hackney Carriage and Private Hire Drivers, Vehicles and Operators (The Blue Book).

Reference 20 15/01466/ PHO 2



436303

APPLICATION FOR A PRIVATE HIRE OPERATOR LICENCE

Please write in Capital letters. Please complete all parts of this form. Please tick YES/NO boxes.

1. Full name, address and date of birth of person(s) or limited company wishing to operate private hire vehicles

UBER BRITANNIA LIMITED.
OFFICE 1123, HELLO HOUSE
OLD GRANADA STUDIOS, 2 ATHERTON STREET
MANCHESTER, M3 3GS

2. Trading, Person(s) or Limited Company and Telephone Number which it is intended to operate private hire vehicles. This may be made available to the public.

Trading, Person(s) or Limited Company Name UBER BRITANNIA LIMITED

Address(s) from which it is intended to operate private hire vehicles. (must be located within the City of Brighton & Hove)

TOWER POINT 44,
NORTH ROAD
BRIGHTON, BN1 1YR

Telephone Number (This must be a landline number which is answered within the City of Brighton & Hove) _____

3. Registered office of limited company if different from above

4. Is there a waiting room for the use of the public at that/those address(es)?

YES ☐ NO ☒

5. How many private hire vehicles are you operating from your base which are

a) licensed by Brighton & Hove Council _____

b) licensed by any other Council

6. Are the vehicles equipped with two way radio and or data units?

YES ☐ NO ☒

FOR OFFICE USE ONLY

Disability Policies & Procedures

YES ☐ NO ☒

Summary of Monitoring

YES ☐ NO ☒

Fee £

210

Licence number _____

Issued on _____

Valid from _____

Until _____

7. If the applicant is a partnership or limited company, give the full names, dates of birth, and addresses of all partners or directors and company secretary

KAREN WALKER

DOB = 26/02/1972

112 28th street

SAN FRANCISCO, CA 94131

USA

BRENT CALLINICOS

DOB = 17/12/1965

393 ATHERTON STREET

ATHERTON, CA 94027

USA

8. Has any person or company named above ever applied for an Operator's licence before, other than the existing licence which you are applying to renew, to this Council or to any other Council? YES ☐ NO ☐

If YES, when and where was that application made? MANCHESTER, 2014 - GRANTED

LEEDS, 2014 - GRANTED

BIRMINGHAM, 2015 - GRANTED

9. Does any person or company named above hold any of the following licences issued by this Council or by any other Council - private hire driver licence; private hire vehicle licence; hackney carriage driver licence; hackney carriage vehicle licence YES ☐ NO ☒

If YES give details:

10. Has any person or company named above ever been refused a private hire driver licence, private hire vehicle licence, private hire operator licence, hackney carriage driver licence; hackney carriage vehicle licence or had such a licence suspended or revoked? YES ☐ NO ☒

If YES give details, including the name of the Council, the date and the licence numbers:

11. What trade or business has each person named above carried on over the past five years prior to applying for this licence and where?

PRIVATE HIRE OPERATOR

12. Is or Has any person named above been a director or company secretary of any other limited company?

YES ☐

NO ☒

If YES give the following information about each of those companies: Company name and registered office; trade or business carried on by each company; all convictions in relation to any offence recorded against any of those companies; whether any of those companies ever applied for a private hire operator licence to this or any other Council; any revocation or suspension of a private hire operator licence issued to any of those companies by this or any other Council.

13. Declarations

WARNING It is an offence knowingly or recklessly to make a false statement or to omit any material particular:

DISCLOSURE AND BARRING (DBS) Brighton and Hove City Council complies with the DBS Code of Practice. Available on request.

Give details of all Convictions (whether or not spent), Cautions, Conditional Cautions, Community Resolutions, Anti Social Behaviour Orders, Criminal Behaviour Orders, County Court and High Court Injunctions, including Injunctions to prevent nuisance and annoyance or Fixed Penalty Notices (personally or business related) recorded against you and any Pending Proceedings.

See guidance on page 4.

Criminal Convictions/Cautions

Please give details of all Criminal Convictions/Cautions (if none write none)

Date of Conviction	Court	Offence	Penalty
None.			

Conditional Cautions, Community Resolutions, Anti Social Behaviour Orders, Criminal Behaviour Orders, County Court and High Court Injunctions, including Injunctions to prevent nuisance and annoyance or Fixed Penalty Notices (personally or business related)

Please give details of all as above (if none write none)

Date	Court	Type of Record	Penalty / Action
None.			

Pending Court/Criminal Proceedings

Please give details of all Pending Proceedings (if none write none)

Date of Conviction	Court	Offence	Penalty
None.			

Motoring Convictions

Please give details of all Motoring Convictions accrued in last 4 years (if none write none)

Date of Conviction	Court	Offence	Penalty
None.			

You are required to have a document setting out their policies and procedures in relation to those with a disability.

Please provide a copy of your policies and procedures.

You are required to undertake monitoring of use of your service by those with a disability.

Please provide a summary of the above monitoring.

In the following format (example). May be submitted in a digital format.

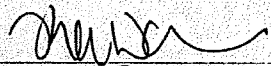
Type of complaint	Wheelchair user	Disability if known	Complaint Upheld	Outcome
No WAV available	YES	Not Known	YES	Advised to book in advance
Refused Guide Dog	NO	Blind	NO	Driver had exemption
Driver assumed passenger was intoxicated	NO	Parkinsons	YES	Driver warned / retrained

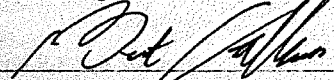
Your Declaration, All applicants - read this section and sign the declaration below

"The information you have provided will be used for the purposes of licensing private hire operators licence, the details of which may be made public, but it may be used for other Council purposes where this is permitted by law. The Council is registered under the Data Protection Act 1998 for these purposes. This Authority is under a duty to protect the public funds it administers. We may check information that you provide, or information provided by a third party, with other information we hold, such as Council Tax and Housing Benefit, to check the accuracy of information to prevent fraud or misuse, to protect public funds in other ways as permitted by law. We may also share this information with other public bodies administering public funds for these purposes, the Police, Revenue and Customs, UK Border Agency and the Department for Work and Pensions (DWP). These may include government departments and other local authorities. We will not disclose information about you to anyone, unless the law permits us to. The Council is the Data Controller for the purposes of the Data Protection Act 1998. If you want to know more about the information we have about you, or the way we use your information, please write to the Council's Data Protection Officer, King's House, Grand Avenue, Hove."

I hereby consent to the use of such material for such purposes.

Declaration Please issue me with the licence I have applied for on this form. I declare that to the best of my knowledge and belief the statements made on this form are true and correct and that no material particular has been omitted.

Signed  KAREN WALKER Date 11 / 03 / 2015

Signed  BRENT CALLINICOS Date 11 / 03 / 2015

Signed _____ Date ____ / ____ / ____

Signed _____ Date ____ / ____ / ____

WARNING: You will be liable to prosecution if you knowingly give false information in order to obtain a Licence.

If you require any help filling in this form please telephone (01273) 294429

STATUTORY DECLARATION

The following statutory declaration has been completed in front of a Solicitor or Justice of the Peace.

The purpose of the statutory declaration is to provide confirmation under oath that I am a fit and proper person to hold a private hire operator licence issued by Brighton Council under the Local Government (Miscellaneous Provision) Act 1976.

I, KAREN WALKER OF 112 28TH STREET, SAN FRANCISCO, CA 94131, USA, ACT, AS A DIRECTOR OF UBER BRITANNIA LIMITED AND I HAVE BEEN A DIRECTOR OF UBER BRITANNIA LIMITED FROM 20th DECEMBER 2013

THE HEAD OFFICE FOR UBER BRITANNIA LIMITED IS SITUATED AT 1123 HELLO HOUSE, OLD GRANADA STUDIOS, 2 ATHERTON STREET, MANCHESTER, M3 3GS

I hereby do solemnly and sincerely declare:

That I am a director of Uber Britannia Limited, a technology company. The statements, information and particulars contained in the document entitled "Brighton COUNCIL APPLICATION FOR A LICENCE TO OPERATE PRIVATE HIRE VEHICLES" has been completed and signed on my behalf and was produced and annexed to be true in all respects.

I can confirm we will carry out operations in Brighton from Tower Point 44, North Road
BRIGHTON BN1 1YR

I can confirm that I have no criminal convictions against my name and that I have not been charged with any criminal offence that is awaiting legal action.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Provisions of the Statutory Declarations Act 1835.

Signed Karen Walker

Date 2/11/15

KAREN WALKER, Director Uber Britannia

Declared at (place):

This day of 20...

Signed

See attached.

Before me (name):

Title and Role:

Solicitor/Commissioner for Oaths/Officer of the Court appointed by the Judge to take affidavits/
Justice of the Peace (please delete as appropriate)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

Subscribed and sworn to (or affirmed) before me

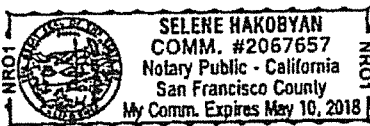
on this 11 day of March, 2015,
by Date Month Year

(1) Karen Walker

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature [Signature]
Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Statutory Declaration Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

STATUTORY DECLARATION

The following statutory declaration has been completed in front of a Solicitor or Justice of the Peace.

The purpose of the statutory declaration is to provide confirmation under oath that I am a fit and proper person to hold a private hire operator licence issued by Brighton Council under the Local Government (Miscellaneous Provision) Act 1976.

I, BRENT CALLINICOS OF 393 ATHERTON STREET, ATHERTON, CA 94027, USA, ACT AS A DIRECTOR OF UBER BRITANNIA LIMITED AND I HAVE BEEN A DIRECTOR OF UBER BRITANNIA LIMITED FROM 20th DECEMBER 2013

THE HEAD OFFICE FOR UBER BRITANNIA LIMITED IS SITUATED AT 1123 HELLO HOUSE, OLD GRANADA STUDIOS, 2 ATHERTON STREET, MANCHESTER, M3 3GS

I hereby do solemnly and sincerely declare:

That I am a director of Uber Britannia Limited. The statements, information and particulars contained in the document entitled "Brighton COUNCIL APPLICATION FOR A LICENCE TO OPERATE PRIVATE HIRE VEHICLES" has been completed and signed on my behalf and was produced and annexed to be true in all respects.

I can confirm we will carry out operations in Brighton from Tower Point 44, North Road
BRIGHTON BN1 1YR

I can confirm that I have no criminal convictions against my name and that I have not been charged with any criminal offence that is awaiting legal action.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Provisions of the Statutory Declarations Act 1835.

Signed Brent Callinicos

Date 11/03/2015

BRENT CALLINICOS, Director Uber Britannia

Declared at (place):

This day of 20...

Signed

See attached.

Before me (name):

Title and Role:

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

Subscribed and sworn to (or affirmed) before me

on this 11 day of March, 2015
by Date Month Year

(1) Brent Callinicos

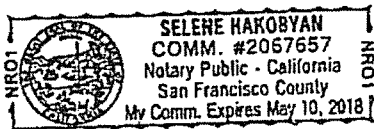
(and (2) _____),

Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature _____

Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Statutory Declaration Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____



CERTIFICATE OF INCORPORATION ON CHANGE OF NAME

Company Number 8823469

The Registrar of Companies for England and Wales hereby certifies that under the Companies Act 2006:

HINTER UK LIMITED

a company incorporated as private limited by shares, having its registered office situated in England and Wales, has changed its name to:

UBER BRITANNIA LIMITED

Given at Companies House on **28th August 2014**.

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

LEGAL

[USER TERMS](#)

[PRIVACY POLICY](#)

[COPYRIGHT](#)

[SECURITY POLICY](#)

[OTHER](#)

TERMS AND CONDITIONS

Last Updated: December 8th, 2014

United Kingdom 

PART 1: BOOKING SERVICE TERMS

1. DEFINITIONS.

"Booking Services" means the services set forth in paragraph 4 of this Part 1, which shall be provided to you by Uber acting as the agent of the Transportation Provider.

"Transportation Provider" means the provider to you of transportation services, including without limitation any drivers or vehicle operators licensed in accordance with the Regulations.

"Uber" shall mean Uber London Limited, a private limited liability company incorporated and registered in England and Wales with company number 8014782 whose registered office is at 1st Floor Focus Point, 21 Caledonian Road, London, United Kingdom, N1 9GB; and Uber Britannia Limited, a private limited liability company incorporated and registered in England and Wales with company number 8823469 whose registered office is at Office 1123 Old Granada Studios, 2 Atherton Street, Manchester, United Kingdom, M3 3GS.

"Uber App" means the software application and related services provided by Uber B.V. to you pursuant to terms and conditions set forth in Part 2.

"Website" shall mean www.uber.com.

2. PHV REGULATIONS.

Pursuant to the Local Government Miscellaneous Act 1976 and any related local government regulations pertaining to the operation of Private Hire Vehicles (together the **"Regulations"**), a private hire booking made by you must be accepted by a person that holds a relevant PHV

operator's licence. Uber is the holder of such a PHV operator license in each of the jurisdictions in which it operates, and as set out in paragraph 3 below accepts at its registered address and/or operations centre private hire bookings made by you using the Uber App ("**Bookings**").

3. UBER'S ACCEPTANCE OF BOOKINGS AS AGENT OF THE TRANSPORTATION PROVIDER.

Uber accepts Bookings acting as disclosed agent for the Transportation Provider (as principal). Such acceptance by Uber as agent for the Transportation Provider gives rise to a contract for the provision to you of transportation services between you and the Transportation Provider (the "**Transportation Contract**"). For the avoidance of doubt: Uber does not itself provide transportation services, and Uber is not a Transportation Provider. Uber acts as intermediary between you and the Transportation Provider. You acknowledge and agree that the provision to you of transportation services by the Transportation Provider is pursuant to the Transportation Contract and that Uber accepts your booking as agent for the Transportation Provider, but is not a party to that contract.

For the sake of clarity, your Booking will be allocated to the nearest available Transportation provider by the Uber entity which holds the relevant operator license.

4. THE PROVISION OF BOOKING SERVICES BY UBER.

Uber provides certain services through the Uber App installed on your GPS-enabled smartphone (the "**Booking Services**"). The Booking Services provided by Uber include:

- a. The acceptance of Bookings at its registered address and/or operations centre in accordance with paragraph 3 above, but without prejudice to Uber's right at its sole and absolute discretion to decline any Booking you seek to make;
- b. Allocating each accepted Booking to the nearest available Transportation Provider via such means as Uber may choose;
- c. Remotely monitoring (from Uber's operations centres) the performance of the Booking by the Transportation Provider;
- d. Receipt of and dealing with feedback, questions and complaints relating to Bookings, which may be made by email: support@uber.com. Uber encourages you to provide your feedback if any of the transportation services provided by the Transportation Provider do not conform to your expectations; and
- e. Managing any lost property queries relating to Bookings.

5. PAYMENT.

The Booking Services are provided by Uber to you free of charge. Uber reserves the right to introduce a fee for the provision of the Booking Services. If Uber decides to introduce such a fee,

Uber shall inform you accordingly and allow you to either continue or terminate the Booking Services at your option.

The rates that apply for the transportation services provided by the Transportation Provider can be found on the Website and through the Uber App. These may be modified or updated from time to time. It is your responsibility to remain informed about the current rates for the transportation services.

6. LIMITATION OF LIABILITY.

Uber will not be liable to you in respect of any acts or omissions of its employees, agents or sub-contractors, whether such liability arises in contract (by way of indemnity or otherwise), tort (including negligence), misrepresentation, breach of statutory duty, restitution or otherwise, provided that nothing in these Terms and Conditions will limit or exclude Uber's liability to you for personal injury or death caused directly by Uber's negligence.

7. APPLICABLE LAW.

The Booking Services and the Booking Service Terms set out in this Part 1, and all non-contractual obligations arising in any way whatsoever out of or in connection with the Booking Service Terms shall be governed by, construed and take effect in accordance with the laws of England and Wales.

Any dispute, claim or matter of difference arising out of or relating to the Booking Services or Booking Service Terms is subject to the exclusive jurisdiction of the courts of England and Wales.

PART 2: USER TERMS

These User Terms apply to your visit to and your use of our website at WWW.UBER.COM (the "**Website**"), the Uber App (as defined in Part 1 above) as well as to all other information, recommendations and/or services provided to you on or through the Website and the Uber App (together the "**Services**"), but for the avoidance of doubt these User Terms do not apply to the Booking Services defined and described in Part 1 above.

Please read these User Terms carefully before downloading the Uber App and/or using the Services.

1. UBER.

Your contracting partner in relation to your use of the Website, the Uber App and/or the Services is Uber B.V., a private limited liability company established in the Netherlands, having its offices at Vijzelstraat 68, 1017 HL, Amsterdam, the Netherlands, registered at the Chamber of Commerce under number 55808646 ("**Uber**").

2. WHAT SERVICES DOES UBER PROVIDE?

The Uber App and the Website provide means to enable you to obtain transportation services offered by third party transportation providers, drivers or vehicle operators (the "**Transportation Provider**"). In relation to Bookings, the Website and the Uber App enable you to access the Booking Services provided by Uber described in Part 1 above.

3. YOUR UBER ACCOUNT.

By using the Uber App and/or the Services, you enter into a contract with Uber (the "**Contract**"). In order to be able to use the Uber App or the Services, you first need to set up your personal account. In order to do so, you must first provide Uber with your personal information, mobile telephone number and credit card data. Upon successful completion of your signing up with Uber, Uber will provide you with a personal account, accessible for you with a password of your choice. You have to be 18 years of age or older to use the Uber App and the Services. If you reside in a jurisdiction that restricts the use of the Uber App or the Services because of age, or restricts the ability to enter into agreements such as these User Terms due to age, you must abide by such age limits and you must not use the Uber App or the Services. You represent that if you are an individual, you are of legal age to enter into a binding contract, and that if you are registering on behalf of a legal entity, that you are authorized to enter into, and bind the entity to, these User Terms .

4. HOW TO USE THE UBER APP AND THE SERVICES.

The GPS receiver - which should be installed on the mobile device (smart phone) on which you have downloaded the Uber App - detects your location. When you make a Booking that is accepted by Uber as set out in Part 1 above, you will be provided, via the Uber App with information regarding the Transportation Provider - including identity, vehicle licence number, and customer service rating - and the ability to contact the Transportation Provider by telephone. The Uber App also allows you to view the Transportation Provider's progress towards the pick-up point, in real time.

For the avoidance of doubt: Uber does not itself provide transportation services, and Uber is not a Transportation Provider. You acknowledge and agree that the provision to you of transportation services by the Transportation Provider is pursuant to the Transportation Contract and that Uber is not a party to that contract.

5. YOUR USE OF THE UBER APP OR THE SERVICES.

You warrant that the information you provide to Uber is accurate and complete. Uber is entitled at all times to verify the information that you have provided and to refuse use of the Uber App or the Services without providing reasons.

You may only access the Services using authorized means. It is your responsibility to ensure that you download the correct application for your device. Uber is not liable if you do not have a compatible mobile device or if you download the wrong version of the Uber App for your mobile device. Uber reserves the right to terminate the use of the Uber App or the Services should you be using the Uber App or the Services with an incompatible or unauthorized device.

By using the Uber App or the Services, you further agree that:

1. You will only download the Uber App or use the Services for your sole, personal use and will not sell them to a third party;
2. You will not authorize others to use your account;
3. You will not assign or otherwise transfer your account to any other person or legal entity;
4. You will not use an account that is subject to any rights of a person other than you without appropriate authorization;
5. You will not use the Uber App or the Services for unlawful purposes, including but not limited to sending or storing any unlawful material or for fraudulent purposes;
6. You will not use the Uber App or the Services to cause nuisance, annoyance or inconvenience;
7. You will not impair the proper operation of the network;
8. You will not try to harm the Uber App or the Services in any way whatsoever;
9. You will not copy, or distribute, the Uber App or other Uber Content (as defined in section 9) without written permission from Uber;
10. You will keep secure and confidential your account password or any identification we provide to you which allows access to the Uber App and/or the Services;
11. You will promptly provide us with such proof of identity as we may reasonably request;
12. You will only use an access point or 3G data account (AP) which you are authorized to use;
13. You are aware that when you choose to communicate with us by SMS (if available in your jurisdiction), standard messaging charges will apply;
14. You will not use the Uber App or the Services with an incompatible or unauthorized device;
15. You will comply with all applicable law of your home nation, and of the country, state and/or city in which you are present while using the Uber App and/or the Services.

Uber reserves the right immediately to terminate the use of the Uber App and/or the Services should you not comply with any of the above rules.

6. PAYMENT.

The use of the Uber App and the Services is free of charge. Uber reserves the right to introduce a fee for the use of the Uber App and/or the Services. If Uber decides to introduce such a fee, Uber shall inform you accordingly and allow you either to continue or terminate the Contract, at your option.

The rates that apply for the transportation services by the Transportation Provider can be found on the Website and through the Uber App. These may be modified or updated by Uber from time to time. It is your own responsibility to remain informed about the current rates for the transportation services.

You will make payment to Uber, acting as agent for the Transportation Provider, in respect of the transportation services provided to you by the Transportation Provider. You agree that you will pay for all transportation services you purchase from the Transportation Provider, and that Uber may charge your credit card account) as provided by you when registering for the Services) for the transportation services (including any taxes and late fees, as applicable) that may be accrued by or in connection with your account. You are responsible for the timely payment of all fees and for providing Uber with a valid credit card account for payment of all fees at all times. Any payment made is non-refundable.

Uber uses a third-party payment processor (the "**Payment Processor**") to link your credit card account to the Uber App and the Services. The processing of payments or credits, as applicable, in connection with your use of the Uber App and Services will be subject to the terms, conditions and privacy policies of the Payment Processor and your credit card issuer in addition to these User Terms. Uber is not responsible for any errors by the Payment Processor. In connection with your use of the Services, Uber will obtain certain transaction details, which Uber will use solely in accordance with its Privacy and Cookie Notice.

7. INDEMNIFICATION.

By accepting these User Terms and using the Uber App or the Services, you agree that you shall defend, indemnify and hold Uber, its affiliates, its licensors, and each of their officers, directors, other users, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with:

- a. your violation or breach of any term of these User Terms or any applicable law or regulation, whether or not referenced herein;
- b. your violation of any rights of any third party, including Transportation Providers arranged via the Uber App, or
- c. your use or misuse of the Uber App or the Services.

8. LIABILITY.

The information, recommendations and/or services provided to you on or through the Website, the Services and/or the Uber App is for general information purposes only and does not constitute advice. Uber will use reasonable endeavours to keep the Website and the Uber App and its contents correct and up to date but does not guarantee that (the contents of) the Website and/or the Uber App are free of errors, defects, malware and viruses or that the Website and/or the Uber App are correct, up to date and accurate.

Uber shall not be liable for any damages resulting from the use of (or inability to use) the Website or the Uber App (but to the exclusion of death or personal injury), including damages caused by malware, viruses or any incorrectness or incompleteness of information or the Website or the Uber App, unless such damage is the result of any wilful misconduct or gross negligence on the part of Uber.

Uber shall further not be liable for any loss or damage resulting from the use of (or the inability to use) electronic means of communication with the Website and/or the Uber App, including – but not limited to – loss or damage resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.

Without prejudice to the foregoing, and insofar as allowed under mandatory applicable law, Uber's aggregate liability to you shall in no event exceed an amount of EUR 500 or, where applicable, the equivalent of that amount in the currency used by you for the payment for the transportation services provided to you by the Transportation Provider.

The quality of the transportation services requested through the use of the Uber App and/or the Services is entirely the responsibility of the Transportation Provider who provides such transportation services to you. Uber under no circumstance accepts liability in connection with and/or arising from the transportation services provided by the Transportation Provider or any acts, actions, behaviour, conduct, and/or negligence on the part of the Transportation Provider or its employees. Any complaints about the transportation services provided by the Transportation Provider should be submitted to the Transportation Provider.

9. LICENSE GRANT, RESTRICTIONS AND COPYRIGHT POLICY.

For the purpose of this section, the following definitions apply:

"Content" means all content featured or displayed, including, but not limited to, logos, icons, trademarks, text, graphics text, graphics, photographs, images, moving images, sound,

illustrations, music, software (excluding the Uber App), opinions, remarks, comments, artwork, links, questions, suggestions, information or other materials.

"Uber Content" means Content owned or used by Uber, its affiliates or licensors and made available through the Website, the Services or the Uber App, including any Content licensed from a third party, but excluding User Content.

"User" means a person who accesses or uses the Services or the Uber App.

"User Content" means Content that a User posts, uploads, publishes, submits or transmits to be made available on the Website or through the Services or the Uber App .

"Collective Content" means, collectively, Uber Content and User Content.

Subject to your compliance with these User Terms, Uber grants you a limited, non-exclusive, non-transferable license:

- i. to view, download and print any Uber Content solely for your personal and non-commercial purposes; and
- ii. to view any User Content to which you are permitted access solely for your personal and non-commercial purposes.

You have no right to sublicense the license rights granted in this section.

You may not use, copy, adapt, modify, create derivative works from, distribute, license, sell, transfer, publicly display, publicly perform, reproduce, transmit, stream, broadcast or otherwise exploit the Website, the Services, the Uber App or Collective Content, except as expressly permitted by these User Terms. You may not reuse any Collective Content without first obtaining the written consent of Uber. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Uber or its licensors, except for the licenses and rights expressly granted in these User Terms.

LICENSE GRANTED BY USER

Uber may, in its sole discretion, permit Users to post, upload, publish, submit or transmit User Content on the Website or through the Services or the Uber App. User Content will be deemed non-confidential and non-proprietary. Accordingly, Uber shall have the non-exclusive, royalty-free, right to use, copy, distribute and disclose to third parties any User Content for any purpose, in any medium and throughout the world ("**License Grant**").

You acknowledge that Uber only acts as a passive conduit for the distribution of the User Content and is not responsible or liable to you or to any third party for the content or accuracy of the User Content. Uber shall not be continuously monitoring User Content published by you or moderating between Users, nor shall Uber be under an obligation to do so. Without limiting the foregoing, you

acknowledge and agree that any remarks, opinions, comments, suggestions and other information expressed or included in the User Content do not necessarily represent those of Uber.

Any use by you of the User Content is entirely at your own risk. You represent and warrant that any User Content posted or transmitted by you is original to you and does not copy the work of any third party or otherwise infringe any third party intellectual property rights, rights of privacy or personality rights and does not contain any defamatory or disparaging statements.

Furthermore, you represent and warrant that you have the capacity to grant the license as stipulated in this paragraph.

You agree to indemnify and keep Uber, its affiliates and licensors indemnified against all costs, expenses, damages, losses and liabilities incurred or suffered by Uber or its affiliated companies related to any User Content posted or transmitted by you and/or any other use by you of the Website, the Services or the Uber App.

Uber reserves the right at its sole discretion to block or remove (in whole or in part) any User Content posted or transmitted by you and which Uber believes is not in accordance with these User Terms (including materials which infringe or may infringe third party intellectual property rights, rights of privacy or personality rights), or is otherwise unacceptable to Uber.

You agree promptly to notify Uber in writing of any User Content which breaches these User Terms. You agree to provide to Uber sufficient information to enable Uber to investigate whether such User Content breaches these User Terms. Uber agrees to make good faith efforts to investigate and shall take such action as Uber in its sole discretion decides. However, Uber does not warrant or represent that it will block or remove (in whole or in part) such user Content.

Application License

Subject to your compliance with these User Terms, Uber grants you a limited non-exclusive, non-transferable license to download and install a copy of the Uber App on a single mobile device that you own or control and to run such copy of the Uber App solely for your own personal use.

You shall not

- i. license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Uber App in any way;
- ii. modify or make derivative works based upon the Services or the Uber App;
- iii. create Internet "links" to the Services or "frame" or "mirror" any application on any other server or wireless or Internet-based device;
- iv. reverse engineer or access the Uber App in order to
 - a. design or build a competitive product or service,
 - b. design or build a product using similar ideas, features, functions or graphics to those of the Services and/or the Uber App, or
 - c. copy any ideas, features, functions or graphics of the Services and/or the Uber App, or

- v. launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Services or the Uber App.

You shall not:

- i. send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
- ii. send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights;
- iii. send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs;
- iv. interfere with or disrupt the integrity or performance of the Website, the Uber App or the Services or the data contained therein; or
- v. attempt to gain unauthorized access to the Website, the Uber App or the Services or their related systems or networks.

Uber will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Uber may involve and cooperate with law enforcement authorities in prosecuting users who violate these User Terms. You acknowledge that Uber has no obligation to monitor your access to or use of the Website, Services, the Uber App or Collective Content or to review or edit any Collective Content, but has the right to do so for the purpose of operating the Website, the Uber App and the Services, to ensure your compliance with these User Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Uber reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Uber, at its sole discretion, considers to be in violation of these User Terms or otherwise harmful to the Website, the Services or the Uber App.

COPYRIGHT POLICY

Uber respects copyright law and expects its users to do the same. It is Uber's policy to terminate in appropriate circumstances use of the Uber App and the Services by Users or other account holders who (repeatedly) infringe or are believed to be (repeatedly) infringing the rights of copyright holders. Please see Uber's Copyright Policy at [HTTPS://WWW.UBER.COM/LEGAL/COPYRIGHT](https://www.uber.com/legal/copyright), for further information.

INTELLECTUAL PROPERTY OWNERSHIP

Uber alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Website, the Uber App and the Services and any

suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Website, the Uber App or the Services.

These User Terms do not constitute a sale and do not convey to you any rights of ownership in or related to the Website, the Uber App or the Services, or any intellectual property rights owned by Uber. Uber's name, logo, and the product names associated with the Uber App and the Services are trademarks of Uber, its affiliated companies or third parties, and no right or license is granted to use them.

10. APP STORE SOURCED APPLICATION.

With respect to an Uber App accessed through or downloaded from the Apple App Store ("**App Store Sourced Application**"), you will use the App Store Sourced Application only:

- i. on an Apple-branded product that runs iOS (Apple's proprietary operating system software); and
- ii. as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service. Uber reserves all rights in and to the Uber App not expressly granted to you under these User Terms.

You acknowledge and agree that

- i. these User Terms are valid between you and Uber only, and not Apple, and
- ii. Uber, not Apple, is solely responsible for the App Store Sourced Application and content thereof.

You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will, where applicable, refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law. Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between Uber and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of Uber.

You and Uber acknowledge that, as between Uber and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to:

- i. product liability claims;

- ii. any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and
- iii. claims arising under consumer protection or similar legislation.

You and Uber acknowledge that, in the event of any third party claim that the App Store Sourced Application or your possession and use of an App Store Sourced Application infringes that third party's intellectual property rights, as between Uber and Apple, Uber, not Apple, will be solely responsible for the investigation, defense, settlement and/or discharge of any such intellectual property infringement claim to the extent required by this Agreement.

You and Uber acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries in relation to your license of the App Store Sourced Application, and that, upon your acceptance of these User Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the rights under these User Terms as related to your license of the App Store Sourced Application against you as a third party beneficiary thereof.

Without limiting any provisions of these User Terms, you must comply with all applicable third party terms of agreement when using the App Store Sourced Application.

11. THIRD PARTY INTERACTIONS.

During the use of the Website, the Uber App and the Services, links to websites that are owned and controlled by third parties may be provided from time to time in order to enter into correspondence with, purchase goods and/or services from, or participate in promotions of, third parties. These links take you off the Website, the Uber App and the Services and are beyond Uber's control.

During use of the Website, the Uber App and the Services, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of, third party service providers, advertisers or sponsors showing their goods and/or services through a link on the Website or through the Uber App or the Services. These links take you off the Website, the Uber App and the Services and are beyond Uber's control. The websites you can link to are likely to have their own terms and conditions including a privacy policy. Uber is not responsible and cannot be held liable for the content and activities of these websites or the terms and conditions relating thereto. You visit or access these websites entirely at your own risk.

Please note that such websites may send their own cookies to users, collect data and/or solicit personal information, and you are therefore advised to check the terms and conditions of use of such websites prior to using them.

12. TERM AND TERMINATION OF THE CONTRACT.

This agreement in respect of the User Terms between Uber and you shall (subject to this paragraph) subsist for an indefinite period.

You are entitled to terminate this agreement in respect of the User Terms at any time by permanent deletion of the Uber App installed on your smart phone, thus disabling the use by you of the Uber App and the Services. You can close your user account at any time by following the instructions on Uber's website.

Uber is entitled to terminate this agreement in respect of the User Terms at any time and with immediate effect (by disabling your use of the Uber App and the Services) if you:

- a. violate or breach any term of these User Terms, or
- b. in the opinion of Uber, misuse the Uber App or the Services.

Uber is not obliged to give you notice of such termination in advance. After termination Uber will give notice thereof in accordance with these User Terms.

13. INVALIDITY OF ONE OR MORE PROVISIONS.

The invalidity of any part of these User Terms shall not affect the validity of the other provisions of these User Terms.

If and to the extent that any part of these User Terms is invalid, or is unacceptable in the given circumstances according to the criteria of reasonableness and fairness, a provision shall apply between the parties instead that is acceptable considering all the circumstances and which corresponds with the provisions of the invalid part as much as possible, taking into account the content and the purpose of these User Terms.

14. MODIFICATION OF THE SERVICE AND USER TERMS.

Uber reserves the right, at its sole discretion, to modify or replace any of these User Terms, or change, suspend, or discontinue the Services or the Uber App (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Website or by sending you notice through the Services, the Uber App or via email. Uber may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

15. NOTICE.

Uber may give notice by means of a general notice on the Services or the Uber App, or by email to an email address previously supplied by you, or by written communication sent by regular mail to an address previously supplied by you.

16. ASSIGNMENT.

You may not assign any of your rights under these User Terms without prior written approval of Uber.

17. PRIVACY AND COOKIE NOTICE.

Uber collects and processes the personal data of the visitors of the Website and users of the Uber App according to the [PRIVACY AND COOKIE NOTICE](#).

18. APPLICABLE LAW AND DISPUTE RESOLUTION.

The User Terms contained in this Part 2 are subject to the laws of the Netherlands. Any dispute, claim or controversy arising out of or relating to the User Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Website, the Services or the User App will be determined exclusively by the competent court in Amsterdam, the Netherlands, unless you notify Uber within one month after Uber invoking its right pursuant to this provision to commence court proceedings in Amsterdam, the Netherlands, that you demand settlement of the dispute, claim or controversy at hand before the relevant court competent by law.

LANGUAGE

The English text of these User Terms constitutes the sole authentic text. In the event of any discrepancy between the English text and a translation into another language, the English text shall prevail.

[DOWNLOAD UBER](#) [SIGN UP FOR UBER](#) [HOME](#) • [CITIES](#) • [DRIVE](#) [HELP](#) [CENTER](#) [CAREERS](#) [DEVELOPERS](#) [BLOG](#) [ABOUT](#)

US English



Uber Overview

SUMMARY OF UBER IN THE UK

U B E R

TABLE OF CONTENTS

1	Summary of Uber in the UK
2	Uber's UK operations
3	Our best-in-class safety features
4	Documentation and record keeping
5	How Uber works
6	Rider benefits
7	Driver benefits

SUMMARY OF UBER IN THE UNITED KINGDOM

UBER HAS BEEN OPERATING IN THE UK SINCE SUMMER 2012 AND IS CURRENTLY OPERATING IN 4 CITIES

- **London** - Transport for London licensed operator since June 2012
- **Manchester** - Manchester City Council licensed operator since March 2014
- **Leeds** - Leeds City Council licensed operator since November 2014
- **Birmingham** - Birmingham City Council licensed operator since February 2015

UBER ONLY ALLOWS LOCAL AUTHORITY LICENSED PRIVATE HIRE DRIVERS ON THE PLATFORM





- Drivers must have the driver & vehicle Private Hire licence that corresponds with Uber's operating licence
- Full set of documentation required before drivers are activated (DVLA licence, Private Hire licences, insurance, etc)
- No "out-of-town" Hackney Carriages on the platform

UBER HAS MANY BEST IN CLASS SAFETY FEATURES WHICH MAKES US THE SAFEST WAY TO GET AROUND

- See your driver's photograph, name, vehicle make and registration before they even arrive
- Full GPS tracking of trip from request to drop-off - easily accessible at a touch of a button
- Rider can share a live map of their journey with family & friends whilst trip is in progress
- Automated online documentation system which suspends drivers if documents expire before being renewed
- Ability to suspend drivers, if required, from the platform in one click

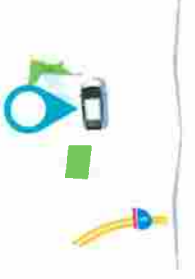
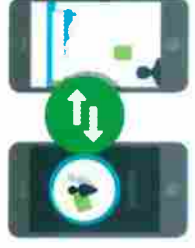
U B E R

UBER CURRENTLY OPERATES IN 4 UK CITIES

 London	 Manchester	 Leeds	 Birmingham
Licensed by Transport for London since June 2012	Licensed by Manchester city council since March 2014	Licensed by Leeds city council since November 2014	Licensed by Birmingham City Council since February 2015

>10K active drivers providing millions of trips per month

BEST IN CLASS SAFETY FEATURES



Uber only uses locally licensed Private Hire or Taxi drivers who are registered with the local authority where we have an Operator's licence.

Uber app shows you the photograph, name of your driver, vehicle make and registration when you book the trip - you can even watch the driver coming to you in real-time on the app!

All our drivers must provide a full set of documentation and be interviewed before they have access to the platform.

Riders can share their live trip with friends & family by simply clicking one button in the app.

The recipients can see the live trip, the Estimated Time of Arrival, identity of the driver (photograph & name).

Riders feel safer knowing that friends and family can track their journeys too.

All payments are by card which is more convenient for riders and makes it safer for drivers reducing runners and the chance of theft.

Riders are encouraged to rate their trip and provide feedback for every ride.

We receive real-time feedback on any issues with drivers and ensure we maintain the high Uber level of standards.

We have a zero tolerance approach to any illegal activities, such as plying for hire.

Our local city teams are able to suspend a driver immediately from the platform, 24 hours a day, if any issue should arise.

DOCUMENTING AND RECORD KEEPING

All documents and records are stored electronically and immediately accessible

Documentation

Uber electronically collects and stores the required documents for every single driver and vehicle that is operating on our platform. These documents are immediately accessible by local city teams at any time.

A driver's account will be automatically suspended if a driver has not uploaded a renewed version of an expired document to ensure all drivers are 100% compliant.

In June 2014, London passed Transport for London's largest ever documents inspection with flying colours - they inspected over 26,000 documents!



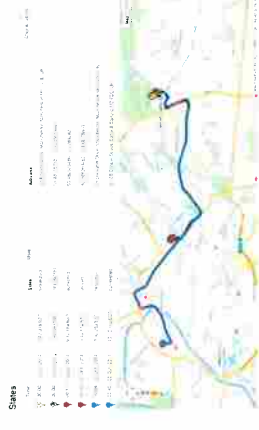
U B E R

Trip records

Every trip is logged in the Uber database, even if the trip is cancelled before the driver arrives.

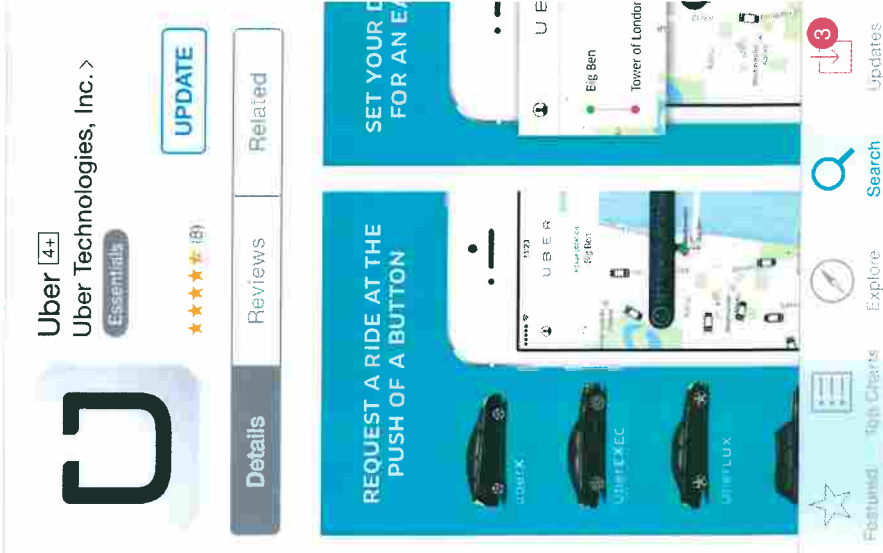
Trip information is immediately available in case of any incident. The trip log will show you:

- The exact route of the trip
- The timings of booking, arrival, trip commencing, trip ending
- Details of rider and driver
- Price of trip
- Fare quote provided to the customer before the trip

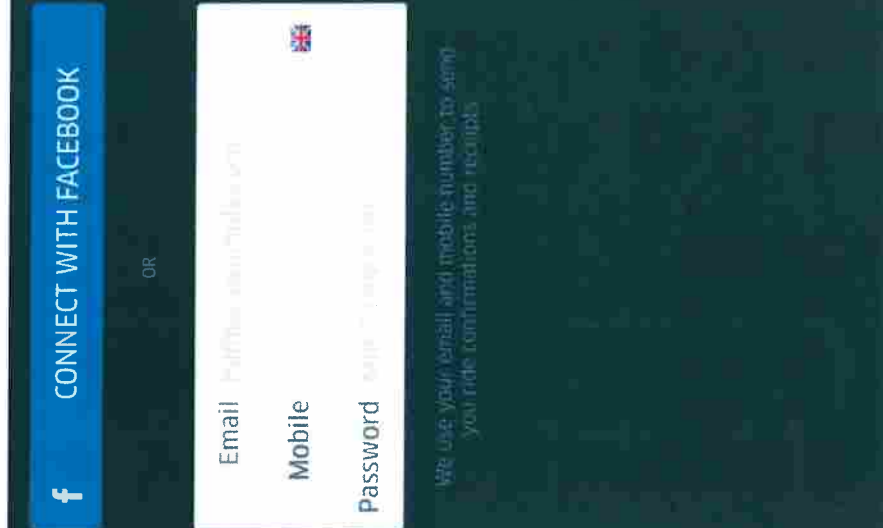


HOW UBER WORKS

DOWNLOAD THE UBER APP



CREATE AN ACCOUNT



REQUEST A CAR



ETA
4 MIN

MAX SIZE
4 PEOPLE

MIN FARE
£3

GET FARE ESTIMATE

HOW UBER WORKS

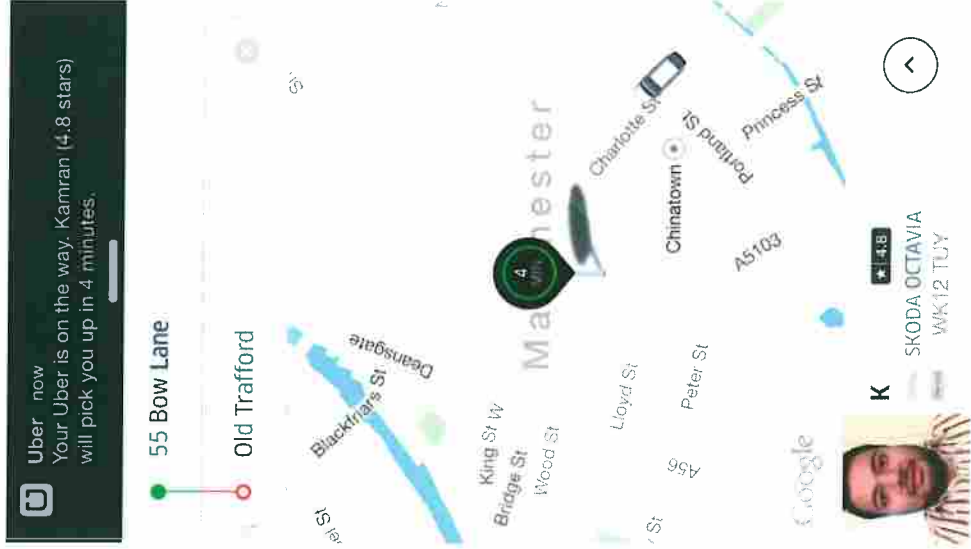
PRICE INFORMATION



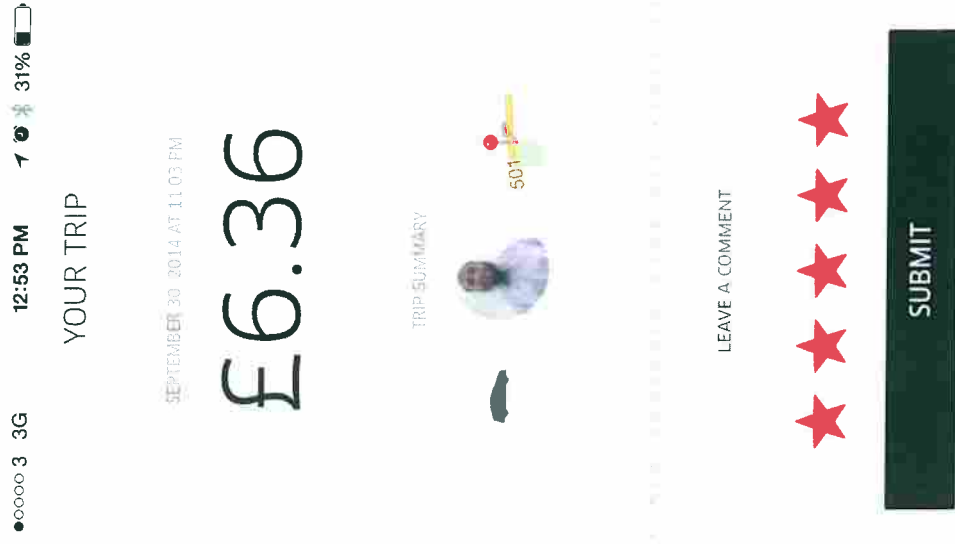
ETA 4 MIN
MAX SIZE 4 PEOPLE

£10-15
TO
Atherton St

DRIVER INFORMATION



RECEIPT & FEEDBACK



RIDER BENEFITS

Simple ordering system

- All bookings made through smartphone app
- Immediately see the nearest vehicle that is assigned to you on booking
- No need to phone an operator

Cashless payment

- 100% cashless experience; no requirement to stop at cash machines

Price

- Better value for money than alternative options due to efficiency of the system
- Transparent pricing (available on our website and in the app)
- Receipt emailed to you at the end of the ride with trip details and map
- Riders can split the fare of their trip with friends simply by pushing a button in the app - great for the cost conscious!

Fare split

- High quality drivers and vehicles due to real-time feedback in app, stringent requirements and face-to-face training delivered by local team

Quality

DRIVER BENEFITS

Reliable and regular payments	<ul style="list-style-type: none">• Drivers paid in full every week directly into their bank accounts• No cash required by drivers which reduces chance of theft• Uber provides full invoices and statements so drivers can easily manage their business
No fixed / radio fees	<ul style="list-style-type: none">• Uber only takes a 20% fee on fares after trips have been completed• No fixed costs for radio rental – drivers earn profit from the first trip
No predetermined schedule or hours	<ul style="list-style-type: none">• Drivers set their own hours and can log on/off when they choose• Easier for drivers to juggle work and family commitments
Objective allocation and dispatch	<ul style="list-style-type: none">• Fair and automated dispatch: the nearest driver to a rider is sent the request• If they don't accept, the request is passes to the next nearest available driver
Quality feedback	<ul style="list-style-type: none">• Feedback is provided to drivers to help improve based on rider comments
Increased earnings	<ul style="list-style-type: none">• Drivers spend less time between trips & therefore can do more trips per hour meaning they earn more money in a shorter period of time

Document is Restricted

HCO
Town Hall
Norton Rd
Hove

May 18 2015

Dear Martin

Thank you for supplying the communication from Uber.

We would like to make the following observations which we request to be included in any presentation to the Licensing Committee.

"Uber has brought an unprecedented level of customer service to the private hire industry in the UK".

We find this quite an interesting statement as the applicant does not provide any pre-booking facility which is pretty much the standard service provided by a private hire operator. We consider that by only providing an 'on demand service' falls short of what is considered to be standard level which appears to be unable to be provided by the applicant. We also consider that the policy of the applicant to use "Surge Pricing" at times of unexpected demand is not the standard of service which is acceptable. However of course... if the applicant considers "Surge Pricing" to be an acceptable standard then maybe all private hire operators should adopt the same policy to take advantage of times of distress?

We also understand that the applicant does not currently provide an equal service to those with disabilities which is a requirement for an operator in Brighton & Hove under the current Blue Book 3rd Revision. With the many years of the trade working closely with the Federation of Disabled we consider the lack of this service to be taken into full consideration from any such applicant.

151.5 "Must provide an equal service for differently abled passengers"

"In Manchester, we supplied low voltage blue lights which glow in the shape of our logo. It made the cars very easy to recognize, especially at night and was safer for riders so that they could head to the vehicle immediately. The Hackney Carriage trade complained to Manchester City Council that Private Hire vehicles are not allowed to have any illuminated advertising on their vehicles. Manchester City Council upheld the complaint and asked us to remove the lights. Although we disagreed that it was advertising and we were disappointed to lose a safety feature, we complied with this decision and all drivers removed the lights."

It appears that the applicant introduced illuminates signs in Manchester which was apparently against the ph conditions... and were forced to remove them.. in other words they pushed and challenged .. but actually lost. In fact the customer knows exactly what car has been provided as the details are given in the Uber app just the same as with home produced apps currently available from the three big companies in Brighton & Hove

"The judge issued a small fine (£1,600) and made a number of complimentary comments regarding Uber."

Hearsay... no evidence provided to substantiate the latter part of the statement at this moment in time. This needs to be verified to establish the statement provided so please request the evidence of the "...complimentary comments..."

Please note that we are happy to be corrected on any of our observations.

Thank you
Andrew Peters
Secretary
GMB Brighton & Hove Taxi section

Mr M Seymour
Hackney Carriage Officer
Taxi Licensing Office
Brighton & Hove City Council
Room 212
Hove Town Hall
Norton Road
HOVE
East Sussex BN3 3DQ

21st April 2015

By email only

Dear Martin

Re: Objection to application for Operator's Licence by UBER

As Chairman of Brighton and Hove Streamline, I would respectfully submit that the application by UBER for a Private Hire Vehicle Operator's Licence should not be granted by the City Council. I would respectfully submit and would hope that the City Council would agree that UBER is not a fit and proper "person" within the meaning of the Licensing Legislation.

As you are of course fully aware, Private Hire Vehicle Operator's Licences are regulated in the United Kingdom to protect and benefit the public and to ensure their safety. In turn the public relies upon the Licensing authorities such as that of Brighton & Hove City Council to provide safety and protection by looking at and considering all applications for a Private Hire Vehicle Operator's Licence. I would reiterate and draw to your immediate attention matters which are already well documented with regard to the concerns of operations already undertaken by UBER and in doing so will say how Streamline and its members consider these are relevant factors in assessing whether UBER is a fit and proper person and the tests that the City Council is bound to apply.

- (a) UBER is an IT provider, not a vehicle hire operator. In deciding whether or not an applicant is a fit and proper person to hold an operator's licence you must, if you are to discharge your duty properly, necessarily consider the nature of the skill and experience in vehicle hire operations that the applicant possesses or is likely to develop. Someone with IT skills that consist of developing and marketing an IT application, as is the case with UBER does not give any reason to believe that they possess or intend to gain the type of skills that make a person fit and proper to hold a private hire operator's license.
- (b) UBER vehicles do not carry any livery – livery is intended to serve an important purpose by enabling ready identification. It is there to protect the public. I would also take the opportunity of reminding the City Council that when Brighton Streamline and Hove Streamline merged in 2008 both having been successful in their own rights. Following the merger, despite wishing to use both of the telephone contact numbers of the former individual companies, permission was refused by the City Council save for a second telephone number to be displayed on the rear of the roof sign. The foregoing was based upon licensing policy

relating to the livery of vehicles which it would appear the Council is proposing to waive/change for the benefit of UBER which is inexplicable.

- (c) There is no way of ensuring compliance by UBER drivers with equality/disability requirements – the equality/disability laws have been a proud advance in our treatment of an important section of the public whose requirements had previously been ignored for too long: it would be a backward step to license an operator who is not bound by these requirements. Furthermore, Brighton & Hove City Council has required the operators' fleet to be by way of wheelchair accessible vehicles and which it would appear UBER is failing to do so.
- (d) There are concerns about data protection and as to the data supplied by consumers and again in maintaining their safety bearing in mind the storage of such sensitive information by UBER.
- (e) There are concerns about criminal background checks for licensed drivers to be operated by UBER. Again Streamline has already put in place measures to ensure that all Hackney and Private Hire drivers who are new to Streamline must have held a UK driving license for five years and have a satisfactory DBS check.

UBER is aware of these concerns about its operations. It must be aware that the purpose of regulation is to protect and benefit the public and especially those more vulnerable and following on from the Rotherham and Oxford cases. Yet it makes no attempt to address these concerns or to offer any assurances with regard to these concerns. A fit and proper person would recognize its lack of operating expertise and would engage people with the necessary level of expertise. Similarly, a fit and proper person would recognize the role of livery, the need to comply with equality/disability requirements, data protection and criminal checks and would explain to you how they have dealt with or intend to deal with such issues. UBER has not confronted these concerns and cannot answer these criticisms. If they are unaware of these concerns or have chosen to ignore these concerns, they are not a fit or proper person to hold an operator's licence.

I would further refer you to the Blue Book and the City Council's conditions for operators and of their required policy and procedures (Section 147.10). I trust that the City Council has satisfied itself that UBER does have in place all of the requisite policy and procedures and in default that the same will be required together with the steps that have or will be taken with regard to the monitoring of such policy and procedures, before any application for an operator's licence can be considered further.

It would appear that there are a number of outstanding complaints relating to UBER Worldwide with several European cities banning them altogether. In the circumstances I trust that UBER have complied with the requirement to give full details of all complaints received during the previous 12 months (whether upheld or not) with their application (Section 147.11 of the Blue Book).

You will appreciate the limited time that I have had available to respond to the consideration of the application for an operator's licence by UBER having only received your notification ("briefing document") yesterday. However, there are already a number of articles and concerns expressed relating to UBER's unfair business practices as well as public safety. No doubt if you consider it appropriate you would undertake further research in this respect and as I will try to do so in the meantime as well. Presumably from the application by UBER the full details of that company is set out and as to whether it is a UK registered company as if it is not I would further question whether that may be an additional ground by which this company should not be considered as being

a fit and proper person to hold an operator's licence.

If, notwithstanding the foregoing, the City Council considers UBER is a fit and proper person to hold a Private Hire Vehicle Operator's Licence, I would respectfully suggest further that the Council should in granting any such licence consider applying the points set out in paragraphs (a) – (e) by way of conditions to any such operator's licence. The City Council does of course have more than adequate statutory power to do so and, in view of the recent events in Rotherham, must be certain that all new licenses must only be issued to both individuals and companies who meet all the right criteria.

If as I hope will be the case that it is accepted that current UBER does not satisfy the requirement to establish it is a fit and proper person to have an operator's licence granted at this stage, the Council can seek additional information to enable it to consider more fully the application currently being made not least again upon the grounds set out above in paragraphs (a) to (e). Any decision then to be made by the Council could quite properly be postponed until the appropriate subsequent Licensing Committee Meeting.

It is in all of the foregoing circumstances that at this stage the application for an Operator's Licence by UBER should be refused. In your briefing document yesterday you suggested that the financial clout of UBER could result in expensive litigation but at that stage you should get legal advice and until such application is determined the Magistrates Court to which UBER would need to appeal should be a no costs forum.

I would be grateful if you would acknowledge immediate receipt of this letter and upon which I look forward to hearing from you. I am also taking the opportunity to circulate a copy of this letter to Tim Nichols, Simon Court and all City Councillors.

Yours sincerely

Dave Smith
Chairman
Brighton and Hove Streamline

Mr M Seymour
Hackney Carriage Officer
Taxi Licensing Office
Brighton & Hove City Council
Room 212
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relating to the livery of vehicles which it would appear the Council is proposing to waive/change for the benefit of UBER which is inexplicable.

- (c) There is no way of ensuring compliance by UBER drivers with equality/disability requirements – the equality/disability laws have been a proud advance in our treatment of an important section of the public whose requirements had previously been ignored for too long: it would be a backward step to license an operator who is not bound by these requirements. Furthermore, Brighton & Hove City Council has required the operators' fleet to be by way of wheelchair accessible vehicles and which it would appear UBER is failing to do so.
- (d) There are concerns about data protection and as to the data supplied by consumers and again in maintaining their safety bearing in mind the storage of such sensitive information by UBER.
- (e) There are concerns about criminal background checks for licensed drivers to be operated by UBER. Again Streamline has already put in place measures to ensure that all Hackney and Private Hire drivers who are new to Streamline must have held a UK driving license for five years and have a satisfactory DBS check.

UBER is aware of these concerns about its operations. It must be aware that the purpose of regulation is to protect and benefit the public and especially those more vulnerable and following on from the Rotherham and Oxford cases. Yet it makes no attempt to address these concerns or to offer any assurances with regard to these concerns. A fit and proper person would recognize its lack of operating expertise and would engage people with the necessary level of expertise. Similarly, a fit and proper person would recognize the role of livery, the need to comply with equality/disability requirements, data protection and criminal checks and would explain to you how they have dealt with or intend to deal with such issues. UBER has not confronted these concerns and cannot answer these criticisms. If they are unaware of these concerns or have chosen to ignore these concerns, they are not a fit or proper person to hold an operator's licence.

I would further refer you to the Blue Book and the City Council's conditions for operators and of their required policy and procedures (Section 147.10). I trust that the City Council has satisfied itself that UBER does have in place all of the requisite policy and procedures and in default that the same will be required together with the steps that have or will be taken with regard to the monitoring of such policy and procedures, before any application for an operator's licence can be considered further.

It would appear that there are a number of outstanding complaints relating to UBER Worldwide with several European cities banning them altogether. In the circumstances I trust that UBER have complied with the requirement to give full details of all complaints received during the previous 12 months (whether upheld or not) with their application (Section 147.11 of the Blue Book).

You will appreciate the limited time that I have had available to respond to the consideration of the application for an operator's licence by UBER having only received your notification ("briefing document") yesterday. However, there are already a number of articles and concerns expressed relating to UBER's unfair business practices as well as public safety. No doubt if you consider it appropriate you would undertake further research in this respect and as I will try to do so in the meantime as well. Presumably from the application by UBER the full details of that company is set out and as to whether it is a UK registered company as if it is not I would further question whether that may be an additional ground by which this company should not be considered as being

a fit and proper person to hold an operator's licence.

If, notwithstanding the foregoing, the City Council considers UBER is a fit and proper person to hold a Private Hire Vehicle Operator's Licence, I would respectfully suggest further that the Council should in granting any such licence consider applying the points set out in paragraphs (a) – (e) by way of conditions to any such operator's licence. The City Council does of course have more than adequate statutory power to do so and, in view of the recent events in Rotherham, must be certain that all new licenses must only be issued to both individuals and companies who meet all the right criteria.

If as I hope will be the case that it is accepted that current UBER does not satisfy the requirement to establish it is a fit and proper person to have an operator's licence granted at this stage, the Council can seek additional information to enable it to consider more fully the application currently being made not least again upon the grounds set out above in paragraphs (a) to (e). Any decision then to be made by the Council could quite properly be postponed until the appropriate subsequent Licensing Committee Meeting.

It is in all of the foregoing circumstances that at this stage the application for an Operator's Licence by UBER should be refused. In your briefing document yesterday you suggested that the financial clout of UBER could result in expensive litigation but at that stage you should get legal advice and until such application is determined the Magistrates Court to which UBER would need to appeal should be a no costs forum.

I would be grateful if you would acknowledge immediate receipt of this letter and upon which I look forward to hearing from you. I am also taking the opportunity to circulate a copy of this letter to Tim Nichols, Simon Court and all City Councillors.

Yours sincerely

Dave Smith
Chairman
Brighton and Hove Streamline

WORK INSTRUCTION

SUBJECT: Taxi Licensing – suspensions and revocations

STATUS: Implemented

CONTENTS: Process flowchart (this process must be used in conjunction with 06/T/07).
In all cases, the driver must know the case against him/her and have the opportunity to respond.

Date of Implementation:					
	Originated	Approved	Date	Added to manual	SIGNATURE
Original	M Seymour	L Batten/J Cranford	30/04/10		
Amend 1	MS	JC	22.12.14	JC	22.12.14
Amend 2					
Amend 3					
Amend 4					

QA2

Process: Taxi Licensing - Suspensions and Revocations - 06/T/08

Service: Environmental Health & Licensing

Date: 22/12/14

Version No: 1

Service Manager: Tim Nichols

Author: jeancranford

This work instruction must be read in conjunction with WI06/T/07 – complaints and follows on from page 5 marked ****

IO = Investigating Officer
HCO = Hackney Carriage Officer
LM = Licensing Manager

IO investigates: offence, complaint, intelligence or other relevant information received or where medical information has been received. **See WI06/T/07 ******

IO takes legal/medical advice and makes recommendation to HCO/LM

IO minded to suspend / revoke licence

IO makes recommendation to HCO/LM

HCO/LM writes to licensee to explain outcome and any other action (warning etc)

No

HCO/LM makes final decision and decides if immediate effect

Yes

HCO/LM issues suspension/ revocation

Appeal Notification received?

Refer to legal department and take advice as whether to defend appeal or other outcome



WORK INSTRUCTION

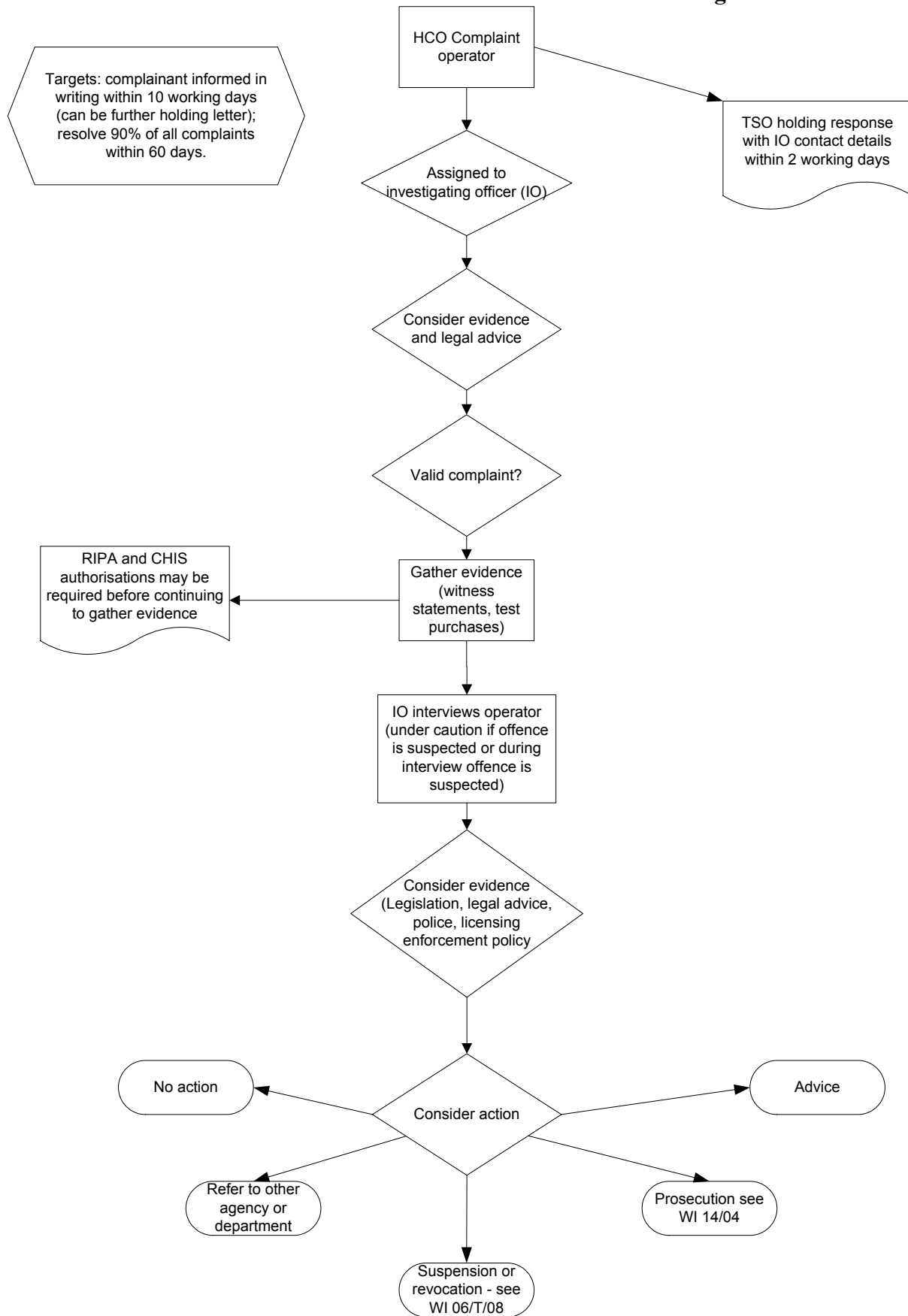
SUBJECT: **Taxi Licensing – complaints, service requests and medicals**

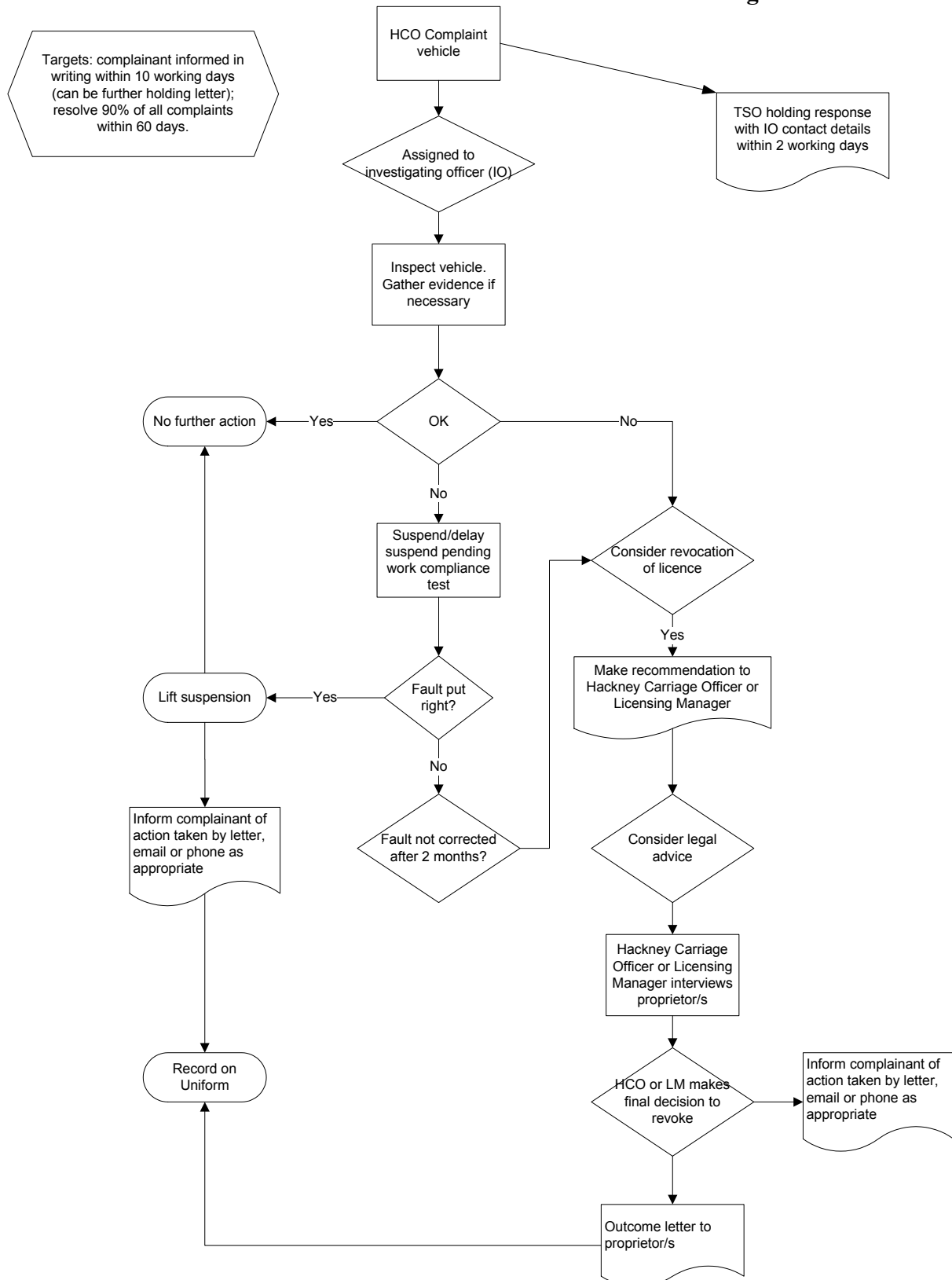
STATUS: **Implemented**

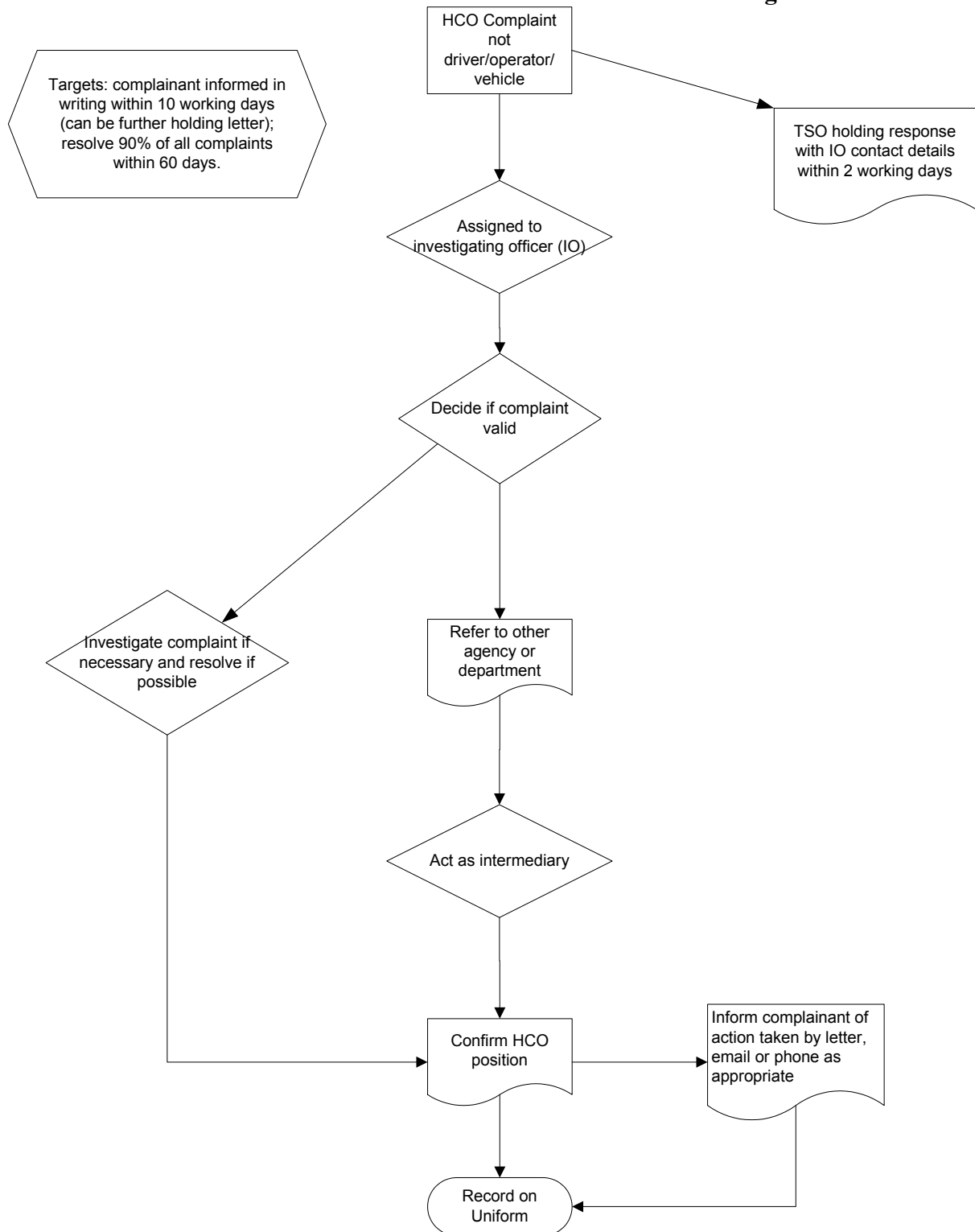
CONTENTS: **Process flowchart (this process must be used in conjunction with 06/T/08)**
In all cases, the driver must know the case against him/her and have the opportunity to respond.

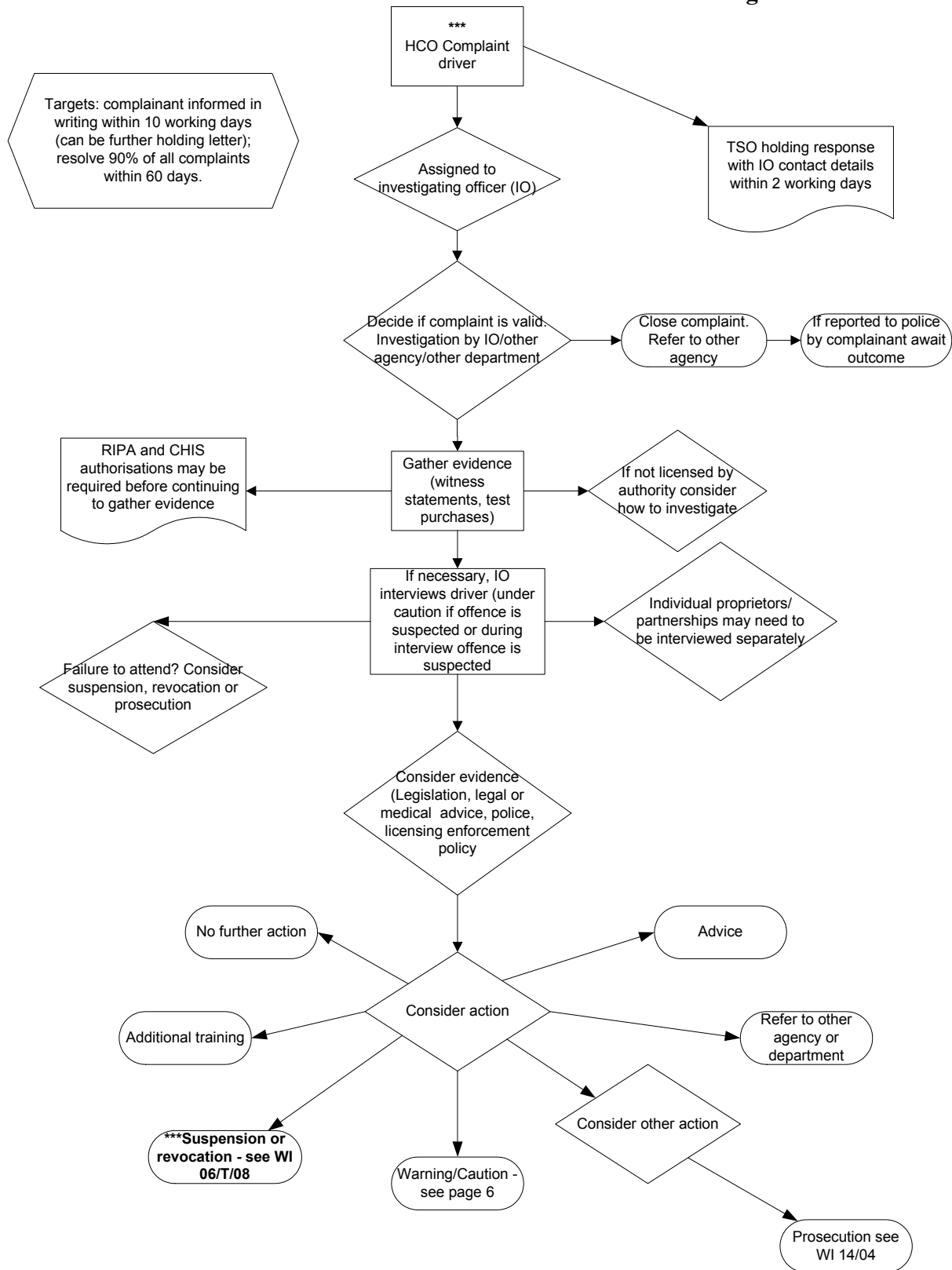
Date of Implementation:					
	Originated	Approved	Date		Added to manual SIGNATURE
Original	M Seymour	L Batten/J Cranford	06/04/10		
Amend 1	M Seymour	J Cranford	22/12/14	22/12/14	JC
Amend 2					
Amend 3					
Amend 4					

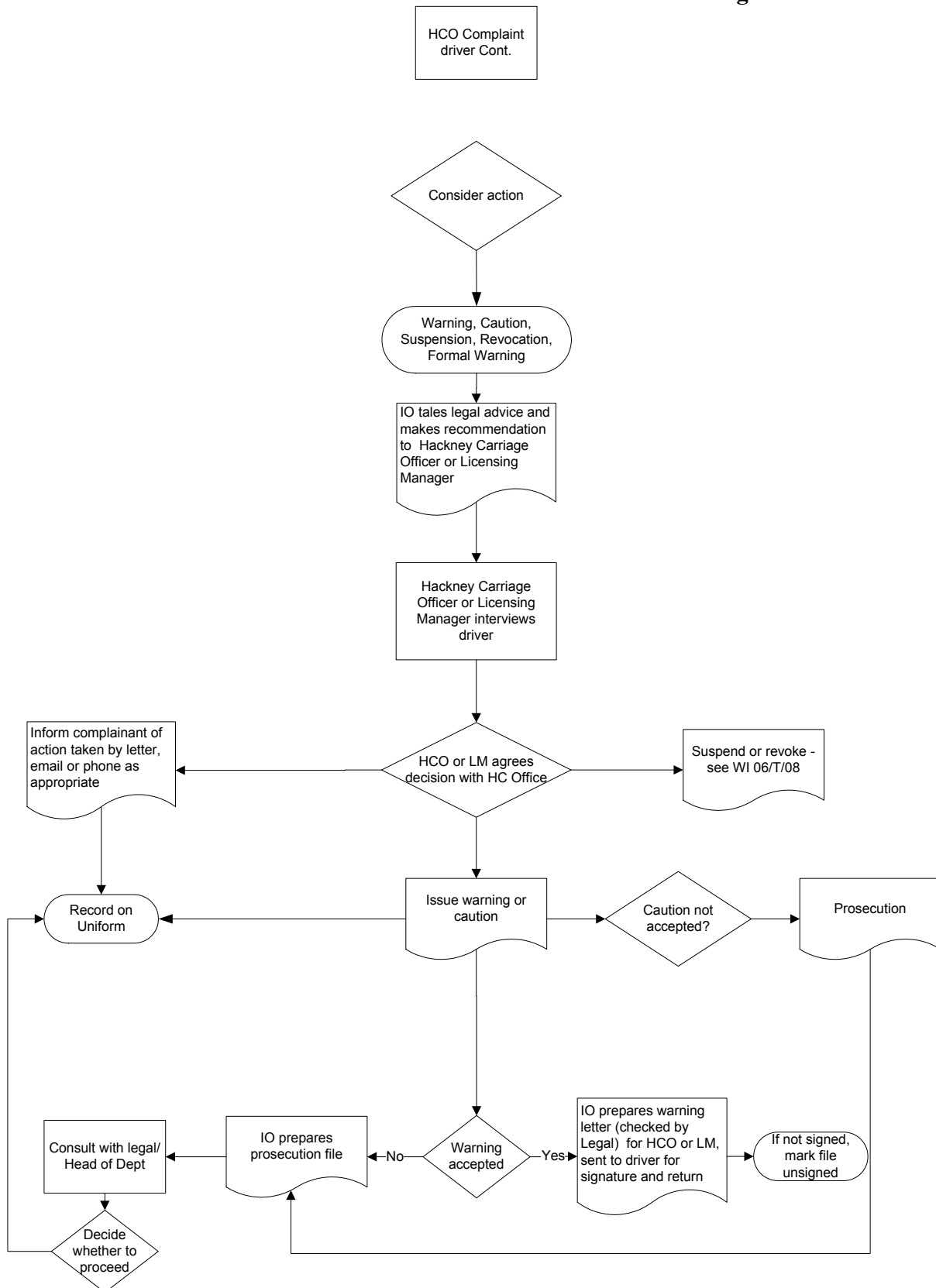
QA2











From: Mary Mears
Sent: 13 June 2015 16:40
To: Penny Jennings
Subject: Letter for Licensing Committee 25th June.

Dear Penny.

Please find my letter for the licensing committee on the 25th June.

Request by Uber for a PHV Operators License for Brighton and Hove.

As a City Councillor I wish to raise concerns regarding the licensing request by Uber,

I understand the difficulty in refusing a license and important issues like economic impact are outside the decision remit.

The question is are they "Fit and Proper", in my view they are not, issues have been raised, partially in light of the Rotherham and Oxford reports and the councils duty of care for young children and vulnerable adults.

There is documentation from around the world where there has been serious issues with Uber.

U.S authorities have launched an investigation, there have been reports that British customers have had their accounts being used in US Cities other users in the U.S claim they have been charged for trips in London, A range of complaints have been made against Uber in California, Los Angeles, San Francisco where it's headquarters are based, not just in the U.S but also in Southeast Asia, India, Spain, and Sydney Australia.

Serious concerns have also been raised regarding equalities, practically for disabled users.

Uber do not regard themselves as a Taxi company and refer to themselves as a third party taxi booking service.

They state they are NOT a "transport provider." They are in fact a phone app.

If CCTV data from Uber vehicle is required (A condition of Licensing under Brighton & Hove) how will this data be collected?

I do understand concerns raised by local authorities, as Uber is owned by a multi-million pound company, and the threat of being sued is a real concern, but I feel as a council our duty is to protect the most vulnerable, by refusing a license.

Kind regards.

Mary.

Councillor Mary Mears
Conservative Member for Rottingdean Coastal Ward

Telephone 01273 294370
Brighton & Hove City Council
Email:mary.mears@brighton-hove.gcsx.gov.uk

Document is Restricted

From: xxxx
Sent: Thursday, May 21, 2015 10:23 AM
To: Tim Nichols
Cc: Martin Seymour;
Subject: Re: Uber

Tim,

Could I just be a little more succinct on the issue of Brighton drivers losing out. Since 2008 the number of vehicles on circuits has increased, as has the weekly subscription. Yet work has decreased conservatively by 30%

If Uber are licensed in Brighton, yes the number of jobs will decrease per car on existing firms but so will the corresponding number of cars. (Joining Uber)

If they're not licensed and the work is done by out of town cars then drivers will not only lose that percentage of work but still have the same number of cars per circuit. So in effect, double losers.

It is for me, now quite obvious why the existing companies are so against Uber being Brighton licensed, whilst happily ignoring the fact they will license out of town and still take their market share.

It isn't the market share they fear losing, it is the cars. As above they have already shown that when work levels drop the ONLY people to take the hit are the drivers.

I also believe that should Brighton licence them, this will place pressure on the firms to change their radio rental system. Uber, as you know, utilizes a pay as go system. So a driver on holiday, sick or car off the road doesn't pay a penny. Current operators are a 52 weeks a year payment. No holiday, sick leave ect.

I would also like for this to be confidential and not appear on reports. I'm sure your aware of the level of intimidation and bullying that can be exerted by the cartel. Which is ironic when they question Ubers fit and proper status!

Kind Regards

xxxx

On May 17, 2015 9:38:26 PM GMT+01:00, xxxx wrote:

Dear Tim,

Please find below confirmation of much of what I said, re the Uber application, at the last forum, with a few extra after thoughts.

I would be most grateful if you could take these points on board when either officers decide on the application, or in a report to councillors, should you choose to take that path. I would also be grateful if this e-mail remained confidential and didn't reappear on the back of any report(s).

1). Concern was expressed about Uber's policy of 'surge' pricing. Now whilst in B&H the vast majority of taxi/PH run on the same tariff, nationally that is the exception. That aside the council have no control over the rates PH operators/drivers charge, providing customers are made aware of those rates before they book or depart. Jeff confirmed that when one books a car, via the Uber app, price ranges are clearly shown. But even if a customer missed that price range, and was subsequently shocked at the final fare, we must remember all

payments are done via credit cards, so the customer has a well established credit card complaints department which are ready and waiting to deal with any customer complaints. In short Uber customer have more chance of getting financial redress than anyone dealing with any licensed B&H vehicle at present.

2). It was mentioned that as Uber don't consider themselves operators then that will cause the council problems in the future. As I said, Uber can call themselves what they like, but if someone signs the bottom of a B&H operator's license application, and that application is granted, then they are a B&H licensed operator.

3). The problem of vehicles that take wheelchair users, sitting in their wheelchairs, would be problem for Uber. So what? If the council wish to have a rule that says an operator with X amount of cars must have X percentage of vehicles that take wheelchairs, then so be it. Uber, or anyone else for that matter, will have to adhere to those rules.

4). We also discussed issues about Uber financing vehicles for drivers, and them not taking pre-bookings, but both of those issues are not, in my opinion, an issue that can be considered when determining the application. In short it's pointless waffle.

5). This point is the one that, from a B&H licensed PH driver's view, is the deciding factor why we believe Uber should be licensed in B&H. **They will not go away**. Only a fool will believe that Uber will pack up their bags and go away should the council reject their application. Instead they will try and license in Lewes, in Adur, in Mid-Sussex, or possibly them all. They will get a local license to operate somewhere, and that will leave the local B&H trade and the council with the worst possible outcome. In respect of the trade, we will see yet more local B&H work being lost to vehicles licensed elsewhere. That work which would have gone to B&H licensed vehicles will instead be given (quite legally) to non B&H licensed vehicles and drivers. I'm frankly amazed the likes of the GMB don't understand that obvious outcome should the council reject the Uber application.

But it's not just the B&H drivers that would lose out, the council itself will be left with a situation of dozen of Uber vehicles working the city with the council unable to check or enforce any of them. Is that really what we want? Do the council really want residents and visitors of our city being told 'it's nothing to do with me' should they wish to make a complaint to B&H council about a Uber vehicle? Is this what any of us want post Rotherham?

6). Following on from the point above re Rotherham, some of the features Uber have on their booking app are features the council should be jumping for joy about. A minor feature is the ability to see the face of the driver, on the app, that will be picking you up. That in itself is a major safeguard, but by far the biggest safeguard feature is the ability to follow the route on the app that the vehicle is going in real time. Can you imagine how helpful that feature would be to a parent that has booked a car to take their children out, or bring them back home? And how helpful a print out of that route would be to officers investigating any complaints?

To summarise I'm a little bit perplexed why the application hasn't been granted already, and I would hate to use the words 'regulatory capture', so I won't, but despite personally not being interested in working with Uber I know some of my colleagues would be interested, either working for them part-time or, in time, full-time.

But what none of us want is to lose yet work to non local vehicles. If the council license Uber they will have to use local B&H vehicles and drivers, those not working with Uber can put up with that. What we can't put up with is more Lewes, Adur and other areas drivers taking more of our bread and butter work.

Take care xxxx

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From: Andy Cheesman [<mailto:andrewcheesman@icloud.com>]
Sent: Friday, July 10, 2015 08:59 AM
To: Mo Marsh; Dee Simson; Simon Kirby Mp <simon.kirby.mp@parliament.uk>; Peter Kyle <peterkyle@me.com>; caroline.lucas.mp@parliament.uk <caroline.lucas.mp@parliament.uk>; Tim Nichols
Subject: Fwd: Uber Triple Fares with Tube Strike

Good Morning

For your info

Best wishes

Andy

Sent from my iPhone

Begin forwarded message:

From: GMB Brighton & Hove Taxi Section <newsmail@gmbtaxi.org.uk>
Date: 10 July 2015 01:19:39 BST
To: <andrewcheesman@icloud.com>
Subject: Uber Triple Fares with Tube Strike
Reply-To: GMB Brighton & Hove Taxi Section <newsmail@gmbtaxi.org.uk>

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Our NewsMail is delivered to over 400 people in the Brighton & Hove Taxi & Private Hire TradeYour local GMB reps Jon Smith & Mick Hildreth are actively involved nationally for matters such as the Governments Deregulation Bill and the Law Commission and international for matters relating to Uber

To join the GMB Brighton & Hove Taxi Section: Call Jon on 07810 432 921 or Mick on 07582 198 198 or email: jon.smith@gmbtaxi.org.uk or mick.hildreth@gmbtaxi.org.uk

Uber Under Fire For Tripling Fares During London #TubeStrike

Taxi firm Uber is under fire after it emerged fares had nearly tripled at peak travel periods during the London Tube strike.

The company was accused of “cashing in” on commuter misery after travellers using the app were at one point informed fares had risen 2.9 times the normal amount and that a more than £40 minimum fare had been instated.

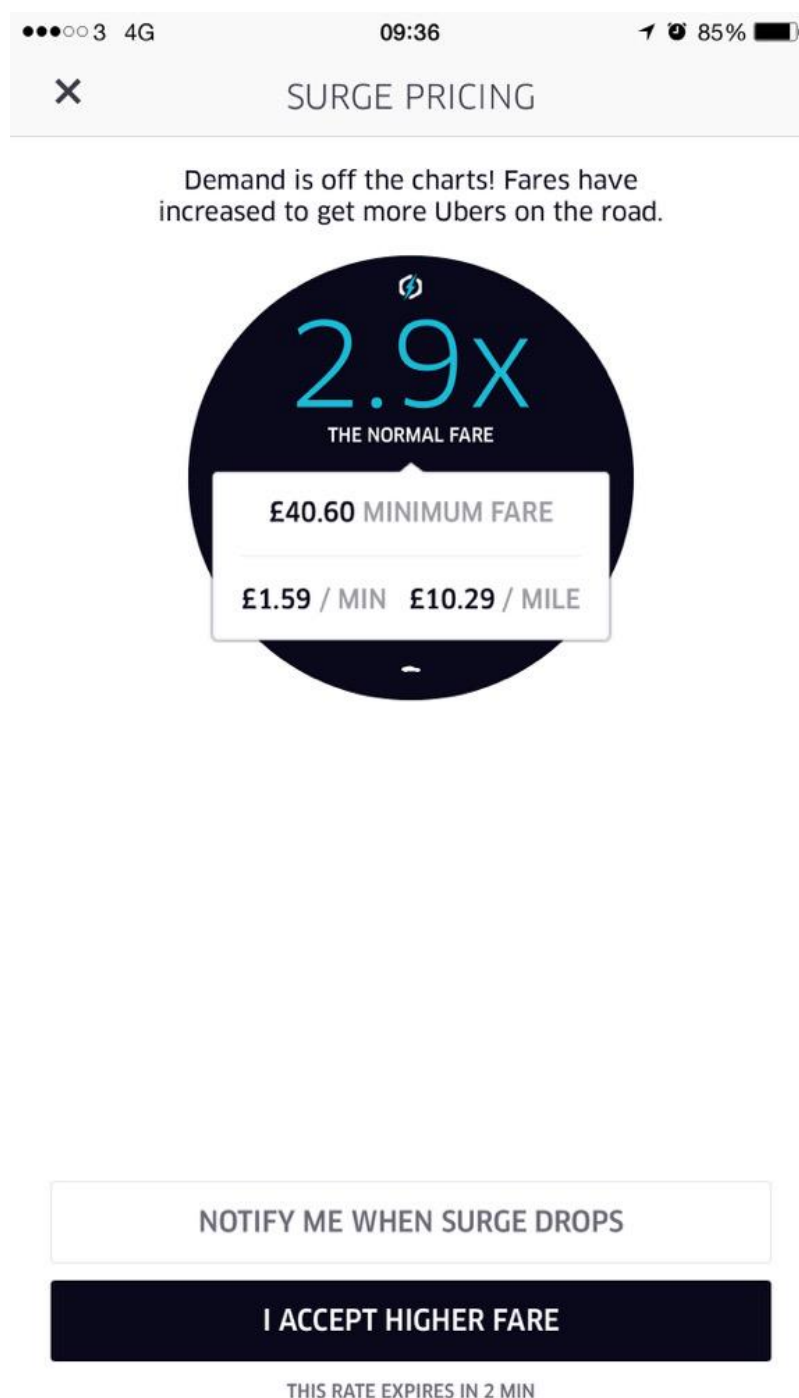
The app, which connects drivers with passengers directly instead of through a centralised booking service or just hailing a car in the street, uses a pricing

algorithm which detects situations of high demand and low supply and hikes the price in increments.

But users took to social media to complain about the controversial policy after the strike took hold on Wednesday evening.

[Ailish Cleary](#) [@AilishCleary](#)
[@Uber](#) bad decision to double your prices due to tube strike, you will make money but you won't have returning customers [#uber](#) [#poorform](#)

[7:19 AM - 9 Jul 2015](#)



[Ailish Cleary](#) [@AilishCleary](#)
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Our mailing address is:

GMB - Brighton & Hove Taxi Section
Brighton
East Sussex
Hove, Bnh BN3 1
United Kingdom

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From: Andy Cheesman [<mailto:andrewcheesman@icloud.com>]
Sent: Tuesday, June 30, 2015 08:24 AM
To: Simon Kirby Mp <simon.kirby.mp@parliament.uk>; Peter Kyle <peterkyle@me.com>;
caroline.lucas.mp@parliament.uk <caroline.lucas.mp@parliament.uk>; Mo Marsh; Geoffrey Theobald;
Tom Druitt <tomdruitt@thebiglemon.com>
Cc: Mary mears <mary.mears@googlemail.com>
Subject: Fwd: Uber France Leaders Arrested For Running Illegal Taxi Company

Good morning,

Latest from UBER France.

Thank you

Andy

Sent from my iPhone

Begin forwarded message:

From: GMB Brighton & Hove Taxi Section <newsmail@gmbtaxi.org.uk>
Date: 30 June 2015 00:45:34 BST
To: <andrewcheesman@icloud.com>
Subject: Uber France Leaders Arrested For Running Illegal Taxi Company
Reply-To: GMB Brighton & Hove Taxi Section <newsmail@gmbtaxi.org.uk>

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Our NewsMail is delivered to over 400 people in the Brighton & Hove Taxi & Private Hire Trade. Your local GMB reps Jon Smith & Mick Hildreth are actively involved nationally for matters such as the Governments Deregulation Bill and the Law Commission and international for matters relating to Uber

To join the GMB Brighton & Hove Taxi Section: Call Jon on 07810 432 921 or Mick on 07582 198 198 or email: jon.smith@gmbtaxi.org.uk or mick.hildreth@gmbtaxi.org.uk

Uber France Leaders Arrested For Running Illegal Taxi Company

Uber France CEO [Thibaud Simphal](#) and Uber Europe GM [Pierre-Dimitri Gore-Coty](#) were both taken into custody today in Paris. [The AFP](#) first broke the news. The police started investigating Uber in November 2014 and raided its office in Paris [in March 2015](#).

The two executives were charged with two different allegations. First, according to them, Uber is running illegal taxi operations. Uber has been struggling with this charge in many countries, starting with the U.S. In 2010, the company had

to [change its original name](#) from UberCab to Uber as taxi companies didn't want to create any confusion.

Second, the police said that Uber France is concealing digital documents. It's hard to tell what the police was looking for when they raided the French office in March. But apparently, some documents are missing and slowing down the investigation.

The transportation company executives weren't taken into custody because of the violent protests that occurred [last Thursday](#) — taxi drivers want Uber to stop its cheapest service, UberPOP. But it's hard to rule out a link between the two events. The police might have sped up its investigation following last week's incidents. Cabbies damaged 70 cars — some of them were even [flipped over and burnt](#).

As a reminder UberPOP was launched [in February 2014](#) and is the confusingly named equivalent of UberX in France (UberX in France is the equivalent of Uber in the U.S.). With UberPOP, anyone can become a driver without any special professional license.

Many taxi drivers saw the new service as unfair competition. UberPOP was banned in [Brussels](#), [the Netherlands](#) and, yes, [France](#).

The French police has been issuing fines for a few months now, but when an UberPOP driver gets fined, Uber [pays for the fine](#). Recently, Uber rolled out UberPOP in a few smaller French cities, making it available to many more potential customers.

That's why taxi drivers [protested against UberPOP](#) last week, asking for a real unequivocal ban. Interior Minister Bernard Cazeneuve talked with taxi unions, told the police to stop UberPOP drivers and fine them — 200 additional police officers are now in charge of this task. France President François Hollande also reminded that UberPOP cars could get seized by the police, but it's unclear whether it will become a widespread practice.

Yet, as long as there is no justice court order, the Government can't do much more than that. On Thursday, Uber France director Thibaud Simphal said to [BFM TV](#) that as long as a justice court didn't order Uber to stop UberPOP, the service would continue — as of today, you can still find UberPOP cars when you open the app.

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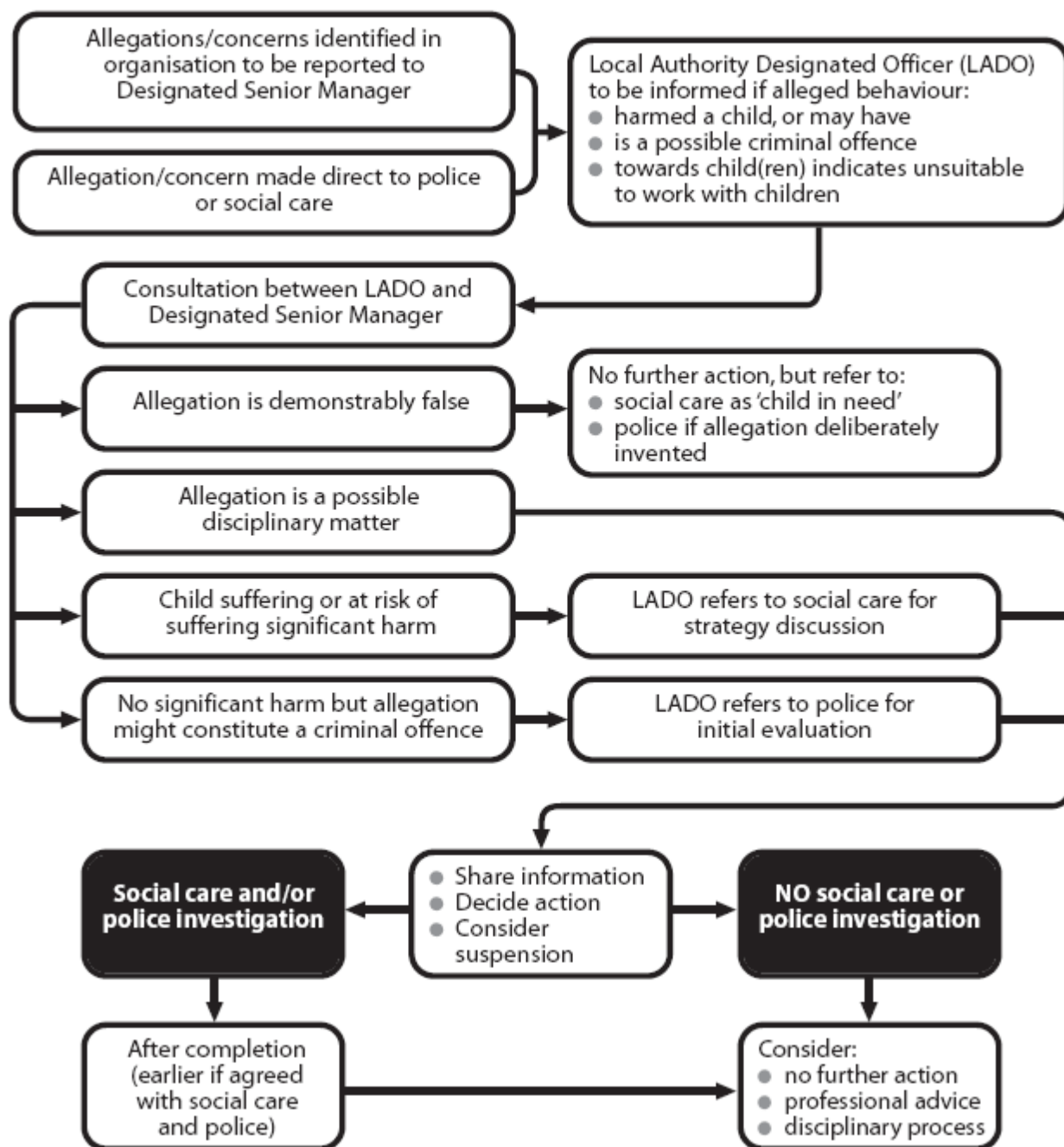
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Allegations or concerns against staff and volunteers CHILD PROTECTION PROCESS



Licensed Private Hire Car Association

Inc London Private Hire Car Association

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martin.seymour@brighton-hove.gov.uk,
Jean.Cranford@brighton-hove.gov.uk,
Simon.Quinn@brighton-hove.gov.uk, Tim.Nichols@brighton-hove.gov.uk,
ollie.sykes@brighton-hove.qcsx.gov.uk

9 September 2015

Dear Sirs and Madam

RE: UBER'S APPLICATION TO PROVIDE SERVICES IN BRIGHTON & HOVE

The Licensed Private Hire Car Association represents nearly 200 Licensed Private Hire Vehicle (PHV) and Taxi Operators that undertake PHV bookings connected to over 15,000 licensed PHV & Taxi drivers.

We are aware that the Private Hire Vehicle Licensing Committee at Brighton & Hove City Council is currently reviewing an application submitted by Uber for an Operating Licence, which seeks to enable the firm to roll out its service locally.

We understand that while Uber's Operating Licence has not yet been considered by Councillors, a Licensing Panel is to be specifically convened to review the application and come to a decision on Uber's entry into Brighton & Hove. We understand that Jean Cranford, Assistant Director, Public Safety, is directing the papers ahead of the Licensing Panel with Councillors.

In light of Uber's recent application, please find below a briefing that draws on experience in the London market, which we believe to be of relevance to the Council's review process.

We would be happy to provide further detail should the Council require further guidance on the issues raised below. Documents referred to in this letter are enclosed.

Concerns regarding new Private Hire market entrants

There are a number of issues that currently affect the taxi and PHV industry in London, which will be relevant in the context of Uber's application to PHV services in Brighton & Hove.

Insurance concerns

- Uber London Limited's checks on insurance documents provided by drivers at registration have been shown to be seriously flawed. Uber's business model, based almost entirely online, means that although a PHV driver produces an insurance policy cover note – which might be valid for 12 months – at the point of application, from that moment onwards Uber is unable to say whether the insurance documents provided by drivers remain valid.
- Evidence suggests Uber is also unable to effectively ensure insurance documents are genuine in the first place. The Guardian reported (12 June 2015¹) that a driver was able to accept bookings using a faked insurance document, demonstrating alarming flaws in Uber's certification process. Furthermore, in June 2014, Transport for London (TfL) found that Uber London engaged a private hire driver between 7 and 23 February 2014 without having third party hire and reward insurance in place to carry passengers for reward. TfL successfully prosecuted the driver and Uber London, details of which can be seen on the following link: <http://bit.ly/1M8tyFS>
- Uber responds saying that it conducts random sampling periodic checks on its drivers after they have produced a cover note. This backward looking, sporadic, and piecemeal approach does not provide sufficient reassurance to regulators and cannot be allowed to sustain.
- Similarly Uber argues that it checks its drivers' policies validity with insurers. This claim both lacks credibility (what of confidentiality and privacy of contract issues?) and is of no reassurance whatsoever to regulators – the PHV licencing regime is explicitly not self-regulatory in nature. Allowing Uber to operate on this basis drives a coach and horses through the spirit of the legislation.
- We believe that it is fundamentally unacceptable that Uber is unable to say how many of its vehicles on Britain's roads are uninsured.

Industrial-scale tax avoidance

- Bookings with Uber are made through a Dutch company "Uber BV" in breach of section 2 of the Private Hire Vehicles (London) Act 1998. Payments are made to Uber BV, whose profits are taxable in the Netherlands at a highly reduced rate, rather than in the UK where the service was in fact provided. Reputable private hire operators paying UK corporation tax cannot hope to compete with a company designed from the ground up to pay as little tax as possible – one that is unlikely to ever pay meaningful corporation tax in the UK regardless of the scale of its profits. TfL has recently referred the issue of Uber's tax structures to HM Revenue and Customs as noted in a letter from Mayor of London Boris Johnson (dated 29 June 2015) addressed to the Chief Executive of Addison Lee, (the UK's largest PHV Operator) Liam Griffin.
- The Licensed Private Hire Car Association (LPHCA) recently shared a briefing with HMRC that outlines a number of assertions that the LPHCA, on behalf of its members, has brought to HMRC's attention in respect of the unfair competitive advantage which Uber, operating in London through Uber London Ltd has as a result of its tax arrangements. The briefing notes how Uber employs an unfair business model in comparison to domestic UK competition:
 - Uber's corporation tax arrangements: Uber appears to record profits for UK services in the Netherlands – just the sort of arrangement that should be subject to the new 25% "Google Tax" i.e. Diverted Profits Tax;
 - Uber's practice of paying drivers into any nominated offshore bank accounts with the risk that those payments are not declared and taxed in the UK; and

¹ <http://www.theguardian.com/technology/2015/jun/12/uber-whistleblower-exposes-breach-driver-approval-process>

- The making of guaranteed monthly payments to allegedly self-employed drivers – guaranteed earnings normally indicates employment, with PAYE/NIC applicable.
- We attach the LPHCA's letter to HMRC that highlights serious concerns that Uber's VAT arrangements do not comply with existing VAT Regulations. The letter also questions whether VAT Regulations (changes to the place of supply rules for digital services) will apply to companies like Uber London Limited and whether companies such as Uber London Limited will now be required to charge VAT at the prevailing UK rate (20%) for orders taken in the UK.
- HMRC Chief Executive Lin Homer's response is also attached, which does not provide clarity on whether Uber would manage to avoid the new VAT Regulations. We understand that HMRC is currently determining whether to look in detail at Uber's UK tax arrangements.
- LPHCA recently wrote to Alain Lamassoure MEP, Chair, Special Committee on Tax Rulings and Other Measures Similar in Nature or Effect (TAXE), calling upon the Committee to summon Uber's Chief Executive Travis Kalanick to explain his company's commercial practices and why he feels that is acceptable that reputable PHV companies across Europe should pay corporation tax, VAT and other obligations while his company should not.

Licencing concerns

- Uber BV is not licensed to operate in London (although Uber London Ltd is licensed) and yet it is Uber BV which is discharging the functions properly reserved for TfL Operator's Licence holders. It would be advisable for the Committee to gain clarity on the entity that would hold the Operator's Licence in Brighton & Hove in the event that Uber's application is successful. In Uber's model "making provision" is contacted out, to an out of jurisdiction entity which is for all practical purposes beyond the reach of local authority regulation. Manifestly a breach of section 2 of the Private Hire Vehicles (London) Act 1998 is committed by Uber in London. It for the Panel to determine whether these arrangements are likely to breach section 48 of the Local Government (Miscellaneous Provisions) Act 1976.

Unsupervised drivers and unsafe booking structures

- As a direct consequence of the flaws in Uber's operating model Uber drivers loiter, ply for hire, park illegally and create a public nuisance in areas of high demand such as at airports and stations, undermining London's profile as one of the safest taxi markets in the world.

Unsafe control of customer and driver data

- Uber also fails to take seriously its obligations to protect customer and driver data, and Uber London appears to be committing an offence under the Data Protection Act 1998. This undermines an important feature of the private hire framework in London designed to protect the public. On numerous occasions Uber customers' personal information has leaked into the public domain and the company was the subject of a recent BBC Watchdog investigation into the scale of fraudulent transactions which Uber appears to be either unable or unwilling to address.

Behaviour of group and related companies

- Uber BV – in effect Uber London Ltd's parent company – has knowingly, willingly and intentionally flouted local regulation for profit in France, Germany, Belgium, Italy and the Netherlands – almost every European market in which it operates². Looking to the United States, some two months ago the New York Taxi and Limousine Commission was obliged to seize almost 500 vehicles working with Uber for breaching touting rules.³

² Action in France, Netherlands, Belgium: <http://techcrunch.com/2015/06/29/uber-france-leaders-arrested-for-running-illegal-taxi-company/#.oorm9h:Y3h4> ; Action in Germany: <http://www.bbc.co.uk/news/technology-31942997> ; Action in Italy <http://uk.businessinsider.com/italian-court-bans-uber-2015-5>

³ See: <http://nypost.com/2015/06/16/hundreds-of-uber-cars-seized-for-illegal-pickups/>

Airport Nuisance

- Tracey Smythe (Tracy.smythe@sussex.pnn.police.uk) of Sussex Police has complained constantly of infractions, obstruction, touting and other offences by Uber driver at Gatwick Airport. Bill Nailen (Bill.Nailen@ Crawley.gov.uk) licensing officer at Crawley Council (which includes Gatwick) has also identified numerous licence infringements by Uber drivers.

From the above evidence the committee will be able to see that Uber drivers and Uber management have no respect for law or regulation and have adversely impacted public safety and public order and are clearly unfit to hold an Operator's Licence.

In addition to the above in London there is strong evidence that Uber PHV Drivers are traveling into the London Licensing Area (Cross Border) and parking vehicles without bookings that are then being 'virtually hailed' via the Uber App, which shows their availability and position, so they are acting like a taxi.

The LPHCA, GMB, Unite the Union, the London Cab Drivers Club and the Private Hire Board are seeking the cessation of this practice and action against Uber by Transport for London who will be holding high level talks with the aforementioned this week (10th September) at City Hall.

This behaviour undermines both the taxi and private hire operators and drivers who work in accordance with the two-tier system recently endorsed by the Law Commission review into Taxi & PHV licensing in England & Wales, which is now awaiting action by the Department for Transport.

Uber is also subject to a determination by the High Court in early October about their alleged illegal metering of PHV journeys in London, something the LPHCA contends is illegal in the capital because of the extensive differences between the level of qualifications of taxi and PHV drivers.

For more information, please contact me at your convenience.

Yours sincerely



Steve Wright MBE

Chairman

Licensed Private Hire Cars Association



Licensing Committee
Brighton & Hove City Council

October 5 2015

Dear Councillors

Uber Operator Licence Application

The GMB Brighton & Hove Taxi section would like to make it very clear that there is no objection to Brighton & Hove City Council granting an Operator's Licence on commercial grounds. Indeed we welcome competition in the trade.

However...we would like offer the following points for the Licensing Committee to take into consideration when deciding as to whether Uber should be granted a Brighton & Hove Operators Licence which is a local requirement for operating a private hire company in the UK. *Hackney carriages do not require an Operators Licence*

- 1: What exactly is Uber?
- 2: Wheelchair Access and Wheelchair Bookings
- 3: Surge Pricing
- 4: Pre-booking an Uber vehicle
- 5: Communication

1: What exactly is Uber?

On the Uber UK website .. in the small print its states: *"*Uber is not a transportation provider"* And yet it is applying for an Operator's Licence?

Surely the principle and purpose of being a legitimate private hire operator is to transport people around?

So what exactly would the council be licensing? Would the council be just licensing a smart phone app...or rather a 'virtual operator' ?

2. Disabilities / Wheelchair Access and Wheelchair Bookings

For many years there has been a close working relationship between the council and the major Brighton & Hove taxi operators with regard to wheelchair accessibility. *Compared to other areas it is considered that such a working relationship is quite unique in the taxi trade ...where the local trade reps and Operators meets with the council on a regular basis throughout the year to discuss various trade matters.*



In the current Blue 3rd Revision under 'Section 3. Part A. **Procedure for Licensing a Private Hire Operator**' it states:

146. General.

Anyone who makes provision for the invitation or acceptance of bookings for a private hire vehicle must hold an operators licence, (with the exception of those who only operate vehicles covered by section 75 of the Act of 1976). This means that any individual (group or company) which advertises the services of any private hire vehicle with the services of a driver for hire and reward, or has a mobile telephone or pager which is carried within a licensed vehicle then that driver and vehicle have made provision for the acceptance of bookings for hire and reward and will be required to hold a private hire operators licence.

Brighton and Hove City Council are subject to duties under the Equalities Act 2010 which includes the duties to eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Act.

In relation to the Hackney and Private Hire as the licensing authority we are wishing to ensure that the needs and requirements of those with a disability are being acknowledged and met.

Primary issues for the Council to take note of are:

- Mobility – this is being addressed by the introduction of wheelchair accessible cabs. It is noted that certain service users who may have mobility issues still prefer old style saloon cars. The trade should be able to respond as appropriate where a particular type is requested/
- Visual impairment - drivers to be aware that greater assistance will be required. As per the detail already included in this document.
- Hearing impaired – note should be taken that those with hearing difficulties should wherever possible be provided with a text service.
- Awareness of those with mental health issues.
- Awareness of those with learning disabilities.
- Training for drivers on disability awareness for instance not assuming that because someone is slurring speech that they are drunk as opposed to having neurological disorder.

It is desirable that the operators can on request provide monitoring information. What is required are figures on the numbers of journeys undertaken by those with an obvious disability or where one has been declared – personal information is not required. In addition where there has been an issue around a disability the details of that issue and what if any steps were taken to address that and prevent its reoccurrence.

This information will be required to be provided annually when the application for renewal is made.

The last two paragraphs clearly shows that the council require “...monitoring information” regarding “figures on the numbers of journeys undertaken by those with an obvious disability or where one has been declared”... and may be quite unique to Brighton & Hove and this may reflect as to where Uber has been licensed in other areas where such an exercise to establish disability monitoring has not been adopted.

We would not expect any reduction in the obligations of Brighton & Hove Operators to accommodate any prospective Operator who may not be able to achieve the well established required standard. It is questioned as to whether a smart phone app (Uber).. or any ‘Virtual Operator’ would be able to provide the same service under the Equalities Act 2010 that has been attained by the major Operators in the city which has been achieved via the close working relationship with the council.

This is especially important where such information is required when an application for renewal is made. Quite how a smart phone app or ‘Virtual Operator’ can provide such information would be interesting?

However...perhaps one way to ensure that Uber is granted an Operators Licence would be to completely abandon any policy/conditions of wheelchair accessibility and disability awareness that the currently licensed Operators have been compelled to adhere to... otherwise why should any Operator in the city bother with it?

The major point though is that currently it is understood that Uber has no facility whatsoever for a wheelchair user to book a wheelchair accessible vehicle (WAV) on demand.. even more importantly Uber has no facility to pre-book a WAV ahead of time.

Surely the absolute essence of a being a responsible Operator is to cater for all needs at any time?

3: Surge Pricing

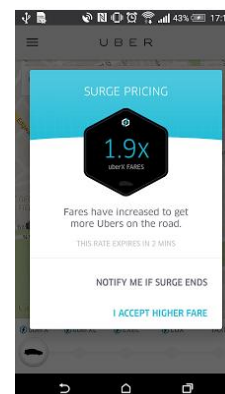
The Licensing Committee will know.. or will have been briefed... that an Operator's Licence is only required for a company that only uses private hire vehicles.

Uber only uses private hire vehicles.

Uber does not use hackney carriage taxis.

The reason as to why Uber only use private hire vehicles is because there is no control over what fares a private hire vehicle can charge. The council have no input on what those rates are. This has always been the case.

However.. a licensing council does have full control over what its licensed hackney carriages can charge at a maximum. This does not suit Uber's business model with regard to opportunist ‘Surge Pricing’ therefore only uses private hire vehicles.



The major private hire Operators in the city run a mixture of private hire and hackney carriage taxis. Consequently such private hire vehicles run on the same metered rate as hackney carriage...although a private hire vehicle is not required to use a 'taxi meter'. However...if a private hire vehicle wishes to use a meter then such charges must be displayed on a tariff sheet in the vehicle for public viewing.

If the council considers that Uber are to be licensed than we would like to know how taxi meters are incorporated with the Uber vehicles?

The Licensing Committee should be aware that where Uber are licensed in London there are major differences in private hire conditions. One of these conditions is that London private hire are forbidden to have 'taxi meters'. Indeed it is a fact that not all private hire vehicles licensed outside of London actually use taxi meters... unlike those in Brighton & Hove. This suits Uber's way of operating because all fares are effectively at the whim of Uber at any time which does not allow for calibrated and sealed taxi meters.

Therefore would the council need have to set a condition that no Uber vehicle operating under Uber's Brighton & Hove Operators licence would be allowed to install a 'taxi meter' because there would be no point as Uber has a fluctuating rate of charge?

The council has no control on how Uber sets its rate...indeed nor should any council be able to set the rates that a private hire company can charge. Consequently the council has no control either on Uber's policy of '**Surge Pricing**' as explained in the small print on the UK Uber website:

"At times of intense demand, our rates change over time to keep vehicles available."

This means that Uber vehicles will charge whatever Uber decides at any time of the day if there is an opportunity to do so depending on the demand or situation of crisis as happened during the dreadful siege in Sydney Australia in 2014 as quoted by the BBC *"The firm raised fares by as much as four times its normal rate when demand shot up during the siege that left three people dead"* <http://www.bbc.co.uk/news/technology-30595406>

This policy of '**Surge Pricing**' has been implemented at recent times in the UK such as during the tube strike where Uber passengers have been charged a substantially higher rate than normal:

"The Guardian 09/07/2015

"Uber, the app-based taxi-booking business, has been accused of exploiting customers by tripling fares during London's tube strike.

Uber users were confronted on Thursday morning with warnings that the company was tripling fares because "demand is off the charts".

It warned of "surge pricing", with fares 2.9 times higher than normal and with a minimum fare of £14.50. Even sitting in standing traffic would cost 43p per minute instead of the normal 15."

<http://tinyurl.com/uber-surge-pricing1>

"Manchester Evening News 09/02/2014

Uber taxi users being charged £6 a mile during 'surge' fare times

One customer charged £42 for taxi from Northern Quarter to Withington

Passengers are facing £7-a-mile fares in Uber taxis around Greater Manchester at 'surge' times.

Customers of the app-based taxi service say they have been left shocked by the amounts they are charged through their phones at the end of a journey.

One passenger was charged £42 to go from the Northern Quarter to Mauldeth Road West in Withington.

Another faced a £34 charge from Didsbury Village to Handforth in Cheadle.

Some of those who complained to Uber have received partial refunds, which the MEN understands are given at the company's discretion.

Fares for Uber taxis go up during 'surge' times - when a high number of people are using the app to request taxis in certain areas.

It means the original fare can be four times higher while a surge is on - which customers say they have found confusing."

<http://tinyurl.com/uber-surge-pricing2>

However....'Surge Pricing' is of course a commercial factor that the council cannot take into consideration regarding Uber's application for a Brighton & Hove Operators Licence.

4: Pre-booking an Uber vehicle

Unlike with a traditional private hire company... you cannot pre-book even a standard vehicle with Uber ahead of time.... let alone a wheelchair accessible one.

The Licensing Committee will have to decide if this is a factor to take into consideration.



5: Communication

Unlike the traditional private hire Operator... there is no facility to directly communicate with Uber as there is no telephone number advertised to call.

It is understood that the only initial communication a member of the public can use is via email.

We do wonder how a smart phone app/Virtual Operator will be able handle matters such as valuable lost property or... even more importantly... how emergency messages from the police are relayed to Uber vehicles?



We are very pleased to state that the established Brighton & Hove Operators have cooperated for many years with the police for emergency issues and act quickly to assist by immediately alerting their drivers to situations.

We trust that we have provided some useful basic information on Uber's working model to enable the Licensing Committee to make a decision on the application for Uber to become a Brighton & Hove Licensed Operator.

Andrew Peters
Secretary
GMB Brighton & Hove Taxi section

Case ref: ME/6548/15

Witness statement of Martin
Walker

On behalf of: Sheffield City
Taxis Limited

Statement dated: 25 September
2015

**Competition and Markets Authority Investigation
into the completed acquisition by Sheffield City
Taxis Limited of certain assets and business of
Mercury Taxis (Sheffield) Limited.**

**WITNESS
STATEMENT OF
MARTIN WALKER**

1. I, Martin Walker of 205 Kingshurst Way, Birmingham B37 6EA, am Operations Manager of Star Cars and Coaches Limited which operates from 718 Chester Road, Birmingham, West Midlands B23 5TE and is a private hire operator.
2. The facts and matters set out in this statement are within my own knowledge unless otherwise stated and I believe them to be true. Where I refer to information supplied by others, I identify the source of the information. Facts and matters derived from other sources are true to the best of my knowledge and belief.
3. I have been requested to make this witness statement by Sheffield City Taxis Limited in relation to its ongoing discussions with the Competition and Markets Authority. I have not been a party to these discussions and I am not aware of the nature of the discussions nor the substantive detail. I have been requested to comment on the impact of UBER operating in Birmingham and what effect I believe it has had on the market.

4. Birmingham is a large city of over a million people, and is surrounded on all sides by other councils of the West Midlands: Sandwell, Solihull, North Warwickshire, Walsall, Warwickshire, and Worcestershire. The history of the taxi and private hire market is determined by the large area covered, and the geography. The City centre core is well served by the hackney carriage trade; the suburbs are served by many private hire operators which operate in local neighbourhoods. Until UBER arrived, Birmingham did not have one taxi or private hire company that covered the whole of the Local Authority area.
5. UBER was granted a licence at a private sub committee hearing of the Council (with a quorum of two councillors) on 12 February 2015, and at that hearing UBER was also able to achieve a number of exemptions from the standard conditions in its licence. They launched two days later on 14 February 2015 (Valentine's Day).
6. UBER offered incentives to existing licensed drivers to move over to its platform. There is currently a difficult process to license new drivers in the City and from 2008 to date the Council halved the number of available licensed drivers in the City. Therefore the only drivers available to UBER were those already working for the traditional operators. There were approximately 97 operators in Birmingham.
7. Incentives for drivers included a £1000 cash bonus on joining, three months free commission (usually 20% of the fares), a £100 "recommendation" fee when introducing drivers (this rose over the first weeks to £200, then £300, and up to £350 per recommendation), and a "minimum earning guarantee" of up to £15 per hour, essentially paying the driver when legitimate fares were not available. UBER importantly also told the drivers it accumulated that they could only legally work for one operator at a time. This made it all the more difficult for traditional operators to encourage drivers to come back even when UBER's incentives and subsidies expired.
8. Drivers swarmed to UBER for their incentives. Within two weeks of the UBER launch, Star Cars had lost almost 20% of its drivers, although drivers would not indicate they had gone to UBER. Drivers made excuses, and still do, as to why they could not come to work for Star Cars. A great number of drivers have been seen driving for UBER whilst they were "on holiday" or "off sick". FOI Data from June 2014 provided by Birmingham City Council showed that Star Cars was marginally the single largest operator in the City, though no company had market dominance.

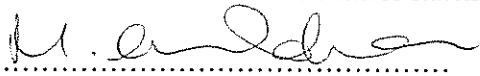
9. Many operators including Star Cars were impacted, and found themselves trying to compete with a completely new business model. Within only three months, by the end of May 2015, UBER had attracted circa 1,200 drivers, equivalent to more than a third of the Birmingham licensed fleet, to its platform. This number came from a number of colleagues in the industry and was confirmed by a senior licensing officer. It is fair to assume that drivers work for UBER and a traditional operator at the same time, without necessarily the knowledge or permission from either operator.
10. UBER adopts a tactic of increasing its prices when it determines that there is a shortage of drivers. It does this to "lift" the drivers' earning potential with UBER to a level significantly higher than the traditional operators might be able to achieve for them and accordingly attract more drivers to work for it. The customer, in the belief that he is paying a premium to effectively jump a queue at peak times, does not realise that this process pulls the driver away from the traditional market, and plants him in UBER's availability.
11. UBER continues to periodically offer incentives to drivers. To date it has done this three times since commencing operations in Birmingham.
12. As well as offering incentives to drivers, UBER also aggressively targets passengers using the following tactics:
 - 12.1 offering customers free fares, for example recently UBER sponsored a weekend at Gatecrasher, Birmingham's largest nightclub accommodating 3,500 revellers. UBER offered a free ride home for everyone in an UBER vehicle;
 - 12.2 offering abusively low fares, enabled by the fact that UBER operates outside the UK tax regime. UBER collects the fare electronically from the customer, deducts tax (in the Netherlands), deducts the drivers 20% commission, and pays the balance of the fare into any account anywhere in the world for the driver from its account in the Netherlands;
 - 12.3 operating an app which is integrated with Google maps. A visitor to Birmingham (or indeed a resident of Birmingham) using Google maps to obtain directions is offered the option of walking, taking a bus or taking an UBER. There is no way traditional operators can compete with this as Google is a significant investor in UBER and the arrangement is exclusive.
 - 12.4 rewarding people for downloading, using and recommending the UBER app by offering free credit on their account for use with UBER.

- 12.5 by signing up to UBER, new customers accept the companies terms and conditions, one of which enables UBER to download a copy of the users contacts within their smartphone in order to allow UBER to market their entire address book. This is likely to be unknown by the user, as it is buried within the companies terms and conditions, which there is no requirement to read, only an assumption that the user accepts by continuing to sign up.
13. Birmingham City Council's Education Transport department, probably the largest in Europe, (Birmingham City Council being the largest Council in Europe), transports over 4,000 children daily to and from schools in licensed Private Hire vehicles which they engage through an EU tendering process. An officer within Birmingham City Council has told me that since February 2015 they have increased its cost of procuring these services by more than 30%, as the effect of UBER takes drivers away from the traditional operators fulfilling those contracts. The traditional operator has to commit to pay drivers more to be able to retain them, which increases the cost to the Local Authority. The Local Authority currently has to revisit these contracts every six weeks as the market continues to be effected by UBER.
14. UBER is also licensed in neighbouring Solihull, and have applications pending in Sandwell, Dudley and Walsall. The UBER driver app tells the driver where his greater earning potential is, irrespective of council boundaries. Birmingham is experiencing significant numbers of UBER Solihull licensed vehicles parking up "available" in Birmingham City centre.
15. Birmingham does not allow its licensed operators to accept bookings "without a specified destination". In the UK, the majority of private hire companies improve efficiency and accessibility by accepting bookings quicker through mobile apps and automated phone systems, and populating the destination with the GPS co-ordinates of the location the driver drops off at. UBER's app allows customers to book without a specified destination, and the Apple Watch UBER App does not have the facility to ask for a destination. Birmingham City Council is "writing to them again". In my view a traditional operator who adopted this approach would be taken to court. Star Cars has spent three years trying to secure an exemption from this condition, so far without success.
16. UBER is paying drivers without having any fares (customers), and convincing them that they can only work for UBER. UBER is offering incentives to drivers for exclusivity. UBER is offering incentives/features to customers which traditional operators cannot offer (whether due to economic or regulatory factors). It appears to be UBER's objective to "starve" the traditional trade of supply (drivers) and demand (passengers).

17. The effect of UBER's tactic will be increasing market share for UBER and the exit from the market of traditional operators. To date four companies in Birmingham have sold up and left the market as the drivers (where the operator gets his income) had left in sufficient numbers that both the income for the operator, and the ability to service the customer demand were fatally compromised. It is my view that these driver defections were caused by UBER.

STATEMENT OF TRUTH

I believe that the facts stated in this witness statement are true.

Signed

Martin Walker

Dated this 25th day of September 2015

Ms J Cranford
Licensing & Health Manager
Brighton & Hove City Council
Bartholomew House
Bartholomew Square
Brighton
BN1 1JE

05 October 2015

By email only: Jean.Cranford@brighton-hove.gcsx.gov.uk

Dear

Re: Objection to application for Operator's License by UBER

As Vice Chairman of Brighton and Hove Streamline, I write to make further representations and by way of objections to the application by UBER for a Private Hire Vehicle Operator's License and to submit reasons why such a license should not be granted by Brighton & Hove City Council. I do so in addition to the written representations that I made on behalf of Streamline by my letter to the City Council of 21st April 2015.

Private Hire Vehicle Operator's Licenses are regulated in the United Kingdom to protect and benefit the public and to ensure their safety. The public relies upon Licensing Authorities such as Brighton & Hove City Council to provide safety and protection by looking at and considering all applications for a Private Hire Vehicle Operator's License.

A taxi/private hire vehicle ("taxi") user is likely to be in a taxi rather than another mode of transport precisely because they are young, elderly, have a disability or some other special need, have consumed alcohol or are in an unfamiliar place or because it is late or the destination or pick-up point is remote and isolated. The benefits of a regulated taxi service are in some ways difficult to quantify or even identify but must include the comfort to the public of knowing that operators and their drivers have undergone background checks, are insured and use roadworthy vehicles, that drivers know their way around the area and are experienced drivers, that people with a disability will be treated equally and that there will be a good proportion of vehicles that provide wheelchair access and carry guide dogs without extra charges and more that is intangible but of immeasurable value.

The “fit and proper” test is multi-faceted and all embracing in terms of the factors that can and should be taken into account and includes appreciation of the duties and obligations that the law and a licensing authority’s conditions impose.

The public’s trust and confidence in the taxi services provided throughout the country exists because of, and will be justified only as long as, licensing authorities impose fair but rigorous and consistent standards to all applications for operators (and drivers) licenses. Brighton & Hove City Council has done so in the past and all that is asked when making these further representations and objections set out below is that the Council continues to do so in the case of the UBER application.

It is easy to treat objections to UBER’s application as being motivated purely by concerns that UBER will take business away from existing operators and drivers but while economic concerns do of course exist they are by no means the driving force behind these objections/representations. Streamline, as a long experienced, well-established and respected operator, recognizes that it is in the interests of the public and itself that high standards be maintained by all operators and drivers and the thread that runs through all the objections that I put forward is that standards will be lowered if an operator’s license is granted to UBER unless stringent conditions are imposed.

My starting point is to draw attention to Brighton & Hove City Council’s Blue Book which sets out a number of policies and procedures which should be applied to taxi operators generally in the interests of the public:

(1) The Blue Book is intended to provide guidance to “drivers, proprietors and operators” and states: “Customers rightly expect that in using Hackney Carriages and Private Hire’s they will be transported safely. In addition, it is in everyone’s interests to ensure that customer experiences are positive”.

(2) The Introduction states: “This document contains the policy and related procedures that will guide the work of the licensing authority (the Council) in the way in which it carries out its functions. This document sets out the requirements and standards that must be met” (emphasis added).

(3) The Blue Book states in section 3: “The Council will adopt and carry out its licensing functions with a view to promoting the following licensing objectives – The prevention of crime and disorder, safeguarding of children & the vulnerable and the protection of the public – The safety and health of the public and drivers – vehicle safety, comfort and access. In promoting these licensing objectives, the council will expect to see license holders and applicants continuously demonstrate they can meet or exceed specifications set by the Council in the four licensing objectives and will be taken into account by the Council when making decisions”.

(4) The Blue Book identifies the following as “issues of relevance”: “operating rules, conditions and disciplinary procedures. Vetting, qualification, training and monitoring licenses..... This will include ... cautions, convictions, other court orders made to control behaviour and even where appropriate looking at somebody’s social media profile.”

(5) The Blue Book identifies inter alia the following factors as relevant to Health and Safety:

"... ensuring drivers are as safe as possible. Driver training qualification and performance Knowledge of the City Vehicle specifications."

(6) Under Vehicle safety, comfort and access the following appears: "Standards of vehicle comfort and appearance. Provision of disabled facilities. Provision for the aged and the young".

(7) Section 4 of the Blue Book contains a long section devoted to requirements concerning vulnerable passengers (persons of age or disability).

The citation in (2) above makes it clear that it is mandatory for Brighton & Hove City Council to apply the policies and procedures contained in the Blue Book to the UBER application. Accordingly, I make the points set out below which all fall within the ambit of the factors which the Council's Blue Book identifies as relevant matters to be taken into account when dealing with any application for an operator's license.

Whilst it is appreciated the Blue Book is currently under review, I feel certain that all of the foregoing will continue to remain applicable to licensed operators and drivers.

Most if not all operators make their first application having gained skill and experience as a driver and start small. This cannot be said of UBER who will learn "on the job" and, as experience elsewhere shows, start "big". Where requirements are imposed on drivers rather than operators, the experienced operator (such as Streamline) will act to ensure that drivers comply. In contrast, UBER appears to view its role as nothing more than providing a communication service between potential passengers and drivers. There is nothing to suggest that UBER has in place, or will put in place, systems to ensure that their drivers are themselves fit and proper to provide driving services to the public, are licensed and experienced drivers, have road worthy cars, and are properly insured.

UBER does not provide any pre-booking facility and has a policy of "surge pricing" at times of unexpected demand. Neither of these features is in the public interest. There is no way that members of the public could know in advance when "surge pricing" is in operation until being told the cost. Members of the public, particularly younger members of the public, might be unable to afford the "surge price" having counted on using the UBER service, say, throughout the evening.

UBER does not provide an equal service to those with disabilities. This could result in serious difficulties being encountered by members of the public who have made plans counting on using the UBER service but unaware that the service might not be able to deal with their particular disability. The importance of disability requirements cannot be fairly measured in terms of actions brought in the courts and cannot properly be ignored by saying that these are "driver" requirements. Discrimination claims are difficult to prove and individual cases are not cost effective to pursue. Brighton & Hove City Council has required the operators' fleet to be by way of wheelchair accessible vehicles. It would be a retrograde step to license an operator who is not bound by the disability requirements applicable to other operators particularly as those requirements are so obviously in the public interest.

Taxi operators are required on application to set out their policies and procedures regarding those with a disability and if they do not do so the application is returned without further

consideration. New laws require taxi operators to undertake monitoring of the use of the service by passengers with a disability and if information is not provided on the next application, the application is not processed. Natural justice, equality principles and the public interest requires the same standard to be applied to UBER.

Brighton & Hove City Council has imposed requirements that a proportion of an operator's fleet must be wheelchair accessible and UBER must be made subject to the same requirements along with a requirement that drivers undergo disability awareness training. UBER ought to be required to comply with all Brighton & Hove's usual requirements regarding the taking of booking, ensuring drivers are properly trained, the necessity of treating disabled persons equally, carrying guide dogs and not making extra charges. Equality Act compliance is a strict legal obligation, not a choice. A failure to require compliance with all these requirements will undermine Brighton & Hove's standards and make a nonsense of the Blue Book.

UBER draws on a wide range of drivers who are not required to undergo DBS checks or to have an established level of skill and experience. By way of contrast, Streamline has in place measures to ensure that all Hackney and Private Hire drivers who are new to Streamline must have held a UK driving license for 5 years, compulsorily undergo a DBS check, and such DBS check must be satisfactory. The risk to the public is obvious, and even more so following on from the findings from such enquiries as in Rotherham!

UBER vehicles do not carry any livery and a wide range of cars is used (in contrast to e.g. London Taxis). Livery and the readily identifiable London Taxi is not a mere affectation but serves an important purpose not only in enabling ready identification but, because it is costly to apply/obtain, in minimizing the risk of unlicensed drivers. Livery or a readily identifiable vehicle protects the public. When Brighton Streamline and Hove Streamline merged in 2008 Brighton & Hove City Council refused permission for a livery change save for the addition of a second telephone number to be displayed on the rear of the roof sign. Brighton & Hove City Council recognized the value of livery in this decision but it seems that the City Council is proposing to waive or change its policy for the benefit of UBER which would be an inexplicable step, if an operator's license is now granted to UBER.

The speed of response to a call via the UBER app. means that UBER cars are in effect being hailed by users and using a Smartphone as a taxi meter. An attempt to address this issue in New York by imposing a mandatory 5 minute period between the booking and the pick-up resulted in customers being alienated. Importantly, such a requirement would be undesirable if cases involving vulnerable people. It provides no answer to the problem. Also, it is plain to anyone looking for transport in cities where UBER has been licensed that UBER drivers ply for hire picking up people straight from the street in effect using a Smartphone as a taximeter. There are therefore regulatory disparity issues about the use of taximeters. This means that if UBER could be granted a new private hire vehicle operator's license whereas it is in effect offering services analogous to that of Hackney Carriage and without being subject to the stringent conditions that would be applicable to the provision of such a service. The position would appear to have already arisen in London in this respect.

In Amsterdam UBER was raided by the Dutch police authority where it has been accused of violating the Dutch taxi laws with its UBERPOP service which allows untrained drivers and those without taxi licenses to offer trips at a cheaper rate. This service has been banned in

the Netherlands. In Paris two of UBER's top executives appeared in court charged with having committed "misleading commercial practices" and of "complicity in the illegal exercise of the taxi profession". These events again relate to the UBERPOP service and France has in effect passed a law banning the service. UBER has informed licensing authorities in other jurisdictions (Netherlands, Germany and Spain) that it will process bookings using a server within the licensing authority's area only for it to be found subsequently that UBER continued using its Netherlands server outside the authority's area. I accept that the laws of France and the Netherlands might not be the same as the laws applicable in England and Wales. The point is that if UBER is willing to "skate on thin ice" in other jurisdictions, UBER might well be prepared to do so in the UK jurisdiction.

Just such a disregard for regulations was revealed when UBER introduced blue lights in Manchester which were contrary to private hire regulations. Further, after UBER was granted a license in Newcastle-upon-Tyne there were instances of attempted UBER bookings in the adjacent licensing area of North Tyneside and of the use of non-area licensed vehicles. In comparative pricing advertising UBER purported to demonstrate that it was cheaper than other private hire operators but drew comparisons with Hackney Carriage fares, not private hire fares. It appears that UBER has not registered in the UK as a data controller despite operating in London for almost three years and in other UK cities for some time. By signing up to UBER, a customer accepts UBER's terms and conditions which allow UBER to download the customer's entire address book in their Smartphone and use it for UBER's marketing purposes. This is unlikely to be known to the customer who probably will not read UBER's terms and conditions. The point here is that UBER lacks good faith and has shown a disturbing disregard for rules, regulations and conditions attached to the grant of licenses. The weight to be given to concerns cannot be measured by reference to known court cases or complaints because members of the public do not necessarily know what rights they have in this regard and probably take the view that their one experience is not worthy of complaint. Furthermore, UBER does not appear to offer any or any adequate complaints procedure for its customers and certainly none similar to that offered by the current operators within the licensing area of Brighton & Hove City Council. The public interest is therefore to be safeguarded by experienced licensed operators expressing concerns based on their past knowledge and experience and by licensing authorities such as Brighton & Hove City Council undertaking a thorough investigation.

TfL has pointed out that many UBER drivers work for several companies which makes checking compliance and standards very difficult. UBER notoriously cuts its prices resulting in disaffected drivers, drivers willing to work for a minimal reward which cannot be desirable as it attracts those verging on the desperate for money and those willing to take shortcuts in incurring expenses such as upon the roadworthiness of their cars and adequate insurance.

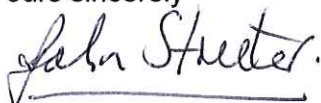
Insurance is a vital concern. If UBER fails to operate within the terms of its license, it is likely that its drivers will be in breach of their insurance policies and may be operating without insurance cover, including cover for their passengers. TfL established that this was the case in a recent successful prosecution.

The fundamental economic issue raised by the presence of UBER in the market goes far beyond a mere concern for the earnings of individual drivers. UBER would appear to enjoy a significant price advantage by avoiding and not paying UK corporation tax because jobs are booked through the Netherlands. UBER drivers earn less than other taxi drivers and in

some cases, less than the minimum wage. Further, there is a real risk that UBER's model will depress fares to unsustainable levels threatening not only the viability of the UBER model but the viability of the taxi trade as a whole. Thus the relevant question for Brighton & Hove City Council is whether an operator who is able to obtain a price advantage by operating outside the UK is in reality suitable to hold an operator's license at all, or certainly within the area licensed by Brighton & Hove City Council.

I am not looking to ban UBER but to bring it into line with what the public expects from any transport provider today. It is very important to ensure that the welfare of passengers is made paramount. Passengers have a right to know that when they book a journey through any operator, the service will be reliable, traceable and fairly priced. They should know who is driving and be able to trace the vehicle's registration and licensing details quickly and easily. UBER cannot be said to satisfy this test. The threat of allowing UBER to operate without bringing it into line with existing taxi operator's requirements and regulations has been described by Sadiq Khan MP in a debate in Parliament as "a race to the bottom" and this aptly describes what will occur in Brighton & Hove if UBER is granted a license or is granted a license that is not subject to conditions that oblige UBER to operate in accordance with the same rules and regulations that apply to all other licensed taxi operators.

Yours sincerely

A handwritten signature in black ink that reads "John Streeter". The signature is written in a cursive style with a horizontal line underneath the name.

John Streeter, Vice Chairman

Brighton and Hove Streamline