



Brighton & Hove City Council  
Town Hall  
Norton Road  
Hove

March 22 2018

### **Uber Brighton & Hove Operators Licence Renewal April 23 / May 4 2018**

*As instructed this document has not been provided to Licensing Committee Councillors nor released to the public prior to the official publication by Brighton & Hove City Council as dated. Permission is granted to the council for the publication of this document for the BHCC Agenda Pack for the renewal of the Brighton & Hove Uber Operator Licence. Permission for the publication of this document by other parties is also granted.*

The GMB Brighton & Hove Taxi Section does not object to any Operator operating in the city on competition grounds providing that such an Operator is 'Fit and Proper'.

The following points are raised with concerns about standards for Uber to be considered as being 'Fit and Proper' to be granted a Brighton & Hove Operators Licence.

**1: Breach of Data – Failing to inform Brighton & Hove Account customers**

**2: Wheelchair Accessibility – Insincere Undertakings/Lip Service - Uber Assist**

**3: Uber Regions – The action plan to reinvent the UK Licensing Authority Areas**

**4: Uber App /Uber Model – 'Peer to Peer' System**

**5: Uber Terms of Conditions - Unfit conditions to hold a B&H Operators Licence**

**6: Uber accused of silencing women who claim sexual assault by drivers  
The Guardian – March 16 2018**

#### **Additional Information**

**7: Conditions Imposed by the Council in 2017 for the granting of a six month licence.**

**8: TfL Report – Cross Border Hiring Concerns – Calls for Legislation change to the Deregulation Act 2015 - "This is the single largest risk to Policing nationally" Metropolitan Police Service 2017**

**This document contains 18 questions for 'The Panel' from the GMB Brighton & Hove Taxi Section which require a full response.**

**A compiled list of these 18 questions is also provided under Appendix for easy access.**



## 1: Breach of Data – Brighton & Hove Uber Account Holder Not Informed

Uber applied for the renewal of the Brighton & Hove Operators Licence on **September 20 2017**.

It was reported on **November 22 2017** that 57 million Uber accounts has been hacked in **2016**.

**“Firm paid hackers \$100,000 to delete data and keep breach quiet”**

**“Chief security officer Joe Sullivan fired for concealing October 2016 breach”**

*The Guardian* <https://tinyurl.com/uber-hacked1>

It was also reported on November 29 2017 that 2.7 million Uber account holders in the UK had their details hacked in 2016 with Uber failing to report this matter to the respective regulatory authorities and account holders.

**“A hack on Uber users’ data affected 2,700,000 people in the UK, the company has confirmed. In late 2016, data on riders was compromised – including their names, email addresses and phone numbers.”**

*Metro.co.uk* <https://tinyurl.com/uber-hacked2>

No company is immune from hacking/cyber attacks but all companies have a legal and moral duty to inform account holders of any Data Breach for those customers to take appropriate action.

The emphasis here is on Uber failing to alert Uber Brighton and Hove account customers in 2016. However quite ironically Uber was immediately able to drum up a massive petition against TfL within hours of the London licence being refused in 2017 so we know Uber can act when it is in its own interest.

It would naturally be the case that Brighton & Hove Uber account holders would have been affected considering that Uber had previously stated that thousands of people in the city had downloaded the Uber App in 205/2016. The BBC reported the following statement from Uber in October 2015:

*“In a statement, Uber said it was looking forward “to offering a safe, reliable and affordable choice”. “Over 85,000 people in the area have downloaded and opened the app in the last few months so we’re really excited about the potential.”* <https://tinyurl.com/uber-app-download>

**On December 12 2017 York Council refused to renew the Uber York Operator Licence based on the Breach of Data which affected York users of the App.**

York Councillors considered Uber’s failure to act in a proper way was irresponsible enough to consider Uber not to be ‘Fit and Proper’ to hold a York Licence.

### **Gerald Gouriet QC – Licensing Lawyer – York City Council Uber Operator Licence Refusal**

“After deliberating in open session, York’s Regulatory and Licensing Committee refused (by majority) to renew UBL’s York PHV operator’s licence under section 62(1)(b) LGMPA 1976, namely “conduct on the part of the operator which appears to the district council to render him unfit to hold an operator’s licence.” The committee’s reasons may be summarised –

- The failure by Uber to inform the relevant authorities until November 2017 of a serious data breach that occurred in 2016 (and which affected York users of the Uber App) rendered UBL unfit to hold a PHV operator’s licence.

- The increasing number of complaints received by York Council about private hire vehicles operated by UBL and driving in York gave rise to concerns about the proper management by UBL of its drivers.

<http://licensing-lawyer.co.uk/uber-withdraw-appeal>

### **Uber York Appeal**

Uber launched an Appeal against the York refusal but as of March 15 2018 it has been confirmed that Uber has now dropped the Appeal. It would appear that either Uber finally accepted York Council's considered status of it not being 'Fit and Proper' or considered it unwise for a court to confirm that the York Licensing Committee Councillors were correct in their decision.

### **The Application Form – September 20 2017**

The September 20 2017 Application is shown as being in the name Rob Van De Waude – Director – Aalsmeer – The Netherlands

### **The Brighton & Hove Operators application requirements states:**

*"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.**"*

The question has to be that Mr Rob van der Woude as a Director would have been fully aware of the very serious 2016 Uber Breach of Data which may have affected Brighton & Hove Uber account holders and of any possible Pending Proceedings but did not alert inform the council of this.

**The Information Commissioners Office and the governments National Cyber Security Centre are stated to be investigating the impact on UK customers** <https://tinyurl.com/ico-uber>

*"The ICO said the way in which Uber dealt with a major data breach has raised **"huge concerns"** over the company's data protection policies and ethics.*

*The UK's data regulation body said concealing a data breach should come with a much larger fine than the standard penalties imposed on organisations that fail to sufficiently protect their customers' data. Uber is alleged to have paid the hackers \$100,000 not to mention it had hacked the taxi booking app's systems, according to Bloomberg.*

*"It's always the company's responsibility to identify when UK citizens have been affected as part of a data breach and take steps to reduce any harm to consumers," ICO deputy commissioner James Dipple-Johnstone said in a statement.*

***"If UK citizens were affected then we should have been notified so that we could assess and verify the impact on people whose data was exposed."***

**Uber London is registered as Data Controller with the ICO but Uber Britannia is not. The Brighton & Hove Uber Application Form is applied for under Uber Britannia so what excludes Uber Britannia from registering as a Data Controller to protect Brighton & Hove Uber account holders?**

On Friday March 16 2018 the National Lottery immediately issued a warning to affected Account holders of a possible Breach of Data and also alerted the media

*“Important player notice As part of our regular security monitoring, we have seen some suspicious activity on a very small number of players’ accounts. We have directly contacted those players whose accounts have been affected. We are advising players to change their password as a precaution, particularly if they use the same password across multiple websites.”*

**If the National Lottery organisation had waited until over a year to announce the breach of data and only after paying a hacker ransom money it would be expected that the licence to operate would be removed and a heavily fine imposed.**

### **GMB Conclusion**

It is very clear that Uber did not undertake the responsibility of informing its UK account holders of the Breach of Data which would have included Uber account holders in Brighton & Hove which renders it as being not ‘Fit and Proper’ to hold a Brighton & Hove Operators Licence.

### **Question 1a for The Panel**

**With Uber failing to inform UK account holders of the Breach of Data which would have affected Brighton & Hove Uber account holders in 2016 would The Panel agree with York Council that Uber is not ‘Fit and Proper’ to hold a B&H Operator Licence?**

### **Question 1b for The Panel**

**As the B&H Operator Licence has been applied for under ‘Uber Britannia’ why doesn’t ‘Uber Britannia’ hold a ‘Data Controller’ licence unless it is not ‘Uber Britannia’ that processes the recording of bookings/contracts for the protection on Brighton & Hove Uber account holders?**

### **Question 1c for The Panel**

**As Uber Britannia is named on the Uber Brighton & Hove Operator Application/Renewal form which does not hold a Data Controller licence would The Panel consider it irresponsible to grant the licence?**

## 2: Wheelchair Accessibility - Insincere Undertakings/Lip Service - Uber Assist

### Under the Brighton & Hove Procedure for Licensing a Private Hire Operator in the Application Form it states:

**1.3** Brighton & 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 under the Act. In relation to the Hackney Carriage and Private Hire as the licensing authority we are wishing to ensure that the needs and the requirements of those with a disability are being acknowledged and met.

**1.4** To ensure disabled passengers in wheelchairs receive an equal service any Operator operating 100 or more vehicles must ensure that at least 20% of their vehicles are wheelchair accessible.

It is not accepted that Uber does not have to comply with 1.4 on the basis that it has swamped the city with hundred of TfL and other Local Authority private hire vehicles and hackney carriages from all over the UK to predominantly work in the city. Despite these resources and being valued in the billions...Uber has not shown any willingness to the council to provide any wheelchair accessible service to the public in Brighton & Hove. This is the complete opposite to the way that the local companies have operated by supplying WAV's upon demand after having worked with the council for many years to provide equal access to the public in the city. It is known that at least one local company actually subsidises the cost for drivers to provide WAV's to ensure that the service is there on demand. However...this company does not have the billions that Uber has.



### Broken Undertakings – Lip Service: Uber Initial Application October 19 2015

Uber has failed to undertake **any** provision of wheelchair accessible vehicles as stated at the 'Panel Meeting' of the initial Uber Operator Application in 2015 despite ironically flooding the city with ph vehicles and hackney carriages from all over the UK.

At the initial Operators Licence Application at the Licensing Panel on October 19 2015 chaired by Councillor Mo Marsh...with Councillor Lizzie Deane and Council Dee Simpson the following was stated by Uber:

**Uber** :Just a slightly general observation as that one of the key things that the UK has is different licensing requirements in different licensing regimes and so Uber obviously accords with the licensing regime depending on the different city. So I think part of what we would try to get at to at the discussion of the 'grace period' earlier if I can delve back into that..

**MM**: Yes...Let's assume I asked you a question about that because I would done.. grace period and deferral

**Uber**: I think it relates to some of the on requirement on drivers as well. The difference is that Uber obviously doesn't operate in Brighton at the moment and compared with Streamline cars for instance we dont have a number of drivers who can provide you with a percentage of cars that are wheelchair accessible because we dont have any cars or drivers because we dont operate yet in Brighton. What I think Matthew was trying to get at was that there is a difference between what Uber is now that is in Brighton which is just an office and an application and what we will be when we launch. And so the provision of the licence and conditions and adherence to the Blue Book we will absolutely do 100%..it's just that we dont do that yet.....

**MM:**.... You would be prepared to adhere to every bit in our Blue Book is that what I just heard.

**Uber:** We are not asking for any special dispensations we are asking for licence granted the conditions that would normally apply.

**MM:** Which are in here..ok thank you..whether that's answered the grace period or not ..**Uber:** The point on the grace period is that we are not asking for a grace period..all I am sort of saying is that there is a difference what we will be like by the time we launch. **By the time we launch we will have cars and the question like "How many wheelchair accessible vehicles you have on your platform that will be a legitimate question when we have drivers but we dont have any drivers.**

See Video of meeting discussing WAV's to validate transcript <https://tinyurl.com/uber-wav>

### **The Minutes of the Uber Initial Application October 19 2015**

7.36 Councillors Deane and Simson referred to the arrangements to be made when calling up an Uber vehicle. It was confirmed that vehicles could not be ordered in advance. In terms of the requirements to conform with Disability Discrimination Act it was explained that although as a new operator Uber would not have wheelchair accessible vehicles, (WAVs), they would, once they began operation and reached the level at which that was required.

2. Disability issues. The Panel had concerns in relation to the provision of wheel chair accessible vehicles (WAV) but were also re-assured by the fact that the applicants detailed the arrangements in place for passengers who were blind or deaf and their willingness to meet all of the conditions required of other operators as set out in the "Blue Book". The lack of clarity around WAV was important in terms of 'the level playing ground' principle, which was deemed important by all parties and this had had some impact on its decision. It was important to contextualise this. Brighton and Hove was proud of the strides it had made to support its public sector equalities duties. This could not have been achieved without the strong commitment of the established large operators. **The Panel noted that the small operators did not (or more correctly could not) provide the same high level of WAV's that the other operators did. It would be inconsistent to expect Uber to match the established operators at the outset, but as they grew the Panel would expect that this would become a greater responsibility.** Whilst, it could be argued that this had nothing to do with the fit and proper test, clearly, it was is a factor both in working practice and the Blue Book. Given the parties all accepted the Blue Book as

**At the time of the meeting Uber undertook to only use Brighton & Hove Licensed vehicles giving the impression their Brighton & Hove fleet would grow over time which would be considered as a 'Statement of Influence' or what it more commonly known as 'Uber Speak'.**

**In reality Uber has not greatly grown its Brighton & Hove fleet but instead brought in TfL and other out-of-town ph vehicles so on this basis why would Uber be remotely interested in enlarging its Brighton & Hove fleet to be encumbered with the responsibility of providing WAV's in the city for disabled passengers? It could be regarded as advantageous to have a lower size fleet of Brighton & Hove licensed private hire cars to avoid the responsibility of providing WAV's.**

### Uber Assist?

It is very clear that **UberASSIST** has nothing at all to do with wheelchair accessibility and effectively covers what Brighton & Hove taxi/private hire driver are currently doing as standard which is offering assistance to those who require it for whatever needs and abilities that is normally expected of every taxi and private hire driver licensed by the council as standard practice.

**UberASSIST** is nothing more than a pseudo system brought in by Uber to try and hoodwink local authorities into believing this as Uber addressing full wheelchair needs. No council should be fooled by this.

Even in its rudimental function **UberAssit** is rarely available in Brighton & Hove as shown by the Uber App after many days and many hours of viewing the App for **UberAssist** availability.

### GMB Conclusion

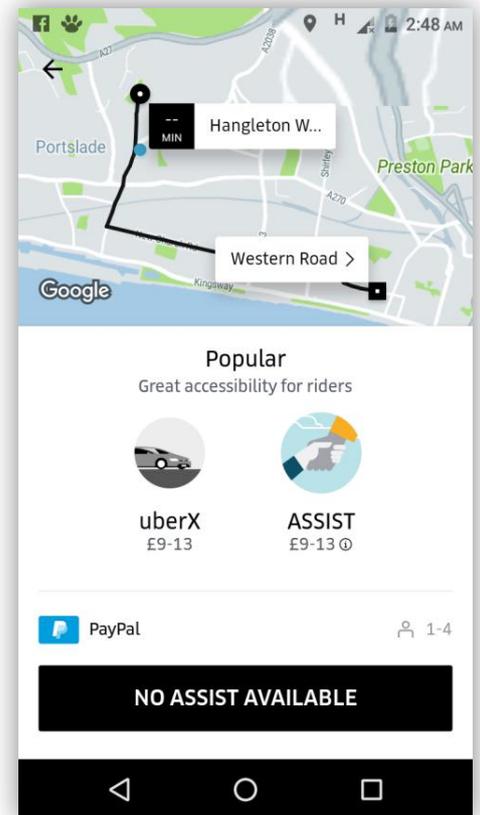
Despite being licensed since 2015 Uber does not cater for wheelchair users in the city in any shape or form despite having access to thousands of private hire cars that it encourages to predominantly work in the city from all over the country and has shown no commitment or willingness to the council to provide WAV's. We consider that as Uber has been so unwilling to commit to provide a proper WAV facility in the city that it should rename this 'service' as '**UberResist.**'

Uber cannot even be included in the WAV element of the 2018 Unmet Demand Survey where test calls are made to Operators to assess WAV provision because Uber has no capability to provide the technical means of simple communication for a proper WAV service.

On this basis we consider Uber not 'Fit and Proper' to be granted an Operator Licence.

### Question 2 for The Panel – Provision of WAV's

Despite bringing in hundreds of ph cars and hackney carriages from all over the UK and being valued in the billions would you agree that by now after being licensed since 2015 it would be expected of Uber to have introduced a proper WAV service like the local companies supply?



### 3: Uber Regions – The action plan to reinvent the wheel/UK Licensing Authority Areas and Legislation

It is quite astonishing the Uber has now taken its next stage of its UK takeover by creating fantasy 'Uber Regions' to reinvent the UK Licensing Authority areas by dividing the UK into nine 'Regional' areas. This can only be seen as an attempt by Uber to create extraordinary larger licensing areas to try to change national Legislation via 'Uber Stealth' See shaded UK for 'South East Region'

Uber justifies this on their website as follows:

*"Uber now operates in more than 40 towns and cities across the UK, with tens of thousands of drivers and millions of riders using our app every week.*

*While cross-border driving is something the law allows for and is common in private hire journeys across England and Wales, we've heard from local licensing authorities that the way our app works can make it hard for them to oversee what some drivers are doing in their jurisdiction.*

**Comment: We are very pleased that Uber has admitted that its business model has caused a great deal of concern and unnecessary work for local councils and has let down the public by encouraging ph drivers to work outside their Local Authority licensing area well away from any respective Enforcement. Examples of which have been abundant in the city where out-of-town ph do whatever they want with no control whatsoever and where no reciprocal Enforcement has been achieved apart from with Adur. Even Lewes DC refused such concordat arrangements.**

*"That's why next month we are making a significant change which will mean drivers will only be able to use our app within the **region** where they are licensed as a private hire driver."*

**Comment: This is 'Uber Speak' by appearing to limit ph drivers to the area or as Uber calls "Region" that can be worked. However the new 'Uber Regions' will still cause exactly the same issues and concerns as before so nothing has changed. Uber probably sat around a big table with a dozen lawyers to drum up a way of creating 'smoke and mirrors' to try and fool local councillors.**

*"For example, a driver licensed by Leeds City Council would still be able to do trips with Uber in Wakefield, Bradford or anywhere else in the Yorkshire **region**\*, but not in Manchester, Birmingham or anywhere outside the Yorkshire region. A driver will still be free to choose where they want to drive, but to do so they will need to be licensed by an authority within the **region**\* where they want to drive."*

**Comment; "A driver will still be to choose where they want to drive..." Exactly.. so nothing has changed.**

*"While we will of course keep everything under review we believe this change strikes the right balance for the drivers, riders and cities we serve".*



**Comment: Uber will do whatever it wants to serve its own purpose.**

*“It will help local licensing authorities tackle the challenge they currently face in regulating drivers in their area when they are licensed in another part of the country; passengers will still be able to take affordable long distance trips (such as to and from airports, hospitals or back home after a night out in the city centre); and drivers will be able to carry out those longer trips without being forced to drive back without a fare paying passenger.”*

**Comment: The last statement is extremely arrogant and ignores the strong feelings of the Local Government Association of the dangers of cross-border hiring which is fully supported by the and has attempted to reinvent Legislation.**

**How would the council feel if Uber attempted to change the Legislation and local bylaws on the provisions and conditions of alcohol licenses/ licensed premises?**

**TfL has recently provided a document on the issues of cross border hiring which contains police warnings of the dangers it imposes. See Item 8**

**No one should be in any doubt that Uber has not created these ‘UK Uber Regions’ to satisfy local councils. Uber has done this in an attempt to create new Legislation of larger licensing areas to suit it needs and wants. This is a smoke and mirrors attempt to appease local councillors which we sincerely hope that local councillors from all over the UK will be not be fooled by.**

**Uber holds an Operator Licence in Reigate & Banstead. However R&B licensed ph drivers have actually been told they will no longer receive work in their own licensing authority after June as it will become a Region of London to be served by TfL ph. We hope that Reigate and Banstead council will view this new Uber system with disdain. We understand that this is also being applied to other areas as well.**

#### **Uber TfL Private Hire Vehicles Geo-Fencing**

Uber has now geo-fenced TfL private hire cars from working in the city which **may appear** to be a step forward to alleviate the massive problem of such cars predominantly working in the city. This was announced to take place as of March 14 2018. The day before this Uber drivers held a protest by Brighton Station.

However this is far from the case as the trade has witnessed many TfL ph appearing to be ‘working’ in the city since March 14 and right up unto the date of this document March 22 2018. Reports of which have been supplied to the council. Uber has since denied that this is the case. We have provided evidence of a known Uber ph driver/vehicle which is registered as a TfL ph vehicle which Uber claimed is licensed by Lewes DC. Like Brighton & Hove Lewes DC does not allow dual plating so something appears to be amiss. As of the date of this document we are awaiting an update on this matter.

#### **Brighton & Hove – The new ‘Uber South East Region’**

Uber has now placed Brighton & Hove at the heart of the ‘**South East Region**’ which from the information we have been given stretches from Southampton all away along the south coast although full details are very scant and we await full confirmation. So although we will no longer apparently see TfL cars working in the city we have already seen a massive influx of other out-of-town ph vehicles from all over the so called ‘**South East Region**’ working in the city. How does this equate to the Uber supposed ‘sympathetic’ statement of:

*“...we’ve heard from local licensing authorities that the way our app works can make it hard for them to oversee what some drivers are doing in their jurisdiction.”*

Far from making it easier for councils Uber are actually encouraging out-of-town ph to head to ‘Honey Pot’ areas to ‘Tout for Hire’. Is this the action of a ‘Fit and Proper’ Operator?

We are very interested to know what Brighton & Hove Councillors think of this?

### **Uber Drive in Brighton Via Lewes**

More importantly a quick look at the Uber website shows that Uber are giving instructions.. albeit by stealth... to go and get licensed in Lewes to work in Brighton detailing that it is cheaper and quicker to go this way:

### **Uber Website - Popular Jurisdictions - Brighton** <https://tinyurl.com/uber-brighton-lewes>

*“Set out below is a list of the local council authorities where many Uber partner-drivers have chosen to obtain their private hire driver licence in the UK.*

*The time and costs required to obtain a licence vary by council, as shown by the estimates set out below. Please note that the estimated times listed below, whilst generally accurate in our experience, are indicative only and are subject to change depending on current levels of demand.”*

#### ***Brighton & Hove***

Total estimated cost of obtaining a PHDL: £1112  
Total estimated time to obtain a PHDL: 40 weeks

Total estimated cost of obtaining a PHVL: £134  
Total estimated time to obtain a PHVL: 2 weeks

#### ***Lewes***

Total estimated cost of obtaining a PHDL: £422  
Total estimated time to obtain a PHDL: 8 weeks

Total estimated cost of obtaining a PHVL: £186  
Total estimated time to obtain a PHVL: 2 Weeks

Why would anyone bother to undertake the professional approach expected by Brighton & Hove Council to endure the investment in time and dedication in achieving the local ‘Knowledge Test’ to avoid reliance on a SatNav as all the existing Brighton & Hove drivers have when it is far easier and quicker to get a Lewes licence to predominantly work in Brighton & Hove?

### **Council Fees**

There is also the economic factor of less licence fees being paid to the council to run an efficient Taxi & Private Hire department for officer wages and Enforcement as people chose to licence in Lewes to predominantly work in Brighton & Hove.

Effectively the city will see a gradual decline in drivers licensed by Brighton and Hove Council and an increase of Lewes DC private hire vehicles predominantly working in the city...which will also mean a gradual decline in the standards expected. Will the council have to drop the level of conditions for licensing ph driver/vehicles forced by Uber stealth?

Why would anyone bother to have expensive council controlled CCTV or even bother to have to adhere to all the conditions of licensing in the ‘Blue Book’ which is there to protect the public when it is far easier and quicker to get a Lewes licence? In fact we have no doubt that some existing B&H licensed drivers will now obtain Lewes DC licences and drive Lewes DC licensed vehicles to predominantly work in the city.

**Lewes District Council has now announced the following on its website**

**“Due to an increase in demand it is currently taking us around two weeks to respond to taxi licence applications.”**

**GMB Conclusion**

Uber has now taken on the role of defining new and larger areas of licensing despite being fully aware of the major issues that it causes for local licensing authorities. Uber has shown its capability of geo-fencing areas for specific cars/drivers yet refuses to cooperate to restrict ph vehicles/hackney carriages to their own licensing area and instead has created fantasy ‘Uber Regions’.

Instead it openly encourages drivers to predominantly work and sit around waiting for jobs in areas they are not licensed in. **The GMB has labelled this as “Touting for Hire”.**

The council will recall that Uber actually encouraged B&H Uber ph to remove all identity and as a consequence a proper ‘Exemption Policy’ was proposed by the GMB which was fully supported by the trade which the council acted on. The council will also recall that Uber attempted to remove the ‘Knowledge Test’ for private hire drivers but thankfully this was rejected by the trade and local councillors..

However... the B&H trade still have serious issue of out-of-town cars which carry no markings working under Uber where drivers of such cars are removing identification details illegally which the trade endeavours to report to its respective Licensing Authority. In the month of March 2018 this specific issue has escalated. The public and the trade can no longer identify where a ph car is from or in the worst case scenario whether the cars and drivers are in fact licensed This means the trade is spending time identifying the licensing area and contacting the relevant authority to protect the public. Wolverhampton ph have been the worst offenders where Wolverhampton Licensing has acknowledged this issue. It is now the ‘Wild West’ in the city caused by Uber.

We consider this activity to be a high risk to the public in Brighton & Hove as identification of ph vehicles is essential to protect the public.

On this basis we consider Uber not to be ‘Fit and Proper’ to hold a Brighton & Hove Operators Licence.

**Question 3a for The Panel – Uber ‘Regions’**

**What does The Panel think of the new ‘Uber Regions’ created by Uber?**

**Question 3b for The Panel – Uber ‘Regions’**

**As Uber has clearly demonstrated the ability to ‘Geo-Fence’ then would The Panel expect Uber to do this to keep licensed private hire cars within their own licensing authority for the protection of the public?**

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#### 4: The Uber App – Uber Mode – ‘Peer to Peer’ System

Currently Uber holds no licence in London since TfL refused to grant one but continues to function as normal pending the Appeal. The function of the App is the same as used under the 1998 London Private Hire Act as it is under The Miscellaneous Provisions Act 1976 whereby all bookings must be accepted and recorded by an Operator in the ‘First Instance’ and then dispatched to the driver in the ‘Second Instance’. No legal entity can deny this is the case.

One of the reported reasons as to why TfL did not grant the licence is due to functionality of the Uber App. TfL contracted a company called ‘Deloitte’ which we understand has carried out a forensic technical examination of the App but unfortunately due to the Appeal process no details have been released by TfL on that report.

BHCC sought to gain information from TfL for the reasons of the refusal which of course TfL refused to reveal as there is a pending Appeal.

However one can only presume that TfL has an extremely good case against the legality of the App where the argument has always stated that the App is illegal as it connects the driver directly with the customer **before** being recorded as a booking with the Operator. Effectively this is a ‘Peer to Peer’ service with the driver accepting the booking in the ‘**First Instance**’ of the process.

Uber has no facility to accept any booking unless the driver accepts the booking/contract in the ‘First Instance’.

In the case of Uber... ‘**Back-Filling**’ of a booking in the ‘**Second Instance**’ of the process is undertaken through the process of recording the job against the appropriate Licensing Authority of the vehicle having already undertaken the job.... in the ‘**First Instance**’.

This is no different to a ph being hailed in the street and the driver then getting the office/operator to record the job which is illegal under both the London Private Hire Act 1998 and the Local Miscellaneous Act 1976 despite however much Uber or its legal representatives may deny it.

It is challenged to Uber that it has no knowledge whatsoever as to what car of whatever licensing authority a booking/contract is issued to until the driver accepts the booking/contract in the ‘**First Instance**’. Until it knows this factor it cannot accept the booking/contract... and when it does know that factor it does this in the ‘**Second Instance**’.

The trade has been told that the council considers that the App is legal but despite requests for proof of the evaluation and conclusion no evidence has been provided to the trade and as such we continue to state that the App is not legal to function in Brighton & Hove as it contravenes the ‘Brighton & Hove Blue Handbook for Hackney Carriage, Private Hire Driver, Vehicles and Operators.’ **Section 169 – Immediate Hire.** (see further down)

**Ex-Uber Director Jo Bertram stated at the Yaseen Aslam v Uber Employment Tribunal on July 7 2016**

*“45. ULL is responsible for accepting the booking made by a Passenger, as holder of the operator licence. However, at the point that a request is made by a Passenger, there is no obligation to provide a vehicle”*

**This is clearly because Uber has no facility to place a recorded booking into the Uber**

**system in the 'First Instance' unlike other Operators in the city who fully accept bookings into their respective systems in the first instance.. even via their own company Apps**

*"A booking is not accepted by ULL until a driver has confirmed they are available and willing to take it."*

**This is a clear admission that no recorded booking is made with Uber in the 'First Instance' until a driver accepts the job because it is a 'Peer to Peer' service connecting the customer directly to the driver.**

*"Confirmation and acceptance then takes place by ULL almost simultaneously"*

**This is a clear admission that Uber 'Back Fills' the booking in the second instance only after the job has been taken by the driver in the first instance.**

*"5.3 Once a request is made and ULL has confirmed the driver is available to take the booking, ULL accepts the booking on behalf of the Driver....."*

**Again...this is a clear and absolute admission that Uber 'Back Fills' the booking in the second instance only after the job has been taken by the driver in the first instance who has been put into direct contact with the customer instead of the operator giving the booking to the driver first**

**It is vitally important to note that the 'Blue Book' clearly states:**

#### **169. Immediate Hire**

Any private hire vehicle must not be used for immediate hire while that vehicle is on a road or other public place, except where such offer is first communicated by the operator to the driver by telephone or by apparatus for wireless telegraphy fitted to that **vehicle and the driver has no knowledge of such offer prior to such communication.**

On this basis the Uber App clearly breaches the conditions of the 'Blue Book' and as such Brighton and Hove council should not grant Uber an Operators Licence.

It is very important to note that Milton Keynes V Skyline Taxis case in June 2017 that uses the icabbee system which found in favour of Skyline Taxis was based on an entirely different principle compared to the working of the Uber App. <https://tinyurl.com/skylinetaxis>

#### **GMB Conclusion**

We consider the Uber App contravenes the Miscellaneous Provisions Act 1976 that by virtue of the Act an Operators Licence is required for the acceptance of bookings in the first instance and not for the purpose of back-filling bookings **after** a booking has been accepted by the driver who has taken the booking in the first instance. This is much the same as a ph driver being approached in the street for hire.. the driver accepting it.. and only then booking the job in with the operator The Uber App connects the driver directly with the customer giving prior knowledge of the booking before the Uber system is able to record the booking.

The Brighton & Hove Blue Book under **Section 169 – Immediate Hire** fully explains this.

### **Question 4a for The Panel – The Uber App**

Will The Panel make a statement to the trade that it categorically guarantees the Uber App is 100% legal for the purpose and use for a Brighton & Hove Private Hire Operator following the councils own forensic examination of the app based on the councils process of due diligence as the licensing authority ensuring that it legally complies with Legislation and does not contravene Section 169 of the 'Brighton & Hove Blue Handbook for Hackney Carriage, Private Hire Drivers, Vehicles and Operators 4<sup>th</sup> Edition' by acting as a 'Peer to Peer' system whereby the driver accepts the booking/contract in the 'First Instance'?

### **Question 4b for The Panel – The Uber App**

If The Panel states that the Uber App is 100% legal but the Deloitte report as commissioned by TfL reveals that it is not will Brighton & Hove City Council compensate the local taxi/private hire trade for losses incurred due to the council incorrectly licensing Uber as an Operator?

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## **5: Uber Terms of Conditions - Unfit 'Conditions of Use' to hold a B&H Operators Licence**

### **Uber Terms and Conditions – March 14 2018**

<https://www.uber.com/legal/terms/gb/>

#### **4. YOUR TRANSPORTATION CONTRACT WITH A TRANSPORTATION PROVIDER.**

Uber UK is not a Transportation Provider and does not provide transportation services. Transportation services are provided to you under a contract (the "**Transportation Contract**") between you and the Transportation Provider that is identified to you in the booking confirmation provided by Uber UK.

The Transportation Provider may be licensed in an area other than where the booking is requested or the transportation services are provided.

Uber UK is not a party to the Transportation Contract and acts as a disclosed agent for the Transportation Provider in communicating the Transportation Provider's agreement to enter into the Transportation Contract.

### **Question 5a for The Panel - Uber ToC**

If Uber is not a party to the 'Transportation Contract' then which party accepts the contract? Is this the 'Transportation Provider' which is the driver that is accepting the contract in the 'First Instance'?

### **Question 5b for The Panel - Uber ToC**

If it is the driver (Transport Provider) then please confirm that this is legal as it is the requirement of the Licensed Operator to accept the contract of hire in the 'First Instance' and not the driver?

## Part 2 – Terms of Use

These Terms of Use (“*Terms*”) apply to your visit to and your use of the Website and the Uber App as well as to all other information, recommendations and/or services provided to you on or through the Website and the Uber App, but for the avoidance of doubt these User Terms do not apply to the Booking Services defined and described in Part 1 above. However, defined terms used in this Part 2 shall have the meaning given in Part 1 unless otherwise specified.

### 1. Contractual Relationship

These Terms in Part 2 govern the access or use by you, an individual, from within any country in the world (excluding the United States and its territories and possessions and Mainland China) of applications (including the Uber App), websites, content, products, and services (the “*Services*”) made available by Uber B.V., a private limited liability company established in the Netherlands, having its offices at Mr. Treublaan 7, 1097 DP, Amsterdam, the Netherlands, registered at the Amsterdam Chamber of Commerce under number 56317441 (“*Uber*”). In relation to PHV Bookings, the Services enable you to access the Booking Services provided by Uber UK described in Part 1 above but, for the avoidance of doubt these Terms do not apply to the Booking Services defined and described in Part 1 above.

### **Question 5c for The Panel – Uber ToC**

**Is it Uber B.V that records all the booking or Uber Britannia the Licensed Operator?**

### **Question 5d for The Panel – Uber ToC**

**If it is Uber B.V then Uber B.V must surely hold the Operator Licence and not Uber Britannia?**

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Uber. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Uber may terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason. Uber will provide you with as much notice as it reasonably can of such termination, cessation or denial, being at least 24 hours notice. However, Uber reserves the right to terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, immediately at any time without notice if (i) you are in breach of these Terms, (ii) it is impractical to give such notice in the circumstances, or (iii) in Uber’s opinion, any delay in such termination would expose Uber or a third party to significant risk of harm or damage.

### 2. The Services

The Services constitute a technology platform that enables users of Uber’s mobile applications or websites provided as part of the Services (each, an “*Application*”) to pre-book and schedule transportation, logistics, delivery, and/or vendor services with independent third party providers of such services, including independent third party transportation providers (including Transportation Providers as defined in Part 1), independent third party logistics and/or delivery providers under agreement with Uber or certain of Uber’s affiliates, and/or independent vendors such as restaurants (“*Third Party Providers*”). Unless otherwise agreed by Uber in a separate written agreement with you, the Services are made available solely for your personal, non-commercial use. YOU ACKNOWLEDGE THAT UBER DOES NOT PROVIDE TRANSPORTATION, LOGISTICS, DELIVERY OR VENDOR SERVICES OR FUNCTION AS A TRANSPORTATION PROVIDER OR CARRIER AND THAT ALL SUCH TRANSPORTATION, LOGISTICS, DELIVERY AND VENDOR SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY UBER OR ANY OF ITS AFFILIATES.

### **Question 5e for The Panel – Uber ToC**

**If Uber does not provide ‘Transportation Services’ then why is Uber applying for an Operators Licence for the transportation of the public in Brighton & Hove?**

## 5. Disclaimers; Limitation of Liability; Indemnity.

### DISCLAIMER.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." UBER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, UBER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. UBER DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

### Question 5f for The Panel – Uber ToC

**Would The Panel agree that the disclaimers go directly against the required responsibility expected of a Brighton & Hove Licensed Operator where Uber distances itself from any accountability where it specifically states the following and thus renders itself as not being 'Fit and Proper' to hold a BHCC Operators Licence?**

***"UBER DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES"***

### GMB Conclusion:

The GMB considers that the Uber Terms of Conditions do not comply with that of the responsibilities of a Licensed Brighton & Hove Operator which renders Uber as not being 'Fit and Proper' to hold the Licence.

## **6: Uber accused of silencing women who claim sexual assault by drivers**

**The Guardian – March 16 2018** <https://tinyurl.com/uber-accused>

**"Court records reveal company says women must settle through arbitration, a move critics say stops the public from learning of rapes"**

*"Uber is trying to force women who say they were sexually assaulted by drivers to resolve their claims behind closed doors rather than in the courts, a move that critics say silences victims and shields the company from public scrutiny."*

*Court records in a California class-action lawsuit revealed that the ride-sharing firm has argued that female passengers who speak up about being raped in an Uber must individually settle their cases through arbitration, a private process that often results in confidentiality agreements.*

*Nine women from across the US have joined the case, seeking to represent all women who have been assaulted or experienced violence in Uber cars in hopes of pushing the corporation to reform and better protect passengers. Uber, however, has filed a motion arguing that the riders agreed to privately arbitrate all disputes when they signed up for the ride-share service and thus have no right to file a lawsuit.*

*Uber's lawyers are relying on a legal mechanism that has faced intense scrutiny in Silicon Valley over the last year as the #MeToo movement has shone a light on sexual misconduct in US workplaces and in Hollywood. Arbitration clauses have prevented victims of sexual harassment and discrimination from moving forward with lawsuits, allowing companies to avoid public trials, and critics say it makes it easier for serial offenders to keep their jobs and target new victims.*

*Susan Fowler, the former Uber engineer whose viral account of sexual harassment sparked a reckoning about abuse in the male-dominated tech industry, has pushed for an end to arbitration agreements. In December, Microsoft became the first high-profile tech company to announce it would eliminate forced arbitration, recognizing that the “silencing of people’s voices” can perpetuate sexual misconduct.*

*“Our clients deserve a trial,” said Jeanne M Christensen, one of the class-action attorneys who filed a motion on Thursday fighting Uber’s efforts to push the women into arbitration. “The goal is to force Uber to acknowledge that this is happening and to do something about it.”*

*Christensen argued that arbitration prevents the public from learning about the frequency and severity of rapes and assaults by Uber drivers and inevitably results in non-disclosure agreements that silence the women, making it less likely that other victims will speak up.*

*In the case of one plaintiff from Miami, an Uber driver carried the intoxicated passenger into her home when he dropped her off and raped her, according to the complaint. A Los Angeles driver allegedly assaulted another plaintiff who fell asleep in his car. A 26-year-old plaintiff from San Francisco said an Uber driver pushed his way into her apartment building and groped her.*

*The women are “horrified and shocked that this is what happened to them, and they are also horrified that people aren’t talking about it, and that Uber has been fairly successful at keeping it out of the news”, said Christensen.*

*An Uber representative said in an email: “The allegations brought forth in this case are important to us and we take them very seriously. Arbitration is the appropriate venue for this case because it allows the plaintiffs to publicly speak out as much as they want and have control over their individual privacy at the same time.”*

*The representative did not, however, respond to questions about whether Uber’s arbitration settlement agreements allow the women to speak out or if they include standard confidentiality clauses. Christensen also noted that the women already have control over their privacy – they are listed as “Jane Does” in the suit.*

*Veena Dubal, an associate law professor at the University of California, Hastings, who has advocated for Uber drivers’ rights, said she has interviewed drivers who have filed claims against the company and were subsequently unable to speak to her due to settlement agreements.*

*People involved in class-action suits against Uber “want the public and the state and Uber to recognize that their experiences are not random”, said Dubal. “They are the result of a structural problem ... They want Uber to make changes.”*

*Female drivers have also repeatedly accused Uber of failing them when they are assaulted, and advocates said the arbitration agreements can make it hard for them to seek justice.*

*“Uber has an interest in removing these cases from the public eye,” said Bryant Greening, an attorney with LegalRideshare, which represents Uber riders and drivers. “It’s despicable ... It’s a public safety issue and it’s an issue that’s relevant to our community.”*

### **Question 6a for The Panel – Uber Silencing Women – The Guardian**

**Does The Panel consider that this Uber Policy on treating women with total disrespect for the basic human rights acceptable?**

### **Question 6b for The Panel – Uber Silencing Women – The Guardian**

**Would The Panel agree that such a distasteful Uber Policy renders Uber not to be ‘Fit and Proper’ to hold a Brighton & Hove Operators Licence?**

**GMB Conclusion**

It is incomprehensible that Uber...being a global organisation... has such a policy for such despicable crimes against women.

No doubt Uber UK lawyers and Brighton & Hove City Council legal services will argue that this has happened in the USA and not relevant to the UK

We would also believe that Brighton & Hove City Legal Services will also defend Uber UK as a separate entity.

However Uber is a global brand and the original Brighton & Hove Uber Operators Licence in 2015 was applied for by the following in 2015 USA residents:

Karen Walker – San Francisco USA and Brent Callinicos – Atherton USA

The 2017 Uber renewal Application was applied for by:  
Rob Van De Waude – Director – Aalsmeer – The Netherlands

This clearly shows that Uber is one global entity.

On the basis of the Uber Policy as stated in The Guardian and other media outlets we consider Uber not to be 'Fit and Proper' to hold a Brighton and Hove Operators Licence.

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**7: Conditions Imposed for Uber B&H Operators Licence on November 2 2017**

In the letter from Jo Player –BHCC on November 2 2017 the following conditions were given and accepted by Fred Jones of Uber

**3. Proposed new Operator condition:**

*'When a booking is made under Uber Britannia Limited's Brighton and Hove operating licence, the booking confirmation and receipt provided to a passenger will identify that the driver is licensed by Brighton & Hove City Council.'*

**Question 7a for The Panel: BHCC Conditions Imposed****Has this condition been actioned by Uber to date?**

However ....it must be noted that this condition was weak and badly written as it did not address the situation where the customer has booked a car in the city where Uber uses ph vehicles from all over the UK thus not presenting the customer with clear and transparent information as to what authority the vehicle being sent is licensed to.

Under the proposal as written Uber were only obliged to inform the customer that the driver is licensed by Brighton & Hove City Council if.. and only if.. the customer is sent one. There is no obligation to inform anyone using Uber in the city that the vehicle being sent is NOT licensed by BHCC.

We believe that this condition as written was pointless and achieved nothing. Nonetheless it needs to be confirmed that this has now been implemented.

**4. Proposed new Operator condition:**

*Uber Britannia Ltd must ensure that 100% of Brighton & Hove licensed drivers have undergone disability equality training to help them serve disabled people or passengers with an access need.*

*Summary*

**Question 7b for The Panel – BHCC Conditions Imposed**

**Has this condition been actioned by Uber to date?**

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**Additional Information****8: TfL Document****London Taxi and Private Hire Cross Border Hiring – Proposals for Legislative Change**

Its has been a great relief that TfL has produced such a document..

We will not place the entire contents here but the document fully recognises the repercussions of the Deregulation Act 2015 which caused chaos for the trade and local authorities and makes some very good proposals to bring this chaos to an end primarily that any

“In November 2017, the Metropolitan Police Service submitted a paper to the Working Group and gave verbal evidence to the group in December. In their submission on cross border hiring they state that: **“This is the single largest risk to Policing nationally”**.”

“To address the issue of cross border hiring we recommend the following package of changes be progressed together:

1. Introduction of a start or finish requirement, meaning that all taxi and private hire journeys either start or end in the area in which the driver and vehicle (and operator in respect of private hire) are licensed.”

This has been fully supported by Brighton & Hove City Council

The document clearly throws the activity of Uber in encouraging cross-border hiring and lays pale the Uber statement:

*While cross-border driving is something the law allows for and is common in private hire journeys across England and Wales, we’ve heard from local licensing authorities that the way our app works can make it hard for them to oversee what some drivers are doing in their jurisdiction.*

*That’s why next month we are making a significant change which will mean drivers will only be able to use our app within the **region** \* where they are licensed as a private hire driver.*

Therefore the council should question Uber on its attitude to actively encouraging cross-border hiring where it has been the principle agitator of the chaos.

## **GMB Summary**

Brighton & Hove City Council has a duty to protect Brighton & Hove users of hackney carriage taxis and private hire vehicles under the control of Licensed Operators in the city.

On the information provided in this document the GMB Brighton & Hove Taxi Sections considers that Uber is not 'Fit and Proper' to hold a Brighton and Hove Operator Licence and the council should refuse to neither re-licence or grant a short term licence based on the following reasons:

- Its attitude on the 'Data Breach' for the protection of Brighton & Hove Uber account holders
- Its disregard to the public on WAV provision.
- It's attempt to reinvent licensing areas with its introduction of fantasy 'Uber Regions'.
- The Uber App which an illegal 'Peer to Peer' service for the purpose of use under a 'Brighton & Hove Operator Licence' in contravention the 'Blue Book' Condition 169 – Immediate Hire
- The 'Terms of Conditions' which are unacceptable for a responsible Brighton & Hove Operator Licence holder.
- It's disgraceful attitude towards silencing women who have had crimes committed against them as reported in the media.

Importantly the council should fully take into consider that the 'Uber York Appeal' for the refusal to grant a licence was withdrawn.

The GMB Brighton & Hove Section seeks a full response from The Panel for all Questions listed.

Andrew Peters  
Secretary GMB Brighton & Hove Taxi Section  
March 22 2018



March 22 2018

## Appendix

### Uber Brighton & Hove Operator Licence Renewal – Licensing Panel Questions

This document contains questions for 'The Panel' that the GMB Brighton & Hove Taxi Section requires a full response to.

#### Question 1a for The Panel

With Uber failing to inform UK account holders of the Breach of Data which would have affected Brighton & Hove Uber account holders in 2016 would The Panel agree with York Council that Uber is not 'Fit and Proper' to hold a B&H Operator Licence?

#### Question 1b for The Panel

As the B&H Operator Licence has been applied for under 'Uber Britannia' why doesn't 'Uber Britannia' hold a 'Data Controller' licence unless it is not 'Uber Britannia' that processes the recording of bookings/contracts?

#### Question 1c for The Panel

As Uber Britannia is named on the Uber Brighton & Hove Operator Application/Renewal form which does not hold a Data Controller licence would The Panel consider it irresponsible to grant the licence?

#### Question 2 for The Panel: Provision of WAV's

Despite bringing in hundreds of ph cars and hackney carriages from all over the UK and being valued in the billions would you agree that by now after being licensed since 2015 it would be expected of Uber to have introduced a proper WAV service like the local companies supply?

#### Question 3a for The Panel – Uber 'Regions'

What does The Panel think of the new 'Uber Regions' created by Uber?

#### Question 3a for The Panel – Uber 'Regions'

As Uber has clearly demonstrated the ability to 'Geo-Fence' then would The Panel expect Uber to do this to keep licensed private hire cars within their own licensing authority for the protection of the public?

#### Question 4a for The Panel – The Uber App

Will The Panel make a statement to the trade that it categorically guarantees the Uber App is 100% legal for the purpose and use for a Brighton & Hove Private Hire Operator following the councils own forensic examination of the app based on the councils process of due diligence as the licensing authority ensuring that it legally complies with Legislation and does not contravene Section 169 of the 'Brighton & Hove Blue Handbook for Hackney Carriage, Private Hire Drivers, Vehicles and Operators 4<sup>th</sup> Edition' by acting as a 'Peer to Peer' system whereby the driver accepts the booking/contract in the 'First' Instance.

**Question 4b for The Panel – The Uber App**

If The Panel states that the Uber App is 100% legal but the Deloitte report as commissioned by TfL reveals that it is not will Brighton & Hove City Council compensate the local taxi/private hire trade for losses incurred due to the council licensing Uber as an Operator?

**Question 5a for The Panel - Uber ToC**

If Uber is not a party to the 'Transportation Contract' then which party accepts the contract? Is this the 'Transportation Provider' which is the driver that is accepting the contract in the 'First Instance'?

**Question 5b for The Panel - Uber ToC**

If it is the driver (Transport Provider) then please confirm that this is legal as it is the requirement of the Licensed Operator to accept the contract of hire in the 'First Instance' and not the driver?

**Question 5c for The Panel – Uber ToC**

Is it Uber B.V that records all the booking or Uber Britannia the Licensed Operator?

**Question 5d for The Panel – Uber ToC**

If it is Uber B.V then Uber B.V must surely hold the Operator Licence and not Uber Britannia?

**Question 5e for The Panel – Uber ToC**

If Uber does not provide 'Transportation Services' then why is Uber applying for an Operators Licence for the transportation of the public in Brighton & Hove?

**Question 5f for The Panel – Uber ToC**

Would The Panel agree that the disclaimers go directly against the required responsibility expected of a Brighton & Hove Licensed Operator where Uber distances itself from any accountability where it specifically states the following and thus renders itself as not being 'Fit and Proper' to hold a BHCC Operators Licence?

*"UBER DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES"*

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**Question 7a for The Panel - BHCC Conditions Imposed**

Has this condition been actioned by Uber to date?

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Has this condition been actioned by Uber to date?

End