



**Notice of a public meeting of
Gambling, Licensing & Regulatory Committee**

To: Councillors Douglas (Chair), Funnell (Vice-Chair), Crisp, Gillies, Hayes, Hunter, Looker, Mason, Mercer, Orrell, Pavlovic, Reid, Richardson, Taylor and Wells

Date: Tuesday, 12 December 2017

Time: 5.00 pm

Venue: The George Hudson Board Room - 1st Floor West Offices (F045)

AGENDA

1. Declarations of Interest

At this point in the meeting, Members are asked to declare:

- any personal interests not included on the Register of Interests
- any prejudicial interests or
- any disclosable pecuniary interests

which they may have in respect of business on this agenda.

2. Exclusion of Press and Public

To consider excluding the public and press from the meeting during consideration of Annex 1 of agenda item 5 on the grounds that it contains information relating to any individual, information which is likely to reveal the identity of an individual and information relating to the financial or business affairs of an individual(s). This information is classed as exempt under Paragraphs 1, 2 and 3 of Schedule 12A to Section 100A of the Local Government Act 1972, as amended by the Local Government (Access to information) (Variation) Order 2006.

3. Public Participation

At this point in the meeting members of the public who have registered their wish to speak regarding an item on the agenda or an issue within the Committee's remit can do so. The deadline for registering is **5:00pm on Monday 11 December 2017**.

Filming or Recording Meetings

Please note that, subject to available resources, this meeting will be filmed and webcast, or recorded, including any registered public speakers who have given their permission. This broadcast can be viewed at <http://www.york.gov.uk/webcasts>.

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The Council's protocol on Webcasting, Filming & Recording of Meetings ensures that these practices are carried out in a manner both respectful to the conduct of the meeting and all those present. It can be viewed at http://www.york.gov.uk/download/downloads/id/11406/protocol_f_or_webcasting_filming_and_recording_of_council_meetings_20160809.pdf

4. Minutes (Pages 1 - 6)

To approve and sign the minutes of the meeting held on 13 November 2017.

5. Application for the renewal of Private Hire Operator Licence by Uber Britannia Limited (Pages 7 - 54)

This report seeks Members determination of an application for the renewal of a Private Hire Operators Licence which has been made under Section 55, Part 2 of the Local Government (Miscellaneous Provisions) Act 1976, in respect of Uber Britannia Limited (Uber) to operate from Tower Court, Oakdale Road, Clifton Moor, York, YO30 4WL.

6. Any other business which the Chair considers urgent under the Local Government Act 1972

Democracy Officer:

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For more information about any of the following please contact the Democracy Officer responsible for servicing this meeting:

- Registering to speak
- Business of the meeting
- Any special arrangements
- Copies of reports and
- For receiving reports in other formats

Contact details are set out above.

This information can be provided in your own language.

我們也用您們的語言提供這個信息 (Cantonese)

এই তথ্য আপনার নিজের ভাষায় দেয়া যেতে পারে। (Bengali)

Ta informacja może być dostarczona w twoim własnym języku. (Polish)

Bu bilgiyi kendi dilinizde almanız mümkündür. (Turkish)

یہ معلومات آپ کی اپنی زبان (بولی) میں بھی مہیا کی جاسکتی ہیں۔ (Urdu)

 **(01904) 551550**

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City of York Council

Committee Minutes

| | |
|-----------|---|
| Meeting | Gambling, Licensing & Regulatory Committee |
| Date | 13 November 2017 |
| Present | Councillors Douglas (Chair), Funnell (Vice-Chair), Crisp, Gillies, Hayes, Hunter, Looker, Mason, Mercer, Orrell, Pavlovic, Reid, Richardson and Wells |
| Apologies | Councillor Taylor |

1. Declarations of Interest

Members were asked to declare any personal interests not included on the Register of Interests, any prejudicial interests or any disclosable pecuniary interests which they may have in respect of business on the agenda.

The Chair declared a personal interest in agenda item 5 – Taxi Licensing – Equalities, as a trainer for Guide Dogs. Councillor Mason declared a personal interest in agenda item 5 – Taxi Licensing – Equalities as he was the Interim Chief Executive for York Blind Society. Cllr Gillies declared a personal interest in agenda items 4 - Taxi Licensing – Review of Driver Training and 5 – Taxi Licensing – Equalities as his daughter and son in law were licensed drivers, including Uber.

2. Minutes

Resolved: That the minutes of the meeting held on 4 September 2017 be approved as a correct record and signed by the Chair.

3. Public Participation

It was reported that there had been three registrations to speak at the meeting under the Council's Public Participation Scheme.

Mike Palmer spoke in relation to item 4 - Taxi Licensing – Review of Driver Training to raise concerns about taxi licensing in relation to Uber. Antony Green spoke in relation to item 4 - Taxi Licensing – Review of Driver Training to express concern regarding the knowledge test as part of the new training

package. Antony Green also spoke in relation to item 4 - Taxi Licensing – Review of Driver Training to request that further consultation regarding the driver training package be undertaken with taxi drivers.

4. Taxi Licensing - Review of Driver Training

Members considered a report which sought Members' views in relation to the training package that was now being provided by the Council to both new and existing drivers in accordance with the Council's Taxi Licensing Policy.

The Licensing Manager gave a brief overview of the report, highlighting that the training was designed to enable drivers to demonstrate an awareness of sexual exploitation and safeguarding issues – this being a requirement of taxi drivers to meet the criteria of being 'fit and proper' to hold a licence in York. She also explained the format and content of the training package.

The Licensing Manager clarified the following points in relation to Members questions:

- Nine emails had been received from taxi drivers who shared concerns about the new training package for existing drivers. Concerns from the licensed trade included that they should not be expected to do the training, the cost of the training and it covered more issues than CSE and safeguarding.
- Concerns were also received from the licensed trade regarding the training for new driver applicants, that the test was easier.
- There was currently 611 private hire and 286 hackney carriage driver licences in York.
- The fee for the training day was £80. The cost for the half day training session was £40. The half day session is being delivered at different start times. These sessions were fully booked until the new year.
- The Council, as the Licensing Authority had a duty to make sure that taxi operators were 'fit and proper' to hold a York Licence. A private licence operator could be a person or a company.
- If taxi drivers working in York were licensed in a different authority, they would need to pass any relevant training required by the authority through which they are licensed.

If they breach their licence while operating in York we would report this to their home licensing authority.

- The 15 questions relating to routes included the requirement for the names of roads on the route to be stated.
- The free CSE training had stopped because of the behaviour of some of the participants.
- The previous qualifications of licensed drivers would be considered on a case by case basis at the time of license renewal.

Members then considered the following options:

Option 1 – The Members note the new training package and provide any comments they have to Officers.

Option 2 – That Members seek a further report to address any concerns they may have regarding the delivery of the present comprehensive training package.

Following consideration of the options, it was:

Resolved: That, in accordance with Option 1, Members note the new training package and provide any comments they have to Officers. Feedback on the new training package would be provided to the Committee in 6 months time.

Reason: To inform and seek Members' views about the Taxi Driver's Training Package.

5. Taxi Licensing - Equalities

Members considered a report which briefed them on recent changes relating to taxi licensing following the introduction of Sections 165 and 167 of the Equalities Act 2010 (the Act). The report sought approval to instruct Officers to produce Designated List of wheelchair accessible vehicles, and to introduce 'tactile medical exemption certificates' as requested by Guide Dogs.

The Licensing Manager highlighted that S166 of the Act was already in force. This allowed licensing authorities to issue exemption certificates to drivers if they were satisfied that it was

appropriate to do so –

- a) on medical grounds, or
- b) on the ground that the person's physical condition makes it impossible or unreasonably difficult for the person to comply with those duties.

It was confirmed that there had been two exemptions on medical grounds in York.

In response to Members' questions, the Licensing Manager confirmed that:

- The Council as the licensing authority would bear the cost of the 'tactile medical exemption certificates.'
- A medical certificate from a doctor would be required to qualify for a 'medical exemption certificate.'

Members then considered the following options:

Option 1 – That Members (i) note the introduction of S165 and 167 of the Equalities Act 2010 instruct Officers to produce Designated List of wheelchair accessible vehicles, and (ii) that members instruct officers to introduce 'tactile medical exemption certificates' as requested by Guide Dogs.

Option 2 – That Members (i) note the introduction of S165 and S167 of the Equalities Act 2010 instruct Officers to produce Designated List of wheelchair accessible vehicles, and (ii) take no further action with regards to 'tactile medical exemption certificates'.

Option 3 – That Members (i) note the introduction of S165 and S167 of the Equalities Act 2010 determine that a Designated List of wheelchair accessible vehicles is not required, and (ii) that members instruct officers to introduce 'tactile medical exemption certificates'.

Option 4 – That Members (i) note the introduction of S165 and S167 of the Equalities Act 2010 determine that a Designated List of wheelchair accessible vehicles is not required, and (ii) take no further action with regards to 'tactile medical exemption certificates'.

Following consideration of the options, it was:

Resolved: That, in accordance with Option 1, Members

- (i) note the introduction of S165 and S167 of the Equalities Act 2010 instruct Officers to produce Designated List of wheelchair accessible vehicles, and;
- (ii) instruct officers to introduce 'tactile medical exemption certificates' as requested by Guide Dogs. Members note the new training package and provide any comments they have to Officers. Feedback on the new training package would be provided to the Committee in 6 months time.

Reason: This updates Members on the legal requirements of the Equalities Act 2010, the Council will produce and publish a Designated List of licensed vehicles, and will introduce a new requirement with regards to the carrying of assistance dogs in licensed vehicles.

Councillor H Douglas, Chair

[The meeting started at 4.00 pm and finished at 4.55 pm].

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Gambling, Licensing and Regulatory Committee

12 December 2017

Report of the Assistant Director of Planning and Public Protection

Application for the renewal of Private Hire Operator Licence by Uber Britannia Limited

Summary

1. This report seeks Members determination of an application for the renewal of a Private Hire Operators Licence which has been made under Section 55, Part 2 of the Local Government (Miscellaneous Provisions) Act 1976, in respect of Uber Britannia Limited (Uber) to operate from Tower Court, Oakdale Road, Clifton Moor, York, YO30 4WL.
2. Uber is a registered company their head office is located at Aldgate Tower, First Floor, 2 Leman Street, London, E1 8FA. A full copy of the application can be found at **Annex 1**.

Recommendations

3. Members are asked to determine the application for the renewal of the licence in accordance with Part 2 of the Local Government (Miscellaneous Provisions) Act 1976 (1976 Act) as amended by the Deregulation Act 2015 (2015 Act).

Reason: To consider the application for renewal of a private hire operator licence as required by the legislation.

Background

Relevant Legislative Provisions

4. The relevant legislative provisions and legal context relating to private hire operator's licences are contained within **Annex 2** to this report.
5. In summary, private hire vehicles are required to be pre-booked through an operator, and such an operator must be licensed by the same Licensing Authority as the driver and the vehicle.

6. The Council has a statutory duty to grant the licence unless it considers that the applicant is not a fit and proper person to hold a licence (S.55 1976 Act as amended).
7. The licence should be granted for a five year period unless there are specific reasons in the particular circumstances of the case that justify granting the licence for a shorter period (S.55(2) 1976 Act as amended).
8. As this is an application for renewal (the current licence still being in force and due to expire on 24 December 2017), S.62 of the 1976 Act applies, and provides the *only* grounds on which an application for renewal can be refused:
 - (a) any offence under, or non-compliance with, the provisions of this Part of this Act;
 - (b) any conduct on the part of the operator which appears to the district council to render him unfit to hold an operator's licence;
 - (c) any material change since the licence was granted in any of the circumstances of the operator on the basis of which the licence was granted;
 - (ca) that the operator has since the grant of the licence been convicted of an immigration offence or required to pay an immigration penalty; or
 - (d) any other reasonable cause.
9. In the event that the application is refused there is a right to appeal to the Magistrates' Court if made within 21 days of the refusal. Pending the outcome of an appeal, the operator's licence would remain in force.
10. On the 25 April 2016 Gambling, Licensing and Regulatory Committee agreed standard conditions which would be placed on the operator's licence if granted. They can be found at **Annex 3**.
11. There is also a right to appeal to the Magistrates' Court against the imposition of conditions on a licence.
12. This report concerns an application for the renewal of an Operator's Licence. It has been brought before Members for a decision due to the level of public interest that has arisen regarding Uber vehicles operating in York, so that the application can be considered in a public meeting.

Uber Britannia Limited private hire operator licence history with City of York Council

13. Uber was issued a private hire operator's licence by the Council for the first time on the 24 December 2015, this licence expired on the 23 December 2016. The first licence was issued for a period of 12 months as at that time the Council had not implemented the provisions of S.10(3) of the 2015 Act (requirement to issue licences for five years, the Council implemented this provision from the 1 April 2016).
14. Uber submitted an application to renew this licence on the 12 December 2016. Due to the level of public interest that had arisen regarding Uber vehicles operating in York, a report was taken before Members of Urgency Committee on the 21 December 2016 to determine this application. Members determined to renew the application for a period of only 12 months, having regard to the fact that at that time Uber had only physically operated in York for four months, and the amount of public interest meant it reasonable to review the situation next year. The licence would therefore expire on the 23 December 2017. During the debate Members raised the following issues:
 - An underlying difficulty appeared to be the Deregulation Act 2015. Members were fully supportive of Officers' efforts to address the lack of coherence between areas and to bring about more regional enforcement.
 - They were concerned by the lateness of Uber's application, for whatever reason, as businesses should be more prepared.
 - There was an issue surrounding the number of complaints received that had not yet been investigated or brought to a successful conclusion. This needed to be closely monitored.
 - However it was felt that, if a licence was not granted, Uber could still operate in York using out of town drivers, which would mean even less control over who was operating in the City.
 - As Uber had been operating in York for such a short period, it would perhaps be reasonable to issue a licence for a lesser period in order to monitor complaints.
15. It is a requirement of S.55(1) of the 1976 Act that the 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. As part of the application process the applicant must declare relevant information within the application form relating to matters such as criminal convictions and

suspension/revocation of licences. They also have to provide criminal record checks if the applicants are not already licensed as a private hire / hackney carriage driver, and produce appropriate public liability insurance and employer liability insurance, if they have employees.

16. Uber was granted a licence on the 24 December 2015, and this licence was renewed on the 21 December 2016, having satisfied the Licensing Authority that the application met the statutory requirements.

Consultation

17. There is no requirement within the 1976 Act for a consultation to take place in relation to application for the grant of private hire vehicle, driver or operator licences. Therefore a consultation has not taken place in relation to this application.

Options

18. Option 1, grant renewal of the licence, with the standard licence conditions attached, for a period of 5 years in accordance with S.55 of the 1976 Act.
19. Option 2, grant renewal of the licence, with the standard licence conditions attached, and/or other conditions that are considered appropriate and for a lesser period as imposed by the Committee in accordance with S.55 of the 1976 Act.
20. Option 3, refuse the application if satisfied having regard to the facts set out in the application and this report that any of the grounds set out in S.62 are made out.

Analysis

21. Uber operates using an App, known as the 'Uber Platform'. A customer downloads the 'App' to their mobile phone and sets up an account with Uber. The 'App' can identify the closest vehicle that is registered to the Uber Platform, and pre book that vehicle via the relevant Licensed Operator through the App.
22. Since the renewal of their licence on the 21 December 2016 a number of complaints/enquiries have been received relating to Uber vehicles and drivers. the majority of these complaints do not, however, relate to the vehicles and drivers licensed by this Authority, they mainly relate to vehicles and drivers licensed by other Authorities who are working in York.

23. Since the renewal of Ubers operator licence on 21 December 2016 296 complaints have been received relating to hackney carriage and private hire vehicles/drivers, as of the 22 November 2017.

- 155 of these complaints relate to Uber vehicles/drivers:
 - 4 relate to an Uber vehicle/driver licensed by this Authority,
 - 129 relate to vehicles/drivers licensed by other Licensing Authorities
 - 22 general complaints relate to vehicles/drivers operating in the city and/or about the App mechanism used by Uber
- 141 of these complaints relate to non Uber vehicles/drivers:
 - 105 relate to vehicles/drivers licensed by this Authorities
 - 13 relate to vehicles/drivers licensed by other Licensing Authorities
 - 23 are just general taxi complaints/enquiries

A breakdown of these complaints can be found at **Annex 4**.

24. Complaints have been investigated by officers within the Public Protection Investigation and Compliance Team. Due to the high volume of complaints, out of hours enforcement work has taken place on Friday and Saturday evenings. This has also included joint enforcement work with Licensing Enforcement Officers from Leeds City Council, Bradford Metropolitan District Council, Calderdale Council, North Yorkshire Police and Driver and Vehicle Standards Agency.
25. As the majority of these complaints relate to Uber vehicles/drivers licensed by other Authorities, this Authority is limited to the action it can take depending upon the nature of the complaint. Where the details of those Authorities are known officers have notified the vehicles/drivers home Licensing Authority so that it may take appropriate action.
26. Uber have provided information on request in relation to complaints relating to licensed vehicles/drivers working for them, for example where we have received complaints relating to their vehicles plying for hire Uber have provided booking records for that vehicle. If required they have also suspended vehicles/drivers from their platform (this prevents the driver from receiving bookings) until they/we have investigated the complaint.

27. A number of the complaints / enquiries we received regarding Uber simply relate to the way they operate. Their bookings are taken via an App and they only provide a service to customers who want a vehicle as soon as possible (ASAP). Some believe that as they are only taking ASAP bookings they are not operating as a private hire service, their operation is more in line with hackney carriage vehicles who can ply for hire and rank and do not have to be pre booked, offering an ASAP service. There are no requirements within the 1976 Act relating to how far in advance a private hire vehicle must be pre booked. It is only a requirement that a booking for private hire vehicle must made through their licensed operator.
28. Following the request from Members of this Committee, the Licensing Manager sent a freedom of information request to North Yorkshire Police on the 2 October 2017, the request asked for the following information:
 1. the total number of complaints/allegations received by the police relating to private hire/hackney carriage drivers licensed by City of York Council within the past year
 2. the number of these that resulted in legal action being taken
 3. the total number of complaints/allegation received by the police relating to Uber Britannia Ltd drivers licensed by City of York Council within the past year
 4. the numbers of these that resulted in legal action being taken
 5. the total number of complaints/allegation received by the police relating to private hire/hackney carriage drivers licensed by other licensing authorities within the past year
 6. the number of these that resulted in legal action being taken
 7. the total number of complaints/allegation received by the police relating to Uber Britannia Limited vehicles/drivers licensed by other licensing authorities within the past year
 8. the number of these that resulted in legal action being taken

A response was received to this request dated the 8 November 2017, advising that NPY were not obliged to provide a response to the request pursuant to S.12(1) of the Freedom of Information Act 2000, as the retrieval of information would exceed the appropriate limit.

“Due to the nature of our recording systems the information requested, if held, is not in an easily retrievable format. In order to provide the figures in relation to complaints/allegations about private hire/hackney carriage drivers and Uber drivers, it would be necessary to manually read through every crime/incident report to see if it mentioned that the suspect/offender was a private hire/Uber driver at the time of the offence.”

29. To aid Members details of Licensing Authorities that have issued Uber Britannia Ltd a private hire operator licence can be found at Annex 1. The ‘Terms and Conditions’ operated by Uber can be found at **Annex 5**, they have been taken from Ubers website.
30. Members will be aware that on the 22 September 2017 Transport for London refused to renew Uber London Limited private hire operator licence, on the grounds that they are not a ‘fit and proper’ person to hold a licence. Uber London Limited is a separate company and is not the applicant in the case of this renewal application.
31. Members will also be aware from the Applicant’s submission that on the 8 March 2016 a Licensing Sub-Committee at Reading Borough Council refused to grant Uber Britannia Ltd a private hire operator’s licence. However, that decision was specific to the facts of that case.

Conclusion

32. Members are referred to the limited grounds upon which an Operator’s Licence may be refused within the legislation. In considering the information available about the operation of Uber Britannia Limited in York over the past year, there is no evidence before your Officers that indicates the applicant is not fit and proper to hold an Operator’s licence in York. Any decision must be substantiated, be within the confines of the legislation (see S.62 of the 1976 Act, and Wednesbury reasonable).

Right of Appeal

33. The Applicant has a right of appeal under S.55(4) of the 1976 Act to the Magistrates’ Court if the application is refused – or against the imposition of conditions attached to the licence.
34. There is no third party right of appeal to the Magistrates’ Court. If approved, the recourse for a person aggrieved by the decision would be by way of judicial review.

Recommendation

35. Members are asked to determine the application.

Council Plan

36. The provision of hackney carriage and private hire licensing supports the council plan of a prosperous city for all, where local businesses can thrive.

Implications

37. The direct implication arising from this report are:

- **Financial** – There are no direct financial implications.
- **Human Resources (HR)** – There are no HR implications.
- **Equalities** – There are no equalities implications.
- **Legal** - The applicant has the right to appeal the refusal to grant an operator's licence to the magistrates' court.
- **Crime and Disorder** – There are no crime and disorder implications.
- **Information Technology (IT)** – There are no IT implications.
- **Property** – There are no property implications.
- **Other** – There are no other implications.

Risk Management

38. There are no known risks associated with this report.

Contact Details

Author:

Lesley Cooke
Licensing Manager
Ext: 1515

Chief Officer Responsible for the report:

Mike Slater
Assistant Director Planning & Public
Protection

**Report
Approved**



Date 28/11/17

Specialist Implications Officer(s)

Alison Hartley
Senior Solicitor
Ext: 3487

Wards Affected:

All



For further information please contact the author of the report

Background Papers:

Annexes

Annex 1 – Application for a Private Hire Operator’s Licence, with associated documents – Restricted

Annex 2 – Extract from relevant legislation

Annex 3 – Standard Conditions

Annex 4 – Breakdown of complaints

Annex 5 – Terms and Conditions

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By virtue of paragraph(s) 1, 2, 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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Section 46 of the 1976 Act states :

- (1) Except as authorised by this Part of this Act –
- (d) no person shall in a controlled district operate any vehicle as a private hire vehicle without having a current licence under Section 55 of this Act;
 - (e) no person licensed under the said Section 55 shall in a controlled district operate any vehicle as a private hire vehicle –
 - (i) if for the vehicle a current licence under the said Section 48 is not in force; or
 - (ii) if the driver does not have a current licence under the said Section 51.
- (2) If any person knowingly contravenes the provisions of this section, he shall be guilty of an offence.

(Section 48 relates to the licensing of private hire vehicles)

(Section 51 the licensing of private hire drivers.)

Section 55 of the 1976 Act (as amended) states:

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

- (a) that the applicant is a fit and proper person to hold an operator's licence; and
- (b) if the applicant is an individual, that the applicant is not disqualified by reason of the applicant's immigration status from operating a private hire vehicle.

(1A) In determining for the purposes of subsection (1) whether an applicant is disqualified by reason of the applicant's immigration status from operating a private hire vehicle, a district council must have regard to any guidance issued by the Secretary of State.

(2) Subject to section 55ZA, every licence granted under this section shall remain in force for five years or for such lesser period, specified in the licence, as the district council think appropriate in the circumstances of the case.

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

(4) Any applicant aggrieved by the refusal of a district council to grant an operator's licence under this section, or by any conditions attached to the grant of such a licence, may appeal to a magistrates' court.

Section 62 states:

(1) Notwithstanding anything in this Part of this Act a district council may ... refuse to renew an operator's licence on any of the following grounds:—

(a) any offence under, or non-compliance with, the provisions of this Part of this Act;

(b) any conduct on the part of the operator which appears to the district council to render him unfit to hold an operator's licence;

(c) any material change since the licence was granted in any of the circumstances of the operator on the basis of which the licence was granted;

(ca) that the operator has since the grant of the licence been convicted of an immigration offence or required to pay an immigration penalty; or

(d) any other reasonable cause.

77.— Appeals.

(1) Sections 300 to 302 of the Act of 1936, which relate to appeals, shall have effect as if this Part of this Act were part of that Act.

(2) If any requirement, refusal or other decision of a district council against which a right of appeal is conferred by this Act—

(a) involves the execution of any work or the taking of any action; or

(b) makes it unlawful for any person to carry on a business which he was lawfully carrying on up to the time of the requirement, refusal or decision;

then, until the time for appealing has expired, or, when an appeal is lodged, until the appeal is disposed of or withdrawn or fails for want of prosecution—

(i) no proceedings shall be taken in respect of any failure to execute the work, or take the action; and

(ii) that person may carry on that business.

(3) Subsection (2) of this section does not apply in relation to a decision under subsection (1) of section 61 of this Act which has immediate effect in accordance with subsection (2B) of that section.

(4) On an appeal under this Part of this Act or an appeal under section 302 of the Act of 1936 as applied by this section, the court is not entitled to entertain any question as to whether—

(a) a person should be, or should have been, granted leave to enter or remain in the United Kingdom; or

(b) a person has, after the date of the decision being appealed against, been granted leave to enter or remain in the United Kingdom.

Section 55A states

55A Sub-contracting by operators

(1) A person licensed under section 55 who has in a controlled district accepted a booking for a private hire vehicle may arrange for another person to provide a vehicle to carry out the booking if—

(a) the other person is licensed under section 55 in respect of the same controlled district and the sub-contracted booking is accepted in that district;

(b) the other person is licensed under section 55 in respect of another controlled district and the sub-contracted booking is accepted in that district;

(c) the other person is a London PHV operator and the sub-contracted booking is accepted at an operating centre in London; or

(d) the other person accepts the sub-contracted booking in Scotland.

(2) It is immaterial for the purposes of subsection (1) whether or not sub-contracting is permitted by the contract between the person licensed under section 55 who accepted the booking and the person who made the booking.

(3) Where a person licensed under section 55 in respect of a controlled district is also licensed under that section in respect of another controlled district, subsection (1) (so far as relating to paragraph (b) of that subsection) and section 55B(1) and (2) apply as if each licence were held by a separate person.

(4) Where a person licensed under section 55 in respect of a controlled district is also a London PHV operator, subsection (1) (so far as relating to paragraph (c) of that subsection) and section 55B(1) and (2) apply as if the person holding the licence under section 55 and the London PHV operator were separate persons.

(5) Where a person licensed under section 55 in respect of a controlled district also makes provision in the course of a business for the invitation or acceptance of bookings for a private hire car or taxi in Scotland, subsection (1) (so far as relating to paragraph (d) of that subsection) and section 55B(1) and (2) apply as if the person holding the licence under section 55 and the person making the provision in Scotland were separate persons.

In this subsection, “private hire car” and “taxi” have the same meaning as in sections 10 to 22 of the Civic Government (Scotland) Act 1982.

(6) In this section, “London PHV operator” and “operating centre” have the same meaning as in the Private Hire Vehicles (London) Act 1998.

55B Sub-contracting by operators: criminal liability

(1) In this section—

- “the first operator” means a person licensed under section 55 who has in a controlled district accepted a booking for a private hire vehicle and then made arrangements for another person to provide a vehicle to carry out the booking in accordance with section 55A(1);
- “the second operator” means the person with whom the first operator made the arrangements (and, accordingly, the person who accepted the sub-contracted booking).

(2) The first operator is not to be treated for the purposes of section 46(1)(e) as operating a private hire vehicle by virtue of having invited or accepted the booking.

(3) The first operator is guilty of an offence if—

(a) the second operator is a person mentioned in section 55A(1)(a) or (b),

(b) the second operator contravenes section 46(1)(e) in respect of the sub-contracted booking, and

(c) the first operator knew that the second operator would contravene section 46(1)(e) in respect of the booking.”

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Private Hire Operators' Licence Conditions

1. All applicants are required to complete an application form and are reminded that it is an offence to knowingly or recklessly make any false statement or omit relevant information.
2. The Booking Office premises of a Private Hire Operator shall be approved by the Council and shall conform to all Planning Regulations and other legal requirements in respect of business premises. In the event that it is found that the Booking Office is operating without all necessary planning consents or in breach of planning conditions, the Private Hire Operator's licence will be deemed suspended until planning consent is obtained.
3. The current Private Hire Operators licence must be displayed at the business premises to which the licence relates in a prominent position at all times in view of the general public with the exception of such times as the licence is presented to the Council for amendment.
4. The licensed Operators shall have in force a Public Liability Insurance policy providing a minimum of £2,000,000 indemnity in respect of any one incident where there is public access to a booking office. This policy will be produced to the Council annually.
5. The licensed Operators, who have employees, shall have in force an Employers Liability Insurance policy complying with the Employers Liability (Compulsory Insurance) Act 1969 covering death or personal injury arising out of any incident during the course of a person's employment. This policy will be produced to the Council annually.
6. During the currency of the licence, the Operator shall notify the Council in writing within 7 days of any temporary change of residence which is for a period in excess of 21 days.
7. The licensed Operator shall inform the Council within 14 days of any change of the partners or Directors of the company, or any change on the Secretaryship or Chairmanship thereof.
8. Each Operator, when disposing of any business interest, shall within 14 days give notice in writing to the Council that the business registered in his/her name has terminated.

9. The licensed Operator must notify the Council and nominate a responsible person to take responsibility on an interim basis if they are absent from the business for 15 days or more.
10. The licensed Operator will ensure that the Council has his/her most up to date contact details, including a mobile telephone number and email address. There should also be a generic email address for the company.
11. The licensed Operator shall keep a record for a period of not less than 36 months, of all the hackney carriage/private hire vehicle licence number, plate number, registration number and make and model of all hackney carriages/private hire vehicles operating from his/her office. Such records shall be sent to the Council annually and be available at all reasonable times for inspection by the Council.
12. The licensed Operator shall keep a record for a period of not less than 36 months, of all the hackney carriage/private hire driver's licence number, badge number, personal identity code name or number and name and address of each driver operating from his/her office. Such records shall be sent to the Council annually and be available at all reasonable times for inspection by the Council.
13. The licensed Operator shall make sure that hackney carriage/private hire vehicles and driver's operating from his/her office have had their licence renewed by the Council.
14. The licensed Operator shall display in a prominent position visible to customers visiting his premises at his place of business a list of fares and booking fees chargeable by the Operator. The Council shall be supplied with an up to date list of fares within 14 days of any changes made.
15. The licensed Operator will ensure that the licence issued by the Department of Trade and Industry for all radio equipment used is current and valid. All equipment must only be used on the frequencies stipulated in the D.T.I. licence and the licensed Operator must allow the Council access to inspect all equipment and D.T.I. licenses.
16. The licensed Operator shall keep and maintain at all times for a period of not less than six months, a record of hiring showing the particulars of every booking of a hackney carriage/private hire vehicle, including any booking accepted at the request of another Operator.

The record must be kept in the form of a log sheet or computer database detailing in particular:-

- a) The date and time of each booking
- b) The name and address of the hirer (if known)
- c) The dates, time and place of the commencement of each hiring
- d) The destination
- *e) The vehicle licence number and the name of the driver
- f) For booking transferred to another operator, details of that operator and information detailed in point 'e' above

(* This information may be given by reference to an incorporated code)

All records shall be maintained and kept up to date at all times, and shall be available for inspection at all reasonable times, without notice, by an Authorised Officer, the Police or DVSA. For the purpose of further investigation, records may be removed from the premises if so required or copied.

- 17. The licensed Operator shall keep a register of complaints by the public for a period of not less than 12 months.
- 18. Upon receiving a complaint or allegation regarding any person licensed by the Council in relation to the following matters:
 - a) sexual misconduct, sexual harassment or inappropriate sexual attention
 - b) racist behaviour
 - c) violence
 - d) dishonesty
 - e) breaches of equalitythe licensed Operator shall report it immediately to the Council when the taxi licensing office is open.
- 19. The licensed Operator is not permitted to accept bookings forwarded by their private hire drivers.
- 20. Artwork for vehicle side plates must be approved by the Council prior to use.

21. A sign on the rear passenger doors including the name and telephone number and/or website address of the firm and the words "PRIVATE HIRE VEHICLE – PRE BOOKED ONLY" in suitable lettering at least 50mm (2") high. The approval of the Council should be sought before the display of the sign. The sign must not include the words "FOR HIRE", "TAXI" OR "HACKNEY CARRIAGE".
22. Private hire operators must provide the Council with a current table of fares, including mileage fare chart.
23. If used, private hire operators must make sure all meters and PDA systems are calibrated to the correct fare scale.
24. The licensed Operator shall provide a prompt, efficient and reliable service to members of the public at all times, ensuring that when a private hire vehicle has been hired to be in attendance at an appropriate time and place, that vehicles shall, unless delayed, attend punctually at that time and place.
25. The licensed Operator remain accountable for service delivery even upon the transfer of a booking to another licensed Operator.
26. The maximum number of vehicles that may operate from the licensed Private Hire Booking Office are detailed on this licence, this number will not be exceeded without prior written notification to the Council.

Complaints/Enquiries Since 21 December 2016**Relating to Uber Drivers / Vehicles**

A majority of the complaints related to matters such as alleged plying for hire, to many out of town vehicles operating in York, dangerous driving, smoking in vehicles and fares charged.

General complaints / enquiries - 22

Complaints where details of licensing authority provided - 133

| <u>Licensing Authority</u> | <u>Number of Complaints Rec'd</u> |
|----------------------------|-----------------------------------|
| Bradford | 44 |
| Calderdale | 6 |
| Kirklees | 10 |
| Leeds | 30 |
| Newcastle | 5 |
| North Lincolnshire | 1 |
| Rosendale | 6 |
| Sefton | 1 |
| Transport for London | 18 |
| Wakefield | 4 |
| Wigan | 4 |
| York | 4 |

Outcomes

- advice on the legal position was given to a number of complainants due to their general nature
- a number of complaints have been referred to the driver/vehicles home licensing authority to investigate further
- due to limited information provided for some complainants no further action could be taken
- fixed penalty notices were issued in relation to smoking offences

- Uber was contacted for further information if required
- as some complaints related to alleged road traffic offences, complainant advised to contact the police

Relating to City of York Drivers / Vehicles

A majority of the complaints related to matters such as dangerous driving, plying for hire, smoking in vehicles, vehicle faults, not displaying correct signage and/or licence plates, threatening behaviour and use of inappropriate language.

| | |
|--------------------------------|------|
| General complaints / enquiries | - 7 |
| Hackney carriage | - 43 |
| Private Hire (excluding Uber) | - 55 |

Outcomes

- advice on the legal position was given to a number of complainants due to their general nature
- due to limited information provided for some complainants no further action could be taken
- fixed penalty notices were issued in relation to smoking offences
- as some complaints related to alleged road traffic offences, complainant advised to contact the police as well
- where appropriate verbal or written warnings were issued

Other complaints / enquiries

General complaints / enquiries - 23

| <u>Licensing Authority</u> | <u>Number of Complaints Rec'd</u> |
|----------------------------|-----------------------------------|
| Bradford | 2 |
| Leeds | 3 |
| Rosendale | 1 |
| Ryedale | 1 |
| Scarborough | 1 |

| | |
|-----------|---|
| Selby | 4 |
| Wakefield | 1 |

Legal Action

Rossendale* driver pleaded guilty to plying for hire in York.

York private hire driver pleaded guilty to plying for hire in York, no insurance and dangerous driving

Legal proceedings instigated against a Rossendale* driver for plying for hire in York, case withdrawn as further evidence received

Possible court proceedings against a Rossendale* driver for allegedly plying for hire – Head of Service approval needed to proceed

28/11/17 – Leeds driver attending for formal interview, in accordance with PACE, regarding allegedly plying for hire

05/12/17 – court proceeding against Bradford driver for plying for hire

*these three cases relate to different drivers

Three York private hire driver licences revoked on grounds of public safety

One York hackney carriage driver licence was suspended on the grounds of not been a fit and proper person at that time

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Details from Uber Website

Legal

Terms and Conditions

Last Updated: March 16, 2017

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 UK acting as the agent of the Transportation Provider.

"PHV" means private hire vehicle.

"Transportation Provider" means the provider to you of transportation services, including any drivers licensed to carry out private hire bookings in accordance with the PHV Regulations.

"Uber London" 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 Aldgate Tower, First Floor, 2 Leman Street, London E1 8FA.

"Uber Britannia" shall mean Uber Britannia Limited, a private limited liability company incorporated and registered in England and Wales with company number 8823469, whose registered office is at Aldgate Tower, First Floor, 2 Leman Street, London, E1 8FA.

"Uber NIR" shall mean Uber NIR Limited, a private limited liability company incorporated and registered in England and Wales with company number 9783280, whose registered office is at Aldgate Tower, First Floor, 2 Leman Street, London, E1 8FA.

"Uber Scot" shall mean Uber Scot Limited, a private limited liability company incorporated and registered in Scotland with company number 531141, whose registered office is at 93 George Street, Edinburgh, Scotland, EH2 3ES.

"Uber UK" shall mean each of Uber London, Uber Britannia, Uber NIR and Uber Scot.

"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 Private Hire Vehicles (London) Act 1998 (the "**1998 Act**"), the Civic Government (Scotland) Act 1982 (the "**1982 Act**"), the Taxis Act (Northern Ireland) 2008 (the "**2008 Act**"), and any regulations made pursuant to such Acts, and the Local Government (Miscellaneous Provisions) Act 1976 (the "**1976 Act**") and any related local government regulations pertaining to the operation of private hire vehicles (together the "**PHV Regulations**"), a private hire booking made by you must be accepted by a person that holds a relevant operator's licence.

In respect of the 1998 Act, Uber London is the holder of the relevant PHV operator's licence. In respect of the 1976 Act, Uber Britannia is the holder of the relevant PHV operator's licence in each of the district councils (other than the Metropolitan Police District and the City of London) in which it operates. In respect of the 1982 Act, Uber Britannia or Uber Scot is the holder of the relevant booking office licences. In respect of the 2008 Act, Uber NIR is the holder of the relevant operator's licence.

As set out in paragraph 3 below, Uber UK accepts at its registered address and/or operating centres private hire bookings made by you using the Uber App ("**PHV Bookings**").

3. ACCEPTANCE OF BOOKINGS AS AGENT OF THE TRANSPORTATION PROVIDER.

Uber UK accepts PHV Bookings acting as disclosed agent for the Transportation Provider (as principal). Such acceptance by Uber UK 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 UK does not itself provide transportation services, and is not a Transportation Provider. Uber UK 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 UK accepts your booking as agent for the Transportation Provider, but is not a party to that contract.

For the sake of clarity, your PHV Booking will be accepted and allocated to a Transportation Provider by Uber UK as holder of the relevant operator's licence. You should be aware that the Transportation Provider to which your PHV Booking is allocated and who provides the Transportation Services may be licensed in an area other than where the booking is requested or the Transportation Services are provided.

4. THE PROVISION OF BOOKING SERVICES BY UBER UK.

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

1. The acceptance of PHV Bookings (which include bookings requested in advance by you using the "scheduled ride" function in the Uber app) in accordance with paragraph 3 above, but without prejudice to Uber UK's rights at its sole and absolute discretion to decline any PHV Booking you seek to make;

2. Allocating each accepted PHV Booking to a Transportation Provider via such means as Uber UK may choose;
3. Keeping a record of each accepted PHV Booking;
4. Remotely monitoring (from Uber UK's registered office and/or operating centres) the performance of the PHV Booking by the Transportation Provider;
5. Receipt of and dealing with feedback, questions and complaints relating to PHV Bookings, which may be made by email: customers-uk@uber.com. You are encouraged to provide your feedback if any of the transportation services provided by the Transportation Provider do not conform to your expectations; and
6. Managing any lost property queries relating to PHV Bookings.

5. PAYMENT.

The Booking Services are provided by Uber UK to you free of charge. Uber UK reserves the right to introduce a fee for the provision of the Booking Services. If Uber UK decides to introduce such a fee, it will inform you accordingly and allow you to either continue or terminate your access to the Booking Services through the Uber App 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.

To the extent permitted by applicable law, Uber UK 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 UK's liability to you for personal injury or death caused directly by Uber UK'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 – 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 Vijzelstraat 68, 1017 HL, 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.

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.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Uber may amend the Terms related to the Services from time to time. Amendments will be effective upon Uber’s posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in Uber’s Privacy and Cookie Policy located at <https://www.uber.com/legal/privacy/users/en>. Uber may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an accident, involving you and a Third Party Provider (including a Transportation Provider) and such information or data is necessary to resolve the complaint, dispute or conflict.

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.

License.

Subject to your compliance with these Terms, Uber grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by Uber and Uber's licensors.

Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Uber; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Provision of the Services.

You acknowledge that portions of the Services may be made available under Uber's various brands or booking options associated with transportation, logistics, delivery or vendor services, including the transportation booking brands currently referred to as "*Uber*," "*uberX*," "*uberXL*," "*UberBLACK*," "*UberSUV*," "*UberBERLINE*," "*UberVAN*," "*UberEXEC*," "*UberTAXI*," "*UberPOOL*," and "*UberLUX*" and the logistics, delivery and vendor request brands currently referred to as "*UberRUSH*," "*UberFRESH*" and "*UberEATS*". You also acknowledge that the Services may be made available under such brands, booking or request options by or in connection with: (i) certain of Uber's subsidiaries

and affiliates; or (ii) independent Third Party Providers, including transportation network company drivers, transportation charter permit holders or holders of similar transportation permits, authorizations or licenses.

Third Party Services and Content.

The Services may be made available or accessed in connection with third party services and content (including advertising) that Uber does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Uber does not endorse such third party services and content and in no event shall Uber be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

Ownership.

The Services and all rights therein are and shall remain Uber's property or the property of Uber's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Uber's company names, logos, product and service names, trademarks or services marks or those of Uber's licensors.

3. Your Use of the Services

User Accounts.

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to Uber certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Uber's termination of this Agreement with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Uber in writing, you may only possess one Account.

User Requirements and Conduct.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation, logistics, delivery or vendor

services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (*e.g.*, no transport of unlawful or hazardous materials). You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

Text Messaging.

By creating an Account, you agree that the Services may send you text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from Uber at any time by following the directions found at <http://t.uber.com/SMS-unsubscribe>. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

Promotional Codes.

Uber may, in Uber's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that Uber establishes on a per promotional code basis ("*Promo Codes*"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by Uber; (iii) may be disabled by Uber at any time for any reason without liability to Uber; (iv) may only be used pursuant to the specific terms that Uber establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Uber reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Uber determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

User Provided Content.

Uber may, in Uber's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Uber through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("*User Content*"). Any User Content provided by you remains your property. However, by providing User Content to Uber, you grant Uber a worldwide, perpetual, irrevocable, transferable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Uber's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Uber the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor

Uber's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Uber in its sole discretion, whether or not such material may be protected by law. Uber may, but shall not be obligated to, review, monitor, or remove User Content, at Uber's sole discretion and at any time and for any reason, without notice to you.

Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Uber does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4. Payment

You understand that use of the Services may result in charges to you for the services or goods you receive from a Third Party Provider ("*Charges*"). After you have received services or goods obtained through your use of the Services, Uber will facilitate your payment of the applicable Charges on behalf of the Third Party Provider as disclosed payment collection agent for the Third Party Provider (as Principal). Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Uber. You retain the right to request lower Charges from a Third Party Provider for services or goods received by you from such Third Party Provider at the time you receive such services or goods. Uber will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service or good.

All Charges are due immediately and payment will be facilitated as soon as practicable by Uber using the preferred payment method designated in your Account, after which Uber will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Uber may, as the Third Party Provider's disclosed payment collection agent, use a secondary payment method in your Account, if available.

As between you and Uber, Uber reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in Uber's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand. Uber will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Uber may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the

same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee. The current cancellation policy applicable in the UK can be found at this [link](#).

This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. Except with respect to taxicab transportation services requested through the Application in some jurisdictions, Uber does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by Uber (on Uber's website, in the Application, or in Uber's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that Uber provides any additional amounts, beyond those described above, to the Third Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

Repair or Cleaning Fees.

You shall be responsible for the cost of repair for damage to, or necessary cleaning of, Third Party Provider vehicles and property resulting from use of the Services under your Account in excess of normal "wear and tear" damages and necessary cleaning ("*Repair or Cleaning*"). In the event that a Third Party Provider reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by Uber in Uber's reasonable discretion, Uber reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Third Party Provider using your payment method designated in your Account. Such amounts will be transferred by Uber to the applicable Third Party Provider and are non-refundable.

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.

LIMITATION OF LIABILITY.

UBER SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF UBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UBER SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF UBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UBER SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND UBER'S REASONABLE CONTROL. IN NO EVENT SHALL UBER'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED EUROS (€500).

UBER'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION, GOODS, LOGISTICS, DELIVERY OR VENDOR SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT UBER HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOOD, LOGISTICS, DELIVERY OR VENDOR SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 5 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

Indemnity.

You agree to indemnify and hold Uber and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Uber's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

6. Governing Law; Arbitration.

Except as otherwise set forth in this Agreement, the Terms contained in this Part 2 of this Agreement shall be exclusively governed by and construed in accordance with the laws of The Netherlands, excluding its rules on conflicts of laws. The Vienna Convention on the International Sale of Goods of 1980 (CISG) shall not apply. Any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Services or these Terms, including those relating to its validity, its construction or its enforceability (any "Dispute") shall be first mandatorily submitted to

mediation proceedings under the International Chamber of Commerce Mediation Rules (“*ICC Mediation Rules*”). If such Dispute has not been settled within sixty (60) days after a request for mediation has been submitted under such ICC Mediation Rules, such Dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (“*ICC Arbitration Rules*”). The ICC Rules' Emergency Arbitrator provisions are excluded. The Dispute shall be resolved by one (1) arbitrator to be appointed in accordance with the ICC Rules. The place of both mediation and arbitration shall be Amsterdam, The Netherlands, without prejudice to any rights you may have under Article 18 of the Brussels I bis Regulation (OJ EU 2012 L351/1) and/or Article 6:236n of the Dutch Civil Code. The language of the mediation and/or arbitration shall be English, unless you do not speak English, in which case the mediation and/or arbitration shall be conducted in both English and your native language. The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the parties, correspondence from and to the International Chamber of Commerce, correspondence from the mediator, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

7. Other Provisions

Claims of Copyright Infringement.

Claims of copyright infringement should be sent to Uber’s designated agent. Please visit Uber’s web page at <https://www.uber.com/legal> for the designated address and additional information.

Notice.

Uber may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to Uber by written communication to Uber's address at Vijzelstraat 68, 1017 HL, Amsterdam, The Netherlands.

General.

You may not assign or transfer these Terms in whole or in part without Uber’s prior written approval. You give your approval to Uber for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of Uber’s equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, Uber or any Third Party Provider as a result of the contract between you and Uber or use of the Services.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision

or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words “including” and “include” mean “including, but not limited to.”