

Licensing Sub-Committee

Tuesday 13 March 2018 at 10.00 am

To be held at the Town Hall, Pinstone Street, Sheffield, S1 2HH

The Press and Public are Welcome to Attend

Membership

**Councillors David Barker (Chair), George Lindars-Hammond and Andy Nash
Andy Bainbridge (Reserve)**

PUBLIC ACCESS TO THE MEETING

The Licensing Committee carries out a statutory licensing role, including licensing for taxis and public entertainment.

As a lot of the work of this Committee deals with individual cases, some meetings may not be open to members of the public.

Recording is allowed at Licensing Committee meetings under the direction of the Chair of the meeting. Please see the website or contact Democratic Services for details of the Council's protocol on audio/visual recording and photography at council meetings.

A copy of the agenda and reports is available on the Council's website at www.sheffield.gov.uk. You can also see the reports to be discussed at the meeting if you call at the First Point Reception, Town Hall, Pinstone Street entrance. The Reception is open between 9.00 am and 5.00 pm, Monday to Thursday and between 9.00 am and 4.45 pm. on Friday.

You may not be allowed to see some reports because they contain confidential information. These items are usually marked * on the agenda.

If you require any further information please contact Harry Clarke on 0114 273 6183 or email harry.clarke@sheffield.gov.uk.

FACILITIES

There are public toilets available, with wheelchair access, on the ground floor of the Town Hall. Induction loop facilities are available in meeting rooms.

Access for people with mobility difficulties can be obtained through the ramp on the side to the main Town Hall entrance.

**LICENSING SUB-COMMITTEE AGENDA
13 MARCH 2018**

Order of Business

- 1. Welcome and Housekeeping Arrangements**
- 2. Apologies for Absence**
- 3. Exclusion of Public and Press**
To identify items where resolutions may be moved to exclude the press and public
- 4. Declarations of Interest**
Members to declare any interests they have in the business to be considered at the meeting
- 5. Hackney Carriage and Private Hire Licensing - Individual Case**
Report of the Chief Licensing Officer.

(NOTE: 1 - Appendices A, D, E, F, G, I, J and K to the above report are not available to the public and press because they contain exempt information described in paragraph 3 of Schedule 12A to the Local Government Act 1972 (as amended); and

2 - The hearing will be open to members of the press and public. However, certain parts of the hearing and certain documents will not be publicly available as they contain exempt information described in paragraph 3 of Schedule 12A to the Local Government Act 1972 (as amended), and are considered to be commercially sensitive. Members of the public may submit written representations, which will be circulated to Members of the Sub-Committee, the Applicant and Legal Advisor in advance of the hearing, and will be considered at the hearing on 13th March 2018. Members of the public will not be permitted to speak or ask public questions at the meeting. The deadline for submitting representations is Friday 9th March 2018).

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ADVICE TO MEMBERS ON DECLARING INTERESTS AT MEETINGS

If you are present at a meeting of the Council, of its executive or any committee of the executive, or of any committee, sub-committee, joint committee, or joint sub-committee of the authority, and you have a **Disclosable Pecuniary Interest (DPI)** relating to any business that will be considered at the meeting, you must not:

- participate in any discussion of the business at the meeting, or if you become aware of your Disclosable Pecuniary Interest during the meeting, participate further in any discussion of the business, or
- participate in any vote or further vote taken on the matter at the meeting.

These prohibitions apply to any form of participation, including speaking as a member of the public.

You **must**:

- leave the room (in accordance with the Members' Code of Conduct)
- make a verbal declaration of the existence and nature of any DPI at any meeting at which you are present at which an item of business which affects or relates to the subject matter of that interest is under consideration, at or before the consideration of the item of business or as soon as the interest becomes apparent.
- declare it to the meeting and notify the Council's Monitoring Officer within 28 days, if the DPI is not already registered.

If you have any of the following pecuniary interests, they are your **disclosable pecuniary interests** under the new national rules. You have a pecuniary interest if you, or your spouse or civil partner, have a pecuniary interest.

- Any employment, office, trade, profession or vocation carried on for profit or gain, which you, or your spouse or civil partner undertakes.
- Any payment or provision of any other financial benefit (other than from your council or authority) made or provided within the relevant period* in respect of any expenses incurred by you in carrying out duties as a member, or towards your election expenses. This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.

*The relevant period is the 12 months ending on the day when you tell the Monitoring Officer about your disclosable pecuniary interests.

- Any contract which is made between you, or your spouse or your civil partner (or a body in which you, or your spouse or your civil partner, has a beneficial interest) and your council or authority –
 - under which goods or services are to be provided or works are to be executed; and
 - which has not been fully discharged.

- Any beneficial interest in land which you, or your spouse or your civil partner, have and which is within the area of your council or authority.
- Any licence (alone or jointly with others) which you, or your spouse or your civil partner, holds to occupy land in the area of your council or authority for a month or longer.
- Any tenancy where (to your knowledge) –
 - the landlord is your council or authority; and
 - the tenant is a body in which you, or your spouse or your civil partner, has a beneficial interest.
- Any beneficial interest which you, or your spouse or your civil partner has in securities of a body where -
 - (a) that body (to your knowledge) has a place of business or land in the area of your council or authority; and
 - (b) either -
 - the total nominal value of the securities exceeds £25,000 or one hundredth of the total issued share capital of that body; or
 - if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which you, or your spouse or your civil partner, has a beneficial interest exceeds one hundredth of the total issued share capital of that class.

If you attend a meeting at which any item of business is to be considered and you are aware that you have a **personal interest** in the matter which does not amount to a DPI, you must make verbal declaration of the existence and nature of that interest at or before the consideration of the item of business or as soon as the interest becomes apparent. You should leave the room if your continued presence is incompatible with the 7 Principles of Public Life (selflessness; integrity; objectivity; accountability; openness; honesty; and leadership).

You have a personal interest where –

- a decision in relation to that business might reasonably be regarded as affecting the well-being or financial standing (including interests in land and easements over land) of you or a member of your family or a person or an organisation with whom you have a close association to a greater extent than it would affect the majority of the Council Tax payers, ratepayers or inhabitants of the ward or electoral area for which you have been elected or otherwise of the Authority's administrative area, or
- it relates to or is likely to affect any of the interests that are defined as DPIs but are in respect of a member of your family (other than a partner) or a person with whom you have a close association.

Guidance on declarations of interest, incorporating regulations published by the Government in relation to Disclosable Pecuniary Interests, has been circulated to you previously.

You should identify any potential interest you may have relating to business to be considered at the meeting. This will help you and anyone that you ask for advice to fully consider all the circumstances before deciding what action you should take.

In certain circumstances the Council may grant a **dispensation** to permit a Member to take part in the business of the Authority even if the member has a Disclosable Pecuniary Interest relating to that business.

To obtain a dispensation, you must write to the Monitoring Officer at least 48 hours before the meeting in question, explaining why a dispensation is sought and desirable, and specifying the period of time for which it is sought. The Monitoring Officer may consult with the Independent Person or the Council's Audit and Standards Committee in relation to a request for dispensation.

Further advice can be obtained from Gillian Duckworth, Director of Legal and Governance on 0114 2734018 or email gillian.duckworth@sheffield.gov.uk.

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**SHEFFIELD CITY COUNCIL
Licensing Sub Committee**

Report of: Chief Licensing Officer

Date: 13th March 2018

Subject: Individual Licensing Case

Author of Report: Steve Lonnia, Chief Licensing Officer

Summary:

Individual Licensing Case

Category of Report: OPEN/CLOSED

LICENSING SUB-COMMITTEE - CASE LIST

HEARING DAY AND DATE:

13th March 2018

TIME:	CASE:	NAME:	TYPE:
10.00	06/18	Uber Britannia Limited	New App

SHEFFIELD CITY COUNCIL

**LICENSING OF TAXIS AND PRIVATE HIRE VEHICLES,
OPERATORS AND DRIVERS**

**IMPORTANT: NOTIFICATION OF A
HEARING OF THE LICENSING SUB-COMMITTEE**

To:
Uber Britannia Limited
Aldgate Tower
First Floor
2 Leman Street
London
E1 8FA

Case Number: 06/18
13th March 2018

Sheffield.licensing@uber.com

Legislation: Local Government (Miscellaneous Provisions) Act 1976

Licence Type: Private Hire Operators Licence

The Licensing Service received an application for a Private Hire Operators Licence, in the name of Uber Britannia Limited, on 18th October 2017.

Upon receiving the application, the Licensing Service made a request for further information under section 57(1) of the Local Government (Miscellaneous Provisions) Act 1976. A response to this request was received on 6th December 2017.

Due to answers received and further information, some of which is freely available in the public domain, your application has been referred to the licensing sub-committee for determination. The reasons for referral are set out in the attached report.

The licensing sub-committee has the authority to decide on the issue and you may, if you wish, make representations to it either verbally or in writing, or by both methods. You may also bring someone with you to the meeting to help with your representations.

The meeting will take place in the **Town Hall**, Sheffield (Pinstone Street entrance) as follows:

TIME: 10:00

DAY: Tuesday

DATE: 13th March 2018

You should note that the above time is approximate; the sub-committee will be hearing other cases on the same day and you may need to wait before your case is heard. You should attend at the time shown. Please confirm receipt of this notification and indicate whether you will be attending the hearing.



Steve Lonnia
Chief Licensing Officer and Head of Licensing

Address: Licensing Service, Sheffield City Council, Block C, Staniforth Road Depot, Staniforth Road, Sheffield, S9 3HD

Reception: 10am to 4pm - Monday to Friday.

Telephone: 0114 273 4264

Email: licensing@sheffield.gov.uk

Hackney Carriage and Private Hire Drivers Licensing

Licensing Sub-Committee Hearings - Guidance Notes

Sheffield City Council has a duty under the legislation (Local Government (Miscellaneous Provisions) Act 1976) to grant a private hire operators licence only if it satisfied that the applicant is a fit and proper person to hold such a licence. It is up to the applicant to show to the Council that they are a fit and proper person to hold a licence and not for the Council to show that you are not.

In most instances, licensing officers are able to grant licences but in some cases, the application must be referred to the Licensing Committee for a decision.

The "Notification of Sub-Committee Hearing" (overleaf) gives you details of when and where the hearing will take place.

Attached is a copy of the report that is circulated to Members of the Licensing Sub-Committee (elected Members of Sheffield City Council), detailing the issues of concern and other information.

You should arrive in good time and wait outside the meeting room. When it is your turn you will be invited into the meeting room and will sit down at the table. Around the table will be Members of the Licensing Sub-Committee and officers of the Council. The Chair of the Licensing Sub-Committee will introduce those people and explain the procedure that will be followed. You will be asked questions and you will be given the opportunity to ask questions of the officer presenting the report and say anything in support of your application. After the Sub-Committee has heard all the relevant information and any comments that you wish to make, you and the officer that presented the report will be asked to leave the room while a decision is made. Only Members of the Licensing Sub-Committee are involved in making the decision. You will be invited back into the meeting room and will be informed of the decision.

Important points

1. You can bring along legal representation, trade association representation, a friend and/or some other person to help you with your case. You can submit written information such as references or such evidence if needed; it is helpful if you let the Licensing Service have a copy in advance.
2. You have the opportunity to present your case and to satisfy the Sub-Committee that you are a fit and proper person. If you do not attend or make other representations to the Sub-Committee then it will have to decide your case on the information that is available. The Sub-Committee will look at all the information available and consider the whole picture when considering your case. This includes considering all the facts presented.
3. Every case is considered on its own merits. No decision is made until the Sub-Committee has considered all the information available to it and until you have had reasonable opportunity to make representations to it.
4. What is a fit and proper person? The Sub-Committee takes a common-sense view based on the responsibilities of a licensed private hire operator, the public trust that a licensed private hire operator has and what any reasonable person would expect of a licensed private hire operator.

The Licensing Sub-Committee must refuse your application if it is not satisfied that you are a fit and proper person to hold a licence. It is up to you to show that you are a fit and proper person and not for the Council to show that you are not.

Local Government (Miscellaneous Provisions) Act 1976
Private Hire Licensing – Private Hire Operators Licence

1.0 Purpose of the Report

1.1 This report seeks Members determination of an application for the grant of a Private Hire Operators Licence, made under Section 55 of the Local Government (Miscellaneous Provisions) Act 1976.

1.2 The application is in respect of Uber Britannia Limited, to operate from:

Unit 10
Neepsend Business Triangle
1 Burton Road
Sheffield
S3 8BW

1.3 Uber is a registered company and their head office is located at:

Uber Britannia Limited
Aldgate Tower
First Floor
2 Leman Street
London
E1 8FA

1.4 A full copy of the application and accompanying documents supplied by Uber can be found at Appendix A.

2.0 Background Information

2.1 The relevant legislation (Local Government (Miscellaneous Provisions) Act 1976) relating to the licensing of private hire operators can be found at Appendix B.

2.2 On the 29th September 2016 the Licensing Committee approved the *Private Hire Operator and Vehicle Policy* which came into force on 1st November 2016. Contained within the policy is a set of standard conditions that are placed on all private hire operator licences if granted. A copy of the standard conditions can be found at Appendix C; a copy of the full policy can be made available at the hearing if required.

2.3 Uber currently holds a private hire operator's licence in the district of Sheffield. This licence is in the name of Ms Joanna Bertram, whom is the General Manager for Northern Europe but will shortly be leaving the company. The legislation is such that it does not allow for a change of name on such a licence; therefore, Uber have made a fresh application, in the name of Uber Britannia Limited.

3.0 Reasons for Referral

- 3.1 The Licensing Service received an application for a Private Hire Operators Licence, in the name of Uber Britannia Limited, on 18th October 2017.
- 3.2 Upon receiving the application, the Licensing Service made a request for further information under section 57(1) of the Local Government (Miscellaneous Provisions) Act 1976. A response to this request was received on 6th December 2017, along with further information on 12th February 2018; a copy can be found at Appendix D and K respectively.
- 3.3 Due to information contained in the original application and answers to subsequent questions, refusal and revocation of licences in other authorities, negative media reports, and the level of public interest surrounding the number of Uber vehicles licensed by other authorities operating in the district of Sheffield, the application is brought before Members for determination.
- 3.4 The Licensing Authority notes, with great concern, the reports about Uber's operation elsewhere in the country. This includes the ongoing appeal proceedings against the Transport for London decision in September 2017, and in York, and Swansea.
- 3.5 It is important to note that challenges that have been raised about Uber elsewhere do not relate specifically to Sheffield, and all remain unresolved at the time of writing the report.
- 3.6 The Licensing Authority has taken the view that it is not appropriate for Sheffield to prejudge the outcome of any of these ongoing challenges to Uber by concluding definitively against the company in the context of the application to this Council. The Licensing Authority is not the decision-maker considering the evidence in relation to any of those challenges, and the outcome on each one of them will be known in a relatively short space of time.
- 3.7 A number of the challenges to Uber's operation do not relate directly to the safety of the travelling public, such as criticisms about data protection, and "Greyball" software potentially blocking scrutiny by enforcement officers. The alleged failures to report offences by Uber drivers are of deep concern, but these are the subject of litigation, and did not occur in Sheffield, where no such similar reports have been made.
- 3.8 Uber supplied the Licensing Service with information in relation to Greyball software and the use of it in the UK. A copy of the correspondence relating to this can be found at Appendix E.
- 3.9 A response from Uber detailing the data breach was received on 13th December 2017. A copy of the letter can be found at Appendix F.
- 3.10 It must be noted that Uber London Limited's operating model, of which some of the concerns are founded, works under a statutory regime that only applies in London, the Private Hire Vehicle's (London) Act 1998; not the '76 Act that applies to Sheffield.
- 3.11 There is a requirement, as part of the application process for a Private Hire Operator's Licence in Sheffield, that applicants register with the Information Commissioner's Office.

- 3.12 However, as part of the application (found at Appendix A), Uber informed that, “Uber Britannia Limited is not a data controller for the purposes of the Data Protection Act 1998 and therefore is not registered with the Information Commissioner’s Office. The data controller for the purposes of data protection is Uber B.V., a company incorporated in the Netherlands, and we can confirm that it is registered with the ‘*Autoriteit Persoonsgegevens*’, which is the Dutch equivalent of the ICO.”
- 3.13 On the 10th January 2018, Uber Britannia Limited provided additional correspondence in relation to their application. The document refers to Uber’s current operations in Sheffield and information about how they plan to work with the Council in the future:
- Uber in Sheffield
 - Our Public Safety Record
 - Providing Transparency on Global Issues
 - Working with the City of Sheffield
 - Forthcoming App Changes
 - Changes to Cross Border Hiring
 - Increasing Provision of accessible transport
 - Improving Air Quality

A full copy of the document can be found at Appendix G.

- 3.14 On the 12th February 2018 Uber Britannia Limited supplied the Licensing Authority with a Memorandum of Understanding, an indication of their intended mutual cooperation and efforts to achieve a common goal of promoting public safety in Sheffield. A copy of this Memorandum can be found at Appendix J.
- 3.15 On the 15th February 2018, Uber Britannia Limited Supplied the Licensing Authority with further information, specifically citing four main objectives:
- A regional restriction on ‘long distance’ cross-border driving
 - Support for drivers to get re-licensed locally, nearer to where they drive most
 - Enhanced visibility for passengers on the licensing authority
 - An improved process for managing complaints against Out of Town vehicles

A copy of the full correspondence can be found at Appendix K.

- 3.16 The legislation does not mandate the need for a consultation in relation to the application for the grant of a private hire operator licence; however, the Licensing Authority has received representations from licensees who undertake job bookings through the Uber App and these have been included in this report. A copy of these representations can be found at Appendix L.

4.0 Analysis of Booking System

- 4.1 Uber is unlike many other private hire operators, in that all bookings must be made through an app on a smart phone. The app is known as the 'Uber Platform'.
- 4.2 As part of the application, Uber have provided a copy of their operating model – *UBER OPERATING MODEL: HOW THE BOOKING PROCESS WORKS*. A copy of this document can found at Appendix I.
- 4.3 In the last paragraph on page 2, it states, "...Uber provides booking services to riders but is not a party to the underlying transportation contract between the driver and the rider." However, Section 56 (1) of the '76 Act, states that, "every contract for the hire of a private hire vehicle licensed under this Part of this Act shall be deemed to be made with the operator who accepted the booking for that vehicle whether or not he himself provided the vehicle."
- 4.4 On the 12th February 2018 Uber provided the Licensing Authority with clarification on this statement. A copy of the correspondence can be found at Appendix K.
- 4.5 Uber's Terms and Conditions can be found at Appendix H. These have been taken directly from Uber's website and are freely available to the public. At the time of writing this report, the most up-to-date document was dated 4th December 2017.

5.0 Inspections and Complaints

- 5.1 The Licensing Service has undertaken several inspections of Uber Sheffield since the inception of their initial licence in 2014, where Joanna Bertram was named as proprietor. During these inspections, the Licensing Service found compliance with all licence conditions and no concerns were raised.
- 5.2 Where the Licensing Service has made requests for information, Uber have been very quick to respond, either by email, phone or face-to-face.

6.0 Financial Implications

- 6.1 There are no specific financial implications arising from this application. However, additional costs may be incurred should the matter go to appeal. In such an eventuality it may not be possible to recover all these costs. The impact of these additional costs (if any) will be kept under review and may be subject of a further report during the year.

7.0 The Legal Position

- 7.1 The Local Government (Miscellaneous Provisions) Act 1976, Section 55 states:

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.*

7.2 A full copy of the relevant sections of the legislation can be found at Appendix B.

8.0 Consultation

There is no requirement under the Local Government (Miscellaneous Provisions) Act 1976 to undertake a consultation in relation to the application for the grant of a private hire operator licence, and as such, a consultation for this application has not been carried out.

9.0 Appeals

- 9.1 There is a right of appeal under section 55(4) of the '76 Act to the Magistrates' Court if the application is refused, or against the imposition of additional conditions attached to a licence.
- 9.2 There is no third party right of appeal to the Magistrates' Court. If granted, the recourse for a person aggrieved by the decision would be by way of a judicial review.

10.0 Policies to Consider

- 10.1 Sheffield City Council's *Private Hire Operator and Vehicle Policy*. A copy of the policy will be available at the hearing if required.

11.0 Basis for Decision

- 11.1 Are there reasonable grounds to refuse the application based on the facts, evidence and representations made.

12.0 Recommendations

- 12.1 Members are asked to determine the application for the grant of a private hire operator's licence in accordance with the Local Government (Miscellaneous Provisions) Act 1976, as amended by the Deregulation Act 2015 and *Sheffield City Council's Private Hire Operator and Vehicle Policy*.

13.0 Options

The Sub Committee may:

- 13.1 Option 1: Grant a licence as applied for – 5 years. (If granted, Members may be minded to accept a surrender of their current licence (if requested), mitigating the need to consider the review of their current licence).
- 13.2 Option 2: Grant a licence for a shorter than normal term. (If granted, Members may be minded to accept a surrender of their current licence (if requested), mitigating the need to consider the review of their current licence).
- 13.3 Option 3: Grant a licence, with additional conditions as deemed appropriate. (If granted, Members may be minded to accept a surrender of their current licence (if requested), mitigating the need to consider the review of their current licence).
- 13.4 Refuse to grant a licence if not satisfied, having regard to the facts set out in the application and this report.
- 13.5 Defer the application.

Appendices

Appendix A	Application and Accompanying Documents
Appendix B	Local Government (Miscellaneous Provisions) Act 1976 Sections 46, 55, 55A, 55B, 55ZA, 56 & 62
Appendix C	Private Hire Operator Licensing Conditions
Appendix D	Uber's Response to Request for Further Information
Appendix E	Greyball Technology
Appendix F	Data Breach
Appendix G	Additional Information
Appendix H	Uber's Terms and Conditions
Appendix I	Uber Operating Model
Appendix J	Memorandum of Understanding
Appendix K	Further Information
Appendix L	Licensee Representations

Date: 13th March 2018

Stephen Lonnia



Chief Licensing Officer
Head of Licensing

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

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Appendix B

Local Government (Miscellaneous Provisions) Act 1976 Sections 46, 55, 55A, 55B, 55ZA, 56 & 62

Section 46

Vehicle, drivers' and operators' licenses

- (1) Except as authorised by this Part of this Act:
 - (a) no person being the proprietor of any vehicle, not being a hackney carriage (or London Cab) in respect of which a vehicle licence is in force, shall use or permit the same to be used in a controlled district as a private hire vehicle without having for such a vehicle a current licence under section 48 of this Act;
 - (b) no person shall in a controlled district act as driver of any private hire vehicle without having a current licence under section 51 of this Act;
 - (c) no person being the proprietor of a private hire vehicle licensed under this Part of this Act shall employ as the driver thereof for the purpose of nay hiring any person who does not have a current licence under the said section 51;
 - (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 55 of the 1976 Act (as amended)

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 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.

Section 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.

Section 55ZA

Operators' Licences for Persons Subject to Immigration Control

- (1) Subsection (2) applies if—
 - (a) a licence under section 55 is to be granted to a person who has been granted leave to enter or remain in the United Kingdom for a limited period (“the leave period”);
 - (b) the person's leave has not been extended by virtue of section 3C of the Immigration Act 1971 (continuation of leave pending variation decision); and
 - (c) apart from subsection (2), the period for which the licence would have been in force would have ended after the end of the leave period.
- (2) The district council which grants the licence must specify a period in the licence as the period for which it remains in force; and that period must end at or before the end of the leave period.
- (3) Subsection (4) applies if—
 - (a) a licence under section 55 is to be granted to a person who has been granted leave to enter or remain in the United Kingdom for a limited period; and
 - (b) the person's leave has been extended by virtue of section 3C of the Immigration Act 1971 (continuation of leave pending variation decision).
- (4) The district council which grants the licence must specify a period in the licence as the period for which it remains in force; and that period must not exceed six months.
- (5) A licence under section 55 ceases to be in force if the person to whom it was granted becomes disqualified by reason of the person's immigration status from operating a private hire vehicle.
- (6) If a licence granted in accordance with subsection (2) or (4) expires, the person to whom it was granted must, within the period of 7 days beginning with the day after that on which it expired, return the licence to the district council which granted the licence.
- (7) If subsection (5) applies to a licence, the person to whom it was granted must, within the period of 7 days beginning with the day after the day on which the person first became disqualified, return it to the district council which granted the licence.

- (8) A person who, without reasonable excuse, contravenes subsection (6) or (7) is guilty of an offence and liable on summary conviction—
- (a) to a fine not exceeding level 3 on the standard scale; and
 - (b) in the case of a continuing offence, to a fine not exceeding ten pounds for each day during which an offence continues after conviction.
- (9) The Secretary of State may by regulations made by statutory instrument amend the amount for the time being specified in subsection (8)(b).
- (10) Regulations under subsection (9) may make transitional, transitory or saving provision.
- (11) A statutory instrument containing regulations under subsection (9) may not be made unless a draft of the instrument has been laid before, and approved by a resolution of, each House of Parliament.

Section 56

Operators of private hire vehicles

- (1) For the purposes of this Part of this Act every contract for the hire of a private hire vehicle licensed under this Part of this Act shall be deemed to be made with the operator who accepted the booking for that vehicle whether or not he himself provided the vehicle.
- (2) Every person to whom a licence in force under section 55 of this Act has been granted by a district council shall keep a record in such form as the council may, by condition attached to the grant of the licence, prescribe and shall enter therein, before the commencement of each journey, such particulars of every booking of a private hire vehicle invited or accepted by him, whether by accepting the same from the hirer or by undertaking it at the request of another operator, as the district council may by condition prescribe and shall produce such record on request to any authorised officer of the council or to any constable for inspection.
- (3) Every person to whom a licence in force under section 55 of this Act has been granted by a district council shall keep such records as the council may, by conditions attached to the grant of the licence, prescribe of the particulars of any private hire vehicle operated by him and shall produce the same on request to any authorised officer of the council or to any constable for inspection.
- (4) A person to whom a licence in force under section 55 of this Act has been granted by a district council shall produce the licence on request to any authorised officer of the council or any constable for inspection.
- (5) If any person without reasonable excuse contravenes the provisions of this section, he shall be guilty of an offence.

Section 62

Suspension and Revocation of Operators' Licences

- (1) Notwithstanding anything in this Part of this Act a district council may suspend or revoke, or (on application therefor under section 55 of this Act) 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.
- (2) Where a district council suspend, revoke or refuse to renew any licence under this section they shall give to the operator notice of the grounds on which the licence has been suspended or revoked or on which they have refused to renew such licence within fourteen days of such suspension, revocation or refusal.
- (3) Any operator aggrieved by a decision of a district council under this section may appeal to a magistrates' court.

Appendix C

Private Hire Operator Licensing Conditions

Section 55 (3) of the Local Government (Miscellaneous Provisions) Act 1976 states that:

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

The Licensing Authority will attach to all private hire operator licenses a set of mandatory conditions that must be observed at all times.

Following determination of an application by the Licensing Sub-Committee additional conditions may be imposed. The licensee will have the right to appeal to Magistrates Court following the hearing or can request a review of their licence at a later time to ask that additional conditions be removed.

Definitions	
'The Council'	Refers to Sheffield City Council
'The District'	Refers to the district of Sheffield
'The Act'	Refers to the Local Government (Miscellaneous Provisions) Act 1976
'Private Hire Vehicle'	Refers to the same meaning as in The Act
'Vehicle'	Refers to a private hire vehicle
'Operator'	Refers to a person who has been granted a private hire operator's licence issued by the Council under Section 55 of The Act
'Premises'	Refers to the private hire operator's place of business for the purpose of operating vehicles
'Authorised Officer'	Refers to any officer of the Council authorised in writing by the Council for the purpose of regulating private hire legislation

1. Operator Licence	
a.)	Operators will at all times adhere to statutory legislation, Sheffield City Council's Private Hire Operator's Licence Policy document and information contained in these conditions. Operators must also adhere to health, safety, welfare, environmental and equalities legislation as appropriate.
b.)	The licensee, to whom the licence has been issued, shall display such licence in a prominent position at each business premises recorded on the licence. Exceptions to this will be where the licence is to be presented to the Licensing Authority for amendment and/or inspection.
c.)	A separate licence will be issued, where applicable, to each approved secondary booking office.
d.)	The operator licence is not transferable. The operator's licence is a personal or company licence and is not transferable between individuals. Any change of operating address within the district must be notified to the Licensing Authority at least 7 days before the date of the change, and a new licence showing the new address will be issued and a charge will be made in accordance with our fees and charges
e.)	Any intended change of business premises must be notified to the Licensing Authority and approval obtained before being so used.
f.)	The operator must not at any time operate more vehicles than is specified on the licence. A proposed increase in the number of vehicles to be operated must be made in writing to the Licensing Authority and consent given before being implemented.
g.)	If the person as named on the operator licence is to be absent from the day to day running of the business for a period of not less than two consecutive months they shall inform the Licensing Authority of such. In doing so, the operator must name a person who will be responsible for running the business on their behalf.
h.)	The operator shall at all times ensure that the Licensing Authority has their most up to date contact details, including a mobile telephone number and email address. There should be a generic email address for the company and a confidential email address for the operator in order that sensitive information can be properly handled and held confidentially by the operator.
i.)	The operator, in line with statutory legislation and as a condition on this licence, will only operate from a premises within the district of the Authority. The Licensing Authority will not grant any operator's licence where the operating base is outside the boundary of the district. This is to ensure both compliance with legislation and that proper regulation and enforcement measures may be taken.
2. Premises	
a.)	The licensee shall only conduct business from the address named on the operator licence. The Licensing Authority reserves the right for an Authorised Officer to inspect the premises for suitability and compliance with the requirements of these Conditions.
b.)	The Operator shall only employ or utilise persons to conduct their business that have been approved by the Licensing Authority.

c.)	If additional persons are employed at the business premises then the premises must be kept clean, adequately lit, heated and ventilated and must conform to all other legal requirements, such as no smoking to be allowed on the premises (Health Act 2006), the requirements of the Regulatory Reform (Fire Safety) Order 2005 which requires that a fire safety risk assessment is in place at the premises and Health and Safety at Work Regulations are adhered to.
3. Record of Bookings	
a.)	The Operator must keep an accurate record of every booking of a private hire or hackney carriage vehicle that is accepted. The loss of records must be reported to the Licensing Authority within 24 hours and immediately to the police. Separate records must be kept at each premises from which the operator conducts business. The records must be kept at the business address/addresses at all times. All records must be in English and be permanent. Records must be kept for a period of not less than 12 months from the date of last entry.
b.)	<p>The operator shall, before the commencement of each journey, record in a manner prescribed by the Licensing Authority, the following details of each booking:</p> <ul style="list-style-type: none"> (i) The time and date the booking was received and, if required, any subsequent cancellation; (ii) The method by which the booking was received (e.g. telephone, email, electronic application etc.); (iii) The person taking the booking (or in the case of a computer system, the identity, including the site/location of where the booking was received); (iv) The time and date of the journey; (v) The address/premises from which the journey will commence and the address/premises of the destination; (vi) The registration and plate number of the hackney carriage or private hire vehicle that is to be used for the booking; (vii) The name, badge number and call-sign of the driver of the vehicle to be used; (viii) Remarks, including details of any subcontracting to another licensed operator.
c.)	Where bookings are sub-contracted either by the operator to another licensed operator or are accepted by the operator from another licensed operator a full record of the booking (in line with 3b above) and notes must be included; including the name of the sub-contractor, what time the job was sub-contracted and any contact information.
d.)	Records of bookings must be maintained and kept up to date at all times and must be made available for inspection at all reasonable times without notice by an Authorised Officer or Police Officer. Officers must be permitted to photograph and/or remove such records and to remove from the premises if so required.

4. Details of Vehicles

a.)	<p>The operator shall keep at the main business address a detailed list in writing of all the vehicles they operate. This will include:</p> <ul style="list-style-type: none">(i) The registration mark issued in respect of the vehicle under the Vehicles (Excise) Acts;(ii) A copy of the current private hire vehicle licence as issued by the Licensing Authority;(iii) A copy of the current insurance certificate for the vehicle, clearly stating the permitted drivers and permitted use of the vehicle;(iv) The date on which the vehicle commenced to be operated by the licensee;(v) The date on which the vehicle ceased to be operated by the licensee;(vi) Any radio/computer call-sign/number allocated to the vehicle by the licensee.
b.)	<p>The Operator shall only operate private hire and hackney carriage vehicles where the vehicle and driver are licensed by Sheffield City Council. The Operator must check and keep a copy of all driver and vehicle licence documents.</p>
c.)	<p>When the operator ceases to operate any licensed vehicle, the operator shall notify the Licensing Authority within 72 hours for amendment by an Authorised officer.</p>

5. Details of Drivers

a.)	<p>The operator shall keep at the main business address a detailed list in writing showing the following particulars in respect of every driver of every private hire and hackney carriage vehicle operated:</p> <ul style="list-style-type: none">(i) The name, address and date of birth of the driver of the vehicle;(ii) A copy of the Hackney Carriage and Private Hire Driver's Licence as issued by the Licensing Authority;(iii) The date in which the driver commenced driving each vehicle;(iv) The date on which the driver ceased driving each vehicle.
b.)	<p>The operator shall keep the records in alphabetical order, by surname, for a period of two years from the date on which the driver ceased driving for them.</p>
c.)	<p>The Hackney Carriage and Private Hire Driver's Licence shall be available at all times for inspection by any Authorised Officer of the Council or Police Officer. The licence may be taken away from the premises if so required.</p>
d.)	<p>The operator shall take all reasonable steps to ensure that drivers of vehicles employed, used or controlled by them observe and perform the conditions attached to their Hackney Carriage and Private Hire Driver's Licence, the vehicle licence and all other statutory requirements, including road traffic regulations.</p>

6. Public Complaints	
a.)	The operator must maintain a register of complaints that are made by the public, either in hard copy or computer format.
b.)	<p>The operator shall, upon a receiving a 'specified complaint', notify the Licensing Authority within 72 hours in writing.</p> <p>A specified complaint is considered as any allegation of criminal behaviour whilst acting as a private hire driver; these may include:</p> <ul style="list-style-type: none"> • Sexual misconduct, sexual harassment or inappropriate sexual attention; • Racist behaviour; • Violence; • Dishonesty; and • Breaches of equality.
c.)	<p>The operator shall, upon receiving a 'low level complaint', maintain such a register for inspection by the Licensing Authority. Complaints of this nature shall be kept for a minimum period of 12 months.</p> <p>Low Level complaints are those that are indicative of a professional development need, of concealing some potential significant offending or allegations of unsafe behaviour.</p>
d.)	The operator must ensure that customers can speak to a person in the event of a complaint or problem with the journey. Licensing Officers and the Police must also be able to access information immediately on request.
7. Acceptance of Bookings	
a.)	The operator shall only operate private hire and hackney carriage vehicles where the vehicle and driver are licensed by Sheffield City Council. The operator must check all driver and vehicle licence documents.
b.)	<p>Where the operator sub-contracts a job booking and/or accepts a sub-contracted job booking to/from another operator they must ensure that:</p> <ul style="list-style-type: none"> (i) The operator is licensed under the Act; (ii) The vehicle and driver are licensed by the same authority; and (iii) The vehicle is appropriately insured.
c.)	Every contract for the hire of a private hire vehicle (or hackney carriage for such purpose) shall be deemed to be made with the licensed operator who accepted the booking, whether or not that licensed operator subsequently provides the vehicle.
d.)	Where bookings are sub-contracted either by the operator to another licensed operator or are accepted by the operator from another licensed operator a full record of the booking and notes must be included; including the name of the sub-contractor, what time the job was sub-contracted and any contact information.

e.)	The operator shall provide a prompt, efficient and reliable service to members of the public at all times, unless delayed or prevented by sufficient cause.
f.)	The operator will be responsible for a booking that has been transferred to another operator and will therefore remain accountable for that service delivery.
8. Fares	
	Where a request for hiring is received and the vehicle to be used for hiring is not fitted with a meter (private hire vehicle), the operator must inform the person making the booking, if so requested, the basis of the hire charge. If requested, the information must be put in writing.
9. Lost Property	
a.)	The operator shall keep a record of all lost property retained by them.
b.)	The operator shall deliver any property left in a vehicle and handed to them by the driver, to the local police station as soon as possible and in any case within 24 hours.
10. Criminal convictions, cautions, reprimands, warnings, fixed penalty notices, or restorative justice.	
	The operator shall, within 14 days of the date of receiving or having imposed on them any criminal convictions, cautions, reprimands, warnings, fixed penalty notices, or if they have been made subject to a restorative justice disposal, disclose to the Licensing Authority in writing, details of the criminal convictions, cautions, reprimands, warnings, fixed penalty notices, and/or restorative justice disposal during the period of the licence.
11. Compliance with other Legislation	
a.)	The operator must bring to the attention of all drivers their legal obligations regarding the use of seatbelts by both adults and children less than 14 years of age.
b.)	The operator must bring to the attention of all drivers their legal obligation regarding no smoking in vehicles under the Health Act 2006.
c.)	The operator must ensure that all drivers are aware of their obligations under any other legislation relevant to the work of a private hire, or a hackney vehicle carriage used for private hire purposes.
d.)	The operator must register with the Information Commissioner's Office (ICO).
e.)	The operator must ensure, as far is reasonably practicable, that all drivers wear their licence badges when working.
f.)	The operator must ensure, as far is reasonably practicable, that vehicles display the correct vehicle signage as provided by the Licensing Authority.
g.)	The operator must not fail or refuse to accept a booking by or on behalf of a disabled person accompanied by an 'assistance dog' when the reason for failure or refusal is that the disabled person will be accompanied by an 'assistance dog'.

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

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Appendix H

Uber Terms and Conditions

Terms and Conditions

Last Updated: December 4, 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 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.

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 Mr. Treublaan 7, 1097 DP,

, 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."

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

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of the Local Government Act 1972.

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Appendix L

Licensee Representations

From: [REDACTED]
Sent: 08 February 2018 12:27
To: [REDACTED]
Subject: FW: Uber New Licence Application

From: [REDACTED]
Sent: 08 February 2018 12:05
To: licensingservice
Subject: Fw: Uber New Licence Application

To Steve Lonnia,

Firstly I would like to thank Sheffield City Council Taxi Licensing Team that lifted Uber suspension over the festive period so I could still work with Uber over that period and feed my family and pay my bills.

I am writing this email to support Ubers application for a operators licence in Sheffield, I have worked with Uber in Sheffield for over 1 year now and before I worked with City taxis.I can honestly say as a taxi driver with over 20 years experience that I feel more safer as a driver that predominantly works nights with Uber and also the customer feels much more safer.The customers on numerous occassions have mentioned the beauty and safety aspect of not just the Uber app but also the journey..For example how all relevant information is made available to the user before and after the journey.The customer is sent all driver and car details before journey commences and also a picture of the driver as a safety aspect.All the journey can be tracked before, while and after the booking has been completed.Younger females love this aspect but also that you dont need to carry cash on you and you will always have the means of getting home on a night out even if you dont have cash on you.

Uber in Sheffield is a must as you are aware of how we are a Massive Two Universities City and that has probably around 80,000 students that come to this great and wonderful City.We have many students from the U.K but also from Europe and from the other parts of the world like India and China who are regular users of Uber and have great trust in the service. It would be wrong and unjust for these 80,000 or so STUDENTS not to be able to access this service in our Great City.FACT..students love Uber...We are modern,innovating,vibrant and a City with a vision of the future.So many good things are happening in Sheffield with all new developments in the City Centre and Sheffield is definetely growing and really coming up.Uber Taxi App is part of this in Sheffield.As a City we do not want to go Backwards but keep moving forwards!!

The Private Hire Trade in Sheffield mainly consists of One Mega Player which is City Taxis.City Taxis probably controls and completes around 80/85% of all private hire booking in Sheffield and around roughly 90% of all private hire drivers work with City Taxis. City Taxis in Sheffield is a MONOPOLY without Uber in Sheffield it would an even bigger MONOPOLY.In Sheffield we need more competition and not less!! The Sheffield public need a greater and wider choice for taxi services at the moment it is very limited.There is no doubt that the monopoly which is City Taxis is providing a good service but at sometimes of the day and at weekends it can not keep up with DEMAND so where and what do those customers do if thet cant get a taxi with City Taxis and YES it does happen.WE are the 5th BIGGEST CITY in ENGLAND and have a estimated population of over 600,000 and will only have one major TAXI SERVICE in Sheffield if we didnt have UBER in Sheffield.That would a tragedy for the people who use taxis in Sheffield but also for the taxi

drivers who will have NO choice!My plea to you is that please look at the taxi trade in Sheffield and you will notice it is a monopoly held by City Taxis and monopolies are no good for consumers or for healthy competition..

We need to have Uber in Sheffield and its licence application approved.Many drivers like me once worked for City Taxis and now work with Uber (Over 200 Scs licensed drivers) we enjoy and prefer working with Uber.I know I cant go back to City Taxis after leaving/fallout with them ...Please give drivers and customers a choice.In SHEFFIELD there will be no choice and we all want a choice.

I AM IN SUPPORT OF UBER LICENCE BEING APPROVED!

Yours Kindly



[REDACTED]
From: [REDACTED]
Sent: 15 January 2018 11:39
To: [REDACTED]
Subject: FW: Uber driver

From: [REDACTED]
Sent: 12 January 2018 13:25
To: licensingservice
Subject: Uber driver

Good day

Hy my name is [REDACTED]

Phv license number [REDACTED]

I've been phv for 22 plus yrs

Last February I joined Uber . I was unsure if I was doing the right move
Now since then I'm absolutely enjoying the job

As previously I'd decided on leaving the trade as a driver Sheffield companies had no respect for us
You would be told like it or lump it

Problems occur in all jobs but I must say Uber have sorted any issues with a yes sir

I'm only part time now and the way Uber let me pay as I earn is fantastic
Other companies have no intention in introduce this method as I have mentioned in Sheffield taxi forum
Facebook

My taxi insurance is due in 4 weeks and to spend £1000 plus unsure I may be forced out of job quite
daunting

Anyhow sorry for long maun

My future and many other scc boys and girls could find ourselves with out work

Many thanks [REDACTED]

[REDACTED]

From: [REDACTED]
Sent: 06 February 2018 14:37
To: [REDACTED]
Subject: FW: Uber licence renewal

From: [REDACTED]
Sent: 06 February 2018 13:13
To: licensingservice
Subject: Fw: Uber licence renewal

To Steve Lonnia and his team,
I am writing this email in support of Sheffield City Council approving Uber Licence application. I personally do not work for Uber at the moment but work for City Taxis. I feel in Sheffield competition is very limited and we have One big player which is City Taxis. The City of Sheffield needs more competition and hopefully more taxi services to operate. To not renew Uber Licence would only create a bigger monopoly and create bigger problems for drivers and customers in the future. For Example already drivers are being bullied and harassed by company owners if they raise their voice and concerns about company practices and this will get much worse if we dont allow healthy competition. So basically lets not listen to all the negative hype but understand that in this City we need Uber Taxis. I hope and pray that we all come to our senses and allow Uber to keep operating for the goodness of the whole trade and not play politics with drivers livelihoods.

Thanks for your time

[REDACTED]

Subject:

FW: Uber Licence Renewal

From: [REDACTED]

Sent: 01 February 2018 13:59

To: licensingservice

Subject: Uber Licence Renewal

To licensing department,

I am very worried about the current state of taxi services in Sheffield. Firstly there is a very limited choice for the taxi users and taxi drivers in Sheffield. So I am typing this email in support of Uber and seriously think the licence application should be approved. In Sheffield if there was no Uber to provide taxi services we would have an even bigger monopoly by one company and how would that be in interest of the Sheffield public? Sheffield needs more competition and more choice and this benefits the trade and also the taxi users. I hope and pray we still have Uber operating in Sheffield.

[REDACTED]
01/02/2018

Subject:

FW: Fw: Uber

From:

Sent: 31 January 2018 15:40

To:

Subject: Fwd: Fw: Uber

-----Original message-----

Date : 30/12/2017 - 18:20 (GMT)

To :

Subject : Fw: Uber

Sheffield

I am writing to you today to put forward my views as a Sheffield Uber Driver .

I joined Uber in August 2015 after holding my Private Hire Licence for many years and working for a local taxi firm when i joined Uber it was quite new to Sheffield and i was one of the first to join, i found the whole introduction process both professional and informative and found joining Uber was easy and stress free

Through out my Career i have found my move to Uber to be on of the best of my decisions i have made for both myself and my family. The whole booking process is effortless for the customer and from me arriving at the customers location to drop off at the destination the whole journey is smooth and pleasant.

The no cash payment concept allows me to keep track of my earnings in an easy to use application that has made me feel safe and secure with my passengers, not dealing with cash has also left my family feeling more at ease that i am safe and in no immediate danger when working late nights.

Been a driver with a high level of 5 star ratings i have no doubt that the public have adapted to this new private hire concept and are in fact choosing Uber over more well established taxi firms in and around the Sheffield area. The feedback i receive is nothing but praise for Uber and its drivers. Some of who like myself offer customers, free wifi, water, chocolates and the facilities to charge their phone and play their own music.

I would like the opportunity to continue being part of Uber for many years to come .

[REDACTED]

Subject:

FW [REDACTED]

From: [REDACTED]

Sent: 31 January 2018 15:42

To: [REDACTED]

Subject: [REDACTED]

[REDACTED]
Sheffield
[REDACTED]

We are writing to give our review as Uber customers and children to an Uber driver.

Our Father has worked for Uber for a number of years and in this time we have found him to be more relaxed, content and happy within his career not only has Uber continued to give our dad the flexibility he requires to give him the work life/family balance he needs this has also allowed us to feel happy that our dad is safe and secure when driving his customers, with no cash payments we no longer have the fear that he could be in danger or put in harms way.

Uber was a fairly new concept when our dad started working for you but in the last 2 years we have watched Uber flourish into the next best thing, we would never chose the alternative to Uber as everything is done at the click of a button no more phone calls for an update on when your taxi will arrive or having to speak with rude call centre staff we can book at ease, pay at ease and most importantly we feel safe when we are travelling.

I myself been a 28 year old women would feel safe in booking and Uber and been alone with the driver, i also have no issues with my brother who is a 15 year old boy been in an Uber vehicle alone.

We have nothing but praise for Uber and all it has achieved and we do hope that Uber will be around for many years to come.