

TERMS AND CONDITIONS

Permit to Ply for Hire on West Midlands Railway premises.

Registered Agent: Saba, Second Floor, Building 4, Hatters Lane, Watford, Hertfordshire WD18 8YF

In this Agreement, unless the context otherwise requires, the following words and expressions shall have the meaning ascribed as follows:

“Agreement” means this agreement between the Customer and the Licence Holder together with all schedules.

“Customer” shall mean West Midlands Railway.

“Driver” means the licence holder named in the application for a Permit holding the licence for the Vehicle issued under the Town Police Clauses Act 1847.

“Incident” is an incident, issue or occurrence is not exhaustive.

“Passenger” means the user of the service and/or the recipient of the taxi journey under this Agreement.

“Permit” means the Ply for Hire Taxi Permit in use at the designated Customer Station(s).

“Station(s)” means the premises where the services are to be provided, indicated within this Agreement.

“Taxi Operator” means the Driver or the person or body via which the Driver derives the right to ply for hire at the stations in accordance with the provisions of these Terms and Conditions;

“Vehicle” means the vehicle listed under this Agreement as licensed by the Licensing Authority for the District Council as a hackney carriage.

WHEREBY IT IS AGREED AS FOLLOWS:

West Midlands Railway shall permit the Taxi Operator to ply for hire at the applied for Station location for a fixed period of 12 months as defined upon application for a pre-defined period.

1. West Midlands Railway and their chosen agent Saba will prepare the issue of taxi permits only once these Terms and Conditions have been accepted through the Internet Application process.
2. West Midlands Railway and their agent Saba will not issue taxi permits until the Terms and Conditions have been accepted, accompanied by a valid corresponding Hackney Carriage Vehicle Licence and a Hackney Carriage Driver’s Licence pertaining to the Taxi Operator making the request, is uploaded and full payment has been made by the Taxi Operator. If permits are lost or stolen you will be charged the full price for its replacement.

3. If the Taxi Operator fails to comply with any of the terms of this Agreement, West Midlands Railway reserve the right to revoke all Permits issued to the Taxi Operator forthwith. No refund will be made in respect of revoked permits.
4. The Taxi Operator shall ply for hire at the station(s) applied for at such times and in such numbers to adequately provide a service to meet the needs of the passengers. Occupation of space on the rank is subject to space being available within the defined areas. No parking or waiting is allowed in other areas of the station and/or on restricted areas marked by yellow/double yellow lines, hatched areas, station forecourt or customer parking bays.
5. It is expressly agreed between the Parties that there is no obligation under this Agreement for the Customer to provide parking at the Station for the Driver's vehicle whilst awaiting passengers over and above the designated taxi stand for a maximum stated number of taxis.
6. If there is no available space in the designated taxi rank area at the Station the Driver is not permitted to park illegally within the Station boundary or to attempt to tout or ply for hire from any area other than the one designated at the Station. Only a limited number of vehicles can use the rank at any time as outlined below. The last vehicle to rank will be moved on if this number is exceeded. Refusal to move or abuse of the rank will result in a £90.00 parking charge notice being issued.

Station Rank Spaces

Hemel Hempstead Rank Yearly - 18
Leighton Buzzard Rank Yearly - 4
Northampton Rank Yearly - 16
Nuneaton Rank Yearly - 8
Sandwell & Dudley Rank Yearly - 10
Tamworth Rank Yearly - 6
Telford Rank Yearly - 4
Watford Junction Rank Yearly - 11
Worcester Shrub Hill Rank Yearly - 6

7. The Taxi Operator is required to cooperate fully if requested to move from the rank or to a designated area by any member of British Transport Police, West Midlands Railway or Saba staff to ensure effective queuing, fluidity of the rank, enhanced customer satisfaction or for any other valid operational reason.

CONDUCT AND GENERAL TERMS

8. The Taxi Operator shall put the safety and comfort of the passenger first, drive within the requirements of the law and be pleasant and helpful to the passengers at all times.
9. The Taxi Operator must not under any circumstance unreasonably refuse a fare when not engaged.
10. The Taxi Operator must not leave the vehicle unattended on the rank at any time.
11. Noise from stereos/radios etc are to be kept to a minimum.
12. Litter and cigarette butts are disposed of using the bins provided.
13. Defecating/urinating on station property is strictly prohibited.
14. Railway By laws are to be adhered to at all times.
15. The Taxi Operator must act at all times in a manner that portrays West Midlands Railway professionalism and must not engage in any act that may be deemed as unacceptable to the general public, staff or tenants whilst on West Midlands Railway property. Any proven breach of this will result in the permit being immediately revoked with full written explanation given to the Driver.
16. The Taxi Operator shall always wear the official identity card as issued by the Council for identification purposes when plying for hire at the station.
17. Whilst entering or leaving the Station the Taxi Operator shall not
 - drive dangerously reckless or carelessly
 - tout for hire either by word, signal or otherwise
 - leave any Taxi unattended
 - be under the influence of drink or drugs
 - use any insulting or abusive or offensive language or
 - be guilty of any indecent or improper conduct
18. The Taxi Operator shall not cause or permit any nuisance, annoyance or obstruction, danger, damage, loss, or inconvenience to West Midlands Railway its employees or agents or to any person or property adjacent thereto or to any person hiring or seeking to hire any taxi for the purpose of travelling to or from the Station.
19. The Taxi Operator shall only ply for hire at the Station if displaying a valid permit issued by West Midlands Railway. Each permit can only be used in the vehicle bearing the registration/plate number on the permit. Permits are not transferable and must be surrendered upon change of vehicle to Saba Park Services UK Limited, PO Box 2466, Watford, Hertfordshire, WD18 1XH. Permit amendments for change of registration at £10.00 each application.

STATUTORY REQUIREMENTS

20. The Taxi Operator shall comply with the requirements of every statute, regulation, policies, or by-law relating to Hackney Carriages as determined by the Hackney Carriage Licence issuing Council and with bylaws, policies and regulations of West Midlands Railway and the requirements and directions of the British Transport Police.
21. The Taxi Operator must hold and maintain a Hackney Carriage Licence issued by the appropriate Local Authority and comply with all conditions contained within such Licence.
22. Taxi Operators who operate disabled access vehicles must maintain all access ramps and ensure that all equipment is compliant with their permitted vehicle. We (West Midlands Railway) or our agents from Saba reserve the right to audit check the suitability of the equipment for disabled vehicles whilst at our stations.
23. The Taxi Operator shall be responsible for and shall release and indemnify West Midlands Railway, its servants and agents from and against all liability in respect of personal injury (whether fatal or otherwise) loss or damage delay or detention to any property and any other delay detention loss damage costs and expense howsoever caused or incurred (except when proved to have been caused by the negligent act or default of West Midlands Railway, which not have arisen but for the presence of the taxis the Taxi Operator or its drivers thereof upon the premises of West Midlands Railway).
24. Neither party shall disclose any information received from the other under or pursuant to this agreement to a third party, save to the extent necessary for the proper performance of the Agreement or for the purpose of complying with any requirement under law. This provision shall survive the termination of the agreement, howsoever that may occur.
25. No public announcement, communication or circular (other than to the extent required by law) concerning the transactions referred to in this agreement shall be made or dispatched by either party without the prior written consent of the other party.

TERMINATION OF PERMIT/AGREEMENT

26. West Midlands Railway may terminate this Agreement for any reason subject to 1 months' notice in writing. A refund shall be payable to the Taxi operator based on the remaining period of the permit affected by the termination. This does not apply to instances where the termination is related to non-compliance or adherence to these terms and conditions as detailed in point 3 of this document.
27. West Midlands Railway may terminate this Agreement with immediate effect on or at any time thereafter the passing by the Taxi operator of a resolution for its winding up or the making by a court of competent jurisdiction of an order for the winding up of the Taxi Operator or the dissolution of the Taxi Operator.

28. If the Permit is revoked due to breach of this Agreement due to the conditions as defined within this document the Driver shall not be entitled to a refund in full or pro rata. In addition, the Driver shall indemnify the Customer in respect of any claims that arise as a result of any Incidents that have arisen due to the Driver's negligence.

ALCOHOL AND DRUGS POLICY

The Customer, in meeting its obligation under the Transport and Works Act 1992, operates an Alcohol and Drugs Policy. It is supported by related Codes of Practice,

29. The Supplier and his employees, agents and sub-contractors shall not report or endeavour to report for duty having just consumed alcohol or under the influence of drugs; report for duty in an unfit state due to the use of alcohol or drugs; be in possession of drugs or alcohol in any of the Customer's premises; or consume alcohol or drugs whilst at any time on duty.

30. The Customer will not tolerate any departure from these rules and will take appropriate action in the event of any infringement.

31. A programme of screening has been put in place. This includes procedures to:

- deter the use of drugs; and
- detect the use of alcohol and drugs where abnormalities of
- behaviour require prompt managerial intervention (which may
- include a request for screening).

32. If the Supplier, his employee's agents, or sub-contractors infringe the Customer's Policy on Alcohol and Drugs the offender will not be considered for work by the Customer at the Customer's premises at any future date. This is governed by, and shall be construed in accordance with, English law.

03.December 2021