

## Matthew Burton

---

**From:** [REDACTED] (E,I&S) <[REDACTED]@staffordshire.gov.uk>  
**Sent:** 24 January 2025 14:39  
**To:** Matthew Burton; [REDACTED] (E,I&S); [REDACTED] (E,I&S)  
**Cc:** [REDACTED] (E,I&S); [REDACTED] (E,I&S)  
**Subject:** FW: \*\*\*confidential\*\*\* livery NUL  
**Attachments:** Livery Example.png

**CAUTION:** This email originated from outside of Newcastle-under-Lyme Borough Council. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Good Afternoon Matt

Please see below re Newcastle Under Lymes Taxi Licencing Consultation and SCC's response.

Kind regards

[REDACTED]  
[REDACTED]@staffordshire.gov.uk  
01785 [REDACTED]  
Compliance Officer  
School Transport  
SP1 Tipping Street Stafford ST16 2DH

### **Newcastle Borough Council Taxi / Private Hire Licensing Policy Consultation Staffordshire County Council Response – January 2025**

The County Council is a significant buyer of taxi and private hire services across the County. Taxi/Private Hire operators provide the majority of the County Council's Special Educational Needs home to school transport and a small, but nevertheless significant, proportion of mainstream home to school transport (i.e. primary, middle and secondary schools). These services are provided under contract using a Dynamic Purchasing System. The County Council's conditions of contract require that all contractors adhere to a high standard of delivery, which fits closely with raising standards through revision to licensing policy. We are keen to continue working with all licensing authority partners to maintain and improve standards of service delivery.

We welcome the opportunity to respond to the Consultation Draft of the proposed policy and seek to work in partnership with Licensing Authorities to develop common standards, reduce duplication and costs where possible.

Staffordshire County Council (SCC) has a number of comments and observations. These are detailed below, in order that they appear in the policy.

SCC – Staffordshire County Council  
I/we – myself/ the team

**Just for reference SCC Contracts start with 0 points and are terminated at 25 points:**

**Section 3.4 24 – 3.4 26 PH & 3.3 25 – 27 HC** of the Summary, removal of door signs PH.

- **Livery and route numbers to remain on SCC Contracts:** This is in our contractual terms and agreements which operators sign up too for operating a school contract with SCC. We also need a route number to identify our vehicles, so we know what route they are on for spot checks.
- The livery shows to parents/school/SCC that it is the actual company operating the contract they hold with us and that this has not been illegally sub contracted (which also forms part of our special conditions). **Vehicle used without livery or displaying that of another operator - 5 points. No Route Number – 3 points.**
- Having been to schools where traffic needs to move fast (for example due to it having a dangerous road entrance) checks need to be done quickly and timely and with other taxis (up to 60) coming in from other areas, identifying a vehicle should be made as effective and easy as possible, signage and route number allow the team to easily distinguish our vehicles ensuring the check can be done quickly & effectively.
- This is beneficial to the school as it helps identify our vehicles their end, please see attached signage which has been agreed with Wolverhampton regarding their recent changes regarding livery, to be used on SCC school contracts and one we would hope you will allow on your PH taxis doing SCC contracts, which helps our positive working relationship.

**From our special conditions for your reference:**

- 1.1.3** *Clearly display the contracted Route Number in the windscreen of the vehicle or on any electronic destination display equipment fitted to the vehicle.;*
- 1.1.4** *Display the Provider's standard livery, which must be in a prominent position and which must include the trading name of the company. This is in addition to the legal lettering of a PSV Vehicle.*

The attached is an example, Wolverhampton operators are using, if you need a discussion around this please contact us. If you are happy for this to be used on SCC contracts, please let us know.

## CCTV

### 3.4.25 **CCTV as per our special conditions:**

1.1.21 The Provider must notify the Council in writing if any Vehicle is fitted with a dashcam or CCTV system.

1.1.22 Any CCTV system or "Dashcam" fitted to vehicles used on the contracted service must be operated in full compliance with GDPR and the Information Commissioner's Office (ICO) Code of Conduct on CCTV (including any updates or new guidance issued by any successor body to the ICO). If a CCTV system is fitted but cannot for any reason the Code of Conduct cannot be complied with, the system must not be used until such time as full compliance can be achieved.

1.1.23 Sound recording capability fitted to any CCTV system or Dashcam shall not be used without the express written permission of the Council. Such permission will only be granted where there are compelling circumstances for recording sound; for example, there is a demonstrable risk to Passenger or Personnel safety that cannot be reasonably addressed by other means.

1.1.24 The Provider must supply within 5 (five) working days on request from the Council written details of its policies and procedures that are in place for the operation of CCTV and/or Dashcams in full compliance with Data Protection Legislation and Information Commissioners Office Guidance.

3.3.16 A valid MOT/Current fitness vehicle test ( **We still require these on our system checks as per the contract the provider has with us**)

3.5.22 Complaints policy – **we still require this as part of our SCC School contracts and this is checked at our systems checks, in case of complaints received on SCC Contracts.**

3.21 FIT AND PROPER PERSON For School Transport our SCC Blue Badge covers this which also covers they have completed safeguarding training.

16. Spare tyre/puncture repair kit is welcomed, and we would expect operators to have one of these in place.

17. As per our terms and conditions all operators who have vehicles on a school contract must have a first aid kit and fire extinguisher.

**Appendix J RE** vulnerable passengers being transported in front seat and that this is ok if the booking is carried out by SCC. We require all operators to abide by our terms and conditions of contract and not breach the law regarding children's age etc, unless they are able to provide the correct seat so that they can sit in the front.

### **Taken from our Drivers guide:**

Child Seats & Seat Belts It is a condition of contract that all vehicles used for home to school transport are equipped with one seat belt per passenger. Use of a car seat may also be necessary. This section provides a brief guide to the legal requirements based upon information taken from the .gov.uk website.

Ordinarily, children must normally use a child car seat until they're 12 years old or 135 centimetres tall, whichever comes first. Children over 12 or more than 135cm tall must wear a seat belt.

A child car seat can be based on the child's height or weight. However, a child can travel in a PHV, HC, or PSV without a child car seat in some circumstances. These are summarised below. PHV / HC If the correct child car seat is not available, children can travel without one - but only if they travel on a rear seat: • and wear an adult seat belt if they're 3 or older • without a seat belt if they're under 3. PHV and HC drivers should also be aware of any requirements set by their licensing authority for provision of child seats.

Kind regards



[\[redacted\]@staffordshire.gov.uk](mailto:[redacted]@staffordshire.gov.uk)

01785 [redacted]

Compliance Officer

School Transport

SP1 Tipping Street Stafford ST16 2DH

#### Disclaimer

This e-mail (including any attachments) is only for the person or organisation it is addressed to. If you are not the intended recipient you must let me know immediately and then delete this e-mail. If you use this e-mail without permission, or if you allow anyone else to see, copy or distribute the e-mail, or if you do, or don't do something because you have read this e-mail, you may be breaking the law.

Liability cannot be accepted for any loss or damage arising from this e-mail (or any attachments) or from incompatible scripts or any virus transmitted.

E-mails and attachments sent to or received from staff and elected Members may be monitored and read and the right is reserved to reject or return or delete any which are considered to be inappropriate or unsuitable.

Do you really need to print this email? It will use paper, add to your waste disposal costs and harm the environment.