

**EXTRAORINARY LICENSING AND ENVIRONMENTAL HEALTH
COMMITTEE held at COUNCIL OFFICES LONDON ROAD SAFFRON
WALDEN at 3pm on 20 MARCH 2013**

Present: Councillor D Perry - Chairman.
Councillors J Davey, E Hicks and J Loughlin.

Officers present: M Perry (Assistant Chief Executive-Legal), M Chamberlain (Enforcement Officer), R Dobson (Democratic Services Officer) and M Hardy (Licensing Officer).

LIC43 **DECLARATIONS OF INTEREST**

There were no declarations of interest.

LIC44 **DETERMINATION OF A PREMISES LICENCE**

The Chairman welcomed to the meeting Mr J Judge, the applicant for the premises licence and proprietor of Bretts Restaurant; Mr D Parker-Bowles, representing the landlord company; and Mr J Scanlon, who had lodged representations objecting to the application.

Mr Judge confirmed that he had received the Licensing Officer's report.

The Licensing Officer presented his report. He said that Mr Judge had that morning been granted his personal alcohol licence. He drew attention to the operating schedule showing how the licensing objectives under the Licensing Act 2003 would be met and setting out the licensable activities which were sought, which were:

- (a) Live Music indoors only on every day of the week between the hours of 12 noon to 12 midnight.
- (b) Recorded Music indoors only on every day of the week between the hours of 12 noon and 12 midnight.
- (c) Performance of Dance indoors only on every day of the week between the hours of 12 noon and 12 midnight.
- (d) The sale by retail of alcohol for consumption both on and off the premises on every day of the week between the hours of 12noon and 12 midnight.
- (e) The hours the premises are open to the public will be from 12noon to 12 midnight on every day of the week.

The Licensing Officer said copies of the application had been served on the responsible authorities, none of which had made representations. He reminded Members that if they wished to impose conditions, such conditions

must be appropriate and proportionate to promote the licensing objective to which representations made related.

Members asked about the current licensing status of the business.

The Assistant Chief Executive-Legal explained that under previous management the business had had a premises licence, which did not cover regulated entertainment and which had now lapsed. Mr Judge had taken ownership, and now sought a premises licence which included the addition of regulated entertainment. Up until now he had obtained a series of Temporary Event Notices to enable such entertainment to take place.

The Licensing Officer said he was aware of no complaints about the business during the time it had operated under its previous licence.

In reply to a question, Mr Judge said there was CCTV throughout the premises.

Mr Scanlon asked about the regulated hours under the previous licence. The Assistant Chief Executive-Legal said there was no difference between this and the previous licence in the number of hours sought during which sales of alcohol could be made. The difference between the previous licence and this one was that the latter included regulated entertainment during the same opening hours as previously.

Mr Scanlon made a statement.

He said he lived 50 yards from where the regulated activity would be taking place; and the premises had been run as a farm shop for many years. If the licence were granted his family would be exposed to a type of activity which was unacceptable and not befitting a small village. He was concerned about any increase in the car park lighting as already lighting in the car park shone into his property.

Mr Scanlon said he was concerned that traffic associated with the premises would cause his household significant disruption.

The Chairman said no evidence had been submitted regarding disturbance caused by traffic.

Mr Scanlon agreed there was not yet any evidence of traffic disturbance but said he was concerned that one-off events held under Temporary Event Notices were completely different to a business which could offer such entertainment seven days a week.

In reply to a member question regarding the distance of his house from Bretts Farm, Mr Scanlon said the edge of the premises' car park was approximately 50 yards from his property.

Mr Judge then made a statement. He said he had been running the business for five years, and during the last four to five years had consistently offered the same type of opening hours and events primarily for customers who tended to be aged over 50. There had been no issues of noise, and most customers left by 10.30pm. Regarding lighting, most of the floodlights pointed inwards. He had measured the distance between the restaurant premises and Mr Scanlon's property at 80 yards. He had received no complaints apart from Mr Scanlon's representations today. He anticipated he would be offering a maximum of 10 entertainment nights annually, approximately every six weeks. He had signs at the exits to his premises asking people to leave quietly. In response to a member question he said he did not have sound-monitoring equipment, but used only small speakers and a CD system.

Councillor Hicks asked Mr Judge whether it was the case, from what he had said, that he intended to hold a maximum of 10 live music nights per year but apart from that his activities would not differ substantially from those he had engaged in for the last five years. Mr Judge confirmed that this was his intention.

Councillor Loughlin said it would be possible to seek a review of the premises licence if there were breaches of the operating conditions.

Mr Scanlon said he was concerned that the application for a new premises licence would enable the business to offer entertainment as described not just on Thursdays, Fridays and Saturdays, but on all seven nights of the week, and not just 10 times a year but throughout the year.

The Assistant Chief Executive-Legal said the courts would look at how the business was run, not what had been applied for. If the use of the premises gave rise to nuisance then review could be sought.

Members commented that it was usual for premises licence applications to seek a wider range of dates and times than those which would in practice be used.

The Assistant Chief Executive-Legal said as Temporary Events Notices cost £21 each it made sense for the business to be able to offer regulated entertainment under its premises licence.

The applicant confirmed that the premises had some noise reduction features such as double glazing and curtaining.

At 3.35pm the Committee withdrew to consider the application, and returned at 3.40pm to give its decision.

DECISION

The Chairman said the Committee found no reason not to grant the licence. The Chairman thanked Mr Scanlon for attending to make representations, and

said that a review of the licence would be an option if there should be any problems arising in the future.

LIC45

DETERMINATION OF AN OPERATORS LICENCE

The Chairman welcomed the operator, Mr Cronshaw, and his representative, Mr Drinkwater.

Mr Drinkwater requested an adjournment in accordance with written representations made, pending proceedings against Mr Cronshaw in the Magistrates' Court.

The Assistant Chief Executive-Legal said deferral was not appropriate, as he had already notified to the operator's solicitor, for the following reasons: the standard of proof was different between the Magistrates' Court and matters determined by Committee. For the Magistrates, the burden of proof was beyond reasonable doubt, but for the Committee, it was the balance of probability. An acquittal by the Magistrates would not prevent Members coming to a different conclusion on the lower standard of proof. A further reason why it was not appropriate to adjourn was because the grounds on which the licence could be suspended or revoked were for non-compliance with conditions, with no specific reference to conviction. Another factor was the conduct on the part of the operator, which the Committee might consider came within "any other reasonable cause". These factors were those the Committee had to take into account today, and none required deferral of the matter. However, if the Committee were to take action today against Mr Cronshaw, then if he chose not to appeal against that decision then it might not be in the public interest to proceed with the prosecution.

The Committee withdrew at 4pm to consider the request for adjournment.

At 4.05pm the Committee returned, and the Chairman informed the operator and Mr Drinkwater that the request for adjournment was refused for the reasons given by the Assistant Chief Executive-Legal.

The Enforcement Officer presented his report. Mr Drinkwater confirmed that the operator had seen a copy of the report.

Mr Drinkwater raised various points. He asked the Committee to consider an additional recommendation that it should take no action. He referred to the paragraph in the report regarding records the operator had maintained discussed during the interview under caution, and said he was concerned at the omission of any reference to a new register which Mr Cronshaw had subsequently forwarded to the Enforcement Officer.

The Enforcement Officer said the record supplied by Mr Drinkwater today was not available to him at the time the interview under caution took place, and the vehicle weekly log was not part of the same document for him to refer to.

Mr Drinkwater referred to the new private hire register which had today been sent to the Enforcement Officer and asked whether he had taken a copy of that document in the second interview under caution. The Enforcement Officer said he had done so, but that this was an incomplete document, showing just the intention of how to keep records in the future.

Mr Drinkwater referred to the driver details which he said had accidentally been omitted due to page formatting. He said the document sent earlier today contained all necessary information. The Enforcement Officer said that the reference in the report to the register prior to 1 January 2013 related to the version available earlier in which this information was not included.

Mr Drinkwater referred to the interview under caution dated 28 January 2013. He suggested to the Enforcement Officer that in putting the question “do you admit the offence I quoted”? he had put a degree of pressure on Mr Cronshaw. He said Mr Cronshaw’s answer of “Well yes yeah” indicated reluctance to answer such a question in relation to what was merely a formatting mistake in a document.

The Enforcement Officer said he did not agree. He said Mr Cronshaw had had his rights read out to him at the start of the interview, and was aware that he did not have to answer.

The Chairman asked about the time of day when police had stopped the vehicle referred to in the report, which was not licensed by this authority. The Enforcement Officer said this had taken place at 11.40am on 19 November 2012.

The Chairman asked why the private hire register document was headed Stansted Transport Hire. He asked the Enforcement Officer whether he had been given any other documents with that heading. The Enforcement Officer confirmed that he had not.

Mr Cronshaw then made a statement, prompted by questions put to him by Mr Drinkwater. He said he had supplied at the first interview a box of lever arch files detailing all Ardent’s bookings from July 2012 to that date. He said he had offered the information but the Enforcement Officer had not taken copies. He also took with him his book of records of driver details, vehicles and insurance and had shown this to the Enforcement Officer. Mr Drinkwater said that these documents satisfied the operator’s licensing conditions. Mr Cronshaw said he had also supplied records of bookings and Ardent’s bookings.

Mr Drinkwater said his client had strong management experience, and had an ethos of compliance and continuous improvement, as shown by the fact that after the first meeting with enforcement officers he had developed his records and had become increasingly compliant and this improvement was shared with the Enforcement Officer at the second interview.

Mr Drinkwater said the documentation of Stansted Transport Services and Ardent Parking Ltd together provided all the information required to be compliant, and the Stansted Transport Services weekly log which had been provided today included information on drivers and vehicles. The information might not be in register format but had been available throughout the process, and had been shown to the Enforcement Officer who had acknowledged receipt of it. It was Mr Cronshaw's view that all information had now been brought together. The improved register had now been in use for three months, and had been used on an experimental basis from 16 December 2012. The weekly logs which Mr Cronshaw had now supplied meant that all documentation was now in compliance.

The Chairman said he was at a loss to understand Mr Cronshaw's relationship with another company. It was up to Mr Cronshaw to keep records not to have them supplied to him by a third party.

Mr Cronshaw said the driver's log stayed in the vehicle; Ardent was his customer, so drivers' bookings had to be sent to him.

The Chairman asked whether it was the case that his records comprised bookings made by a third party. Mr Cronshaw confirmed that this was so.

The Chairman asked what control Mr Cronshaw had over who used the vehicles, bearing in mind the fact that they were stored overnight at a secure location and that when one of the drivers had been stopped by police this had occurred at 11.40am. He was concerned at the level of personal knowledge Mr Cronshaw had regarding those vehicles.

Mr Cronshaw said he insisted each driver filled in a log which he collected.

Councillor Loughlin asked Mr Cronshaw to elucidate his statement during the interview of 28 January that the records he was keeping were "not 100 per cent accurate". Mr Cronshaw said this was because he had made a mistake on the spreadsheet, which had since been corrected. He reiterated that even though that line had been omitted, the drivers' records did have the correct information.

Councillor Loughlin asked questions regarding the invoice from Ardent Parking. Mr Cronshaw said the invoice had been incorrect in that he had not provided consultancy services but transport services in relation to hire of a vehicle.

Councillor Hicks said that the report stated that Mr Cronshaw had explained that drivers were self-employed but were paid direct by Ardent Parking. Mr Cronshaw confirmed that this was correct, except in his own case as he invoiced for his own services.

Councillor Hicks asked whether it was the case that records of bookings kept at Ardent Parking were emailed to him weekly or monthly. Mr Cronshaw said he now received this information daily. Councillor Hicks said the sheets

appeared to have been emailed, and from these Mr Cronshaw made his own records, which indicated that he made his records 'after the event' and that Mr Cronshaw was not in direct contact with his drivers.

Councillor Hicks asked Mr Cronshaw whether he was changing this arrangement.

Mr Cronshaw said this was correct, that he now collected the sheets from the vehicles every other day.

Councillor Hicks asked about Mr Cronshaw's requirement referred to in the report that he asked the management of Ardent Parking to sign to make sure that only licensed drivers were used. He said obtaining such a signature was irrelevant as far as the licensing authority was concerned, as the Council did not licence Ardent Parking but was only concerned with Mr Cronshaw. Agreements he made with third parties were not relevant to his responsibilities as a licensed operator and it was not possible to delegate his responsibilities to another.

Mr Cronshaw said he required Ardent Parking to give him written assurance simply for his own peace of mind.

Councillor Hicks referred to the Enforcement Officer's report stating that he had been asked to provide his records of private hire bookings for the last six months, and asked whether it was the case that the records did not show the driver and vehicle details.

Mr Cronshaw said the records were kept in the vehicles, but he had now designed a new sheet. Ardent Parking's records contained the customer name, vehicle registration, driver details, private hire plate, the time, date, number of passengers, and destination.

The Chairman asked whether Mr Cronshaw had done any checks to see whether the drivers named on the sheets were in fact the ones who had driven.

Mr Cronshaw said he had not.

The Chairman asked whether he could be satisfied that the named driver was the actual driver, and suggested that he could not.

Mr Cronshaw said the forms were filled in by the drivers.

Questions were then put to Mr Cronshaw regarding the nature of his contract with Ardent Parking. Mr Cronshaw said that following the initial six months the contract had not been renewed but had become ongoing because he needed the revenue. Ardent Parking were still taking the bookings.

The Assistant Chief Executive-Legal asked him to clarify the position, asking Mr Cronshaw to confirm that he did not own Ardent Parking, was not a partner in the firm, that they did not employ him; and yet they took the bookings.

Mr Cronshaw confirmed that this was the case.

The Assistant Chief Executive-Legal asked who allocated drivers, and who did so during the overnight period.

Mr Cronshaw said Ardent Parking allocated drivers,

The Assistant Chief Executive put to Mr Cronshaw that Ardent Parking managed the drivers and which driver was allocated to a particular job was down to Ardent Parking.

Mr Cronshaw said yes.

Mr Drinkwater suggested that Mr Cronshaw agreed rotas with Ardent Parking.

Mr Cronshaw agreed that this was so, and said he vetted and interviewed drivers.

Mr Drinkwater then summed up. He referred to the offer of Mr Cronshaw to reach a negotiated settlement; the unreasonableness of prosecuting for failing to keep proper records when this, in his submission, had not been admitted in the first interview under caution, and when in his submission Mr Cronshaw had been put under pressure in the second interview under caution. The contention that Mr Cronshaw had been merely allowing Ardent Parking to operate under his licence was denied. Mr Cronshaw had taken steps to improve his record keeping; and the vehicle weekly log taken together with the documents kept by Mr Cronshaw satisfied the records requirement. There had been complete compliance since January 2013 and the Council had had available all information to indicate total compliance. Mr Cronshaw had held up his hand in relation to the incident where an unlicensed driver had used the vehicle for which he should be given credit. That incident was a one-off. Mr Cronshaw remained a fit and proper person, he had suffered stress due to this situation, he had the support of ULODA and he asked that the Committee take no further action.

Councillor Loughlin asked for clarification of the reference to pressure being placed on Mr Cronshaw during the second interview. She said she did not see any reason for such an inference to be made; the interview was taped; there was nothing in the exchange to indicate there had been pressure brought to bear. She felt the claim that there had been pressure was misleading and she invited Mr Drinkwater to change his choice of wording.

Mr Drinkwater said Mr Cronshaw had felt cornered and he would describe his reaction to that questioning as "reluctant".

The Assistant Chief Executive-Legal said he challenged a case being made on behalf of Mr Cronshaw for being in compliance with proper record-keeping on the basis that the information had been available throughout, although kept in different places. This approach was misguided as records had to be recorded individually, in advance of jobs being undertaken and had to be recorded in a register. The weekly log was a separate document and could not be joined up with Ardent Parking's records. The way the operation had been described was that Ardent Parking was Mr Cronshaw's customer, in which case he should be assigning vehicles to take Ardent Parking's bookings. It seemed he had not been doing that, as it appeared he just obtained information of who took the booking after the event. He invited Mr Drinkwater to comment on this point. Regarding Mr Cronshaw's current circumstances, it might assist the Committee to know what work he now had and how many drivers, as he noted that he now stated he had school contracts, but that in the interview under caution he said he had lost all such contracts.

Mr Cronshaw said he worked alone.

Mr Drinkwater said Mr Cronshaw had lost the school contract work in July 2012, that Ardent Parking was his sole source of revenue apart from work as a relief driver for other operators. In answer to questions Mr Cronshaw said his only source of income now was from Ardent Parking and that he would be tendering for the school contracts again at the end of the month.

At 5.20pm the Committee withdrew to consider its decision, and at 5.50pm returned.

Decision

Having heard from Mr Cronshaw and Mr Drinkwater this afternoon the Committee is not satisfied that Mr Cronshaw is a fit and proper person to hold an operator's licence. It appears to the committee that Mr Cronshaw is acting as a front for Ardent Parking. The owner of that firm, Mr Makepeace, was refused an operator's licence by this Council as he was not considered to be fit and proper. Under the arrangement with Ardent Parking Ardent allocate bookings and allocate drivers (who are paid directly by Ardent) for those bookings. Mr Cronshaw does not appear to have any active part in managing the business at all.

As the Committee is not satisfied that Mr Cronshaw is a fit and proper person his operator's licence will be revoked under section 62 (1) (b) Local Government (Miscellaneous Provisions) Act 1976.

Due to IT issues a full report on this decision will follow (please refer to the note appended to these Minutes).

The Assistant Chief Executive-Legal informed Mr Cronshaw of his right to appeal within 21 days following receipt of the notice of the decision.

LIC46 **DETERMINATION OF A PRIVATE HIRE DRIVER'S LICENCE**

The Assistant Chief Executive-Legal said the matter listed as item 4 on the agenda had been withdrawn.

The meeting ended at 5.55pm.

FULL DECISION NOTICE IN RESPECT OF MINUTE LIC47 ABOVE

Mr Cronshaw has been a private hire operator licensed by this council since 2004. He trades under the style of Stansted Transport Services. Until about July 2012 his main source of income as an operator came from school contracts. Unfortunately the contracts he had come to an end and were not renewed. At about the same time Mr Cronshaw received a request for assistance from Ardent Parking. That firm runs an airport parking and transfer service. The transfer service, taking customers to and from Stansted Airport, falls within the definition of private hire which means that the usual licences are required under the Local Government (Miscellaneous Provisions) Act 1976. An operator's licence was previously held on behalf of Ardent Parking but this had lapsed and was not renewed. An application for the grant of a new operator's licence was made by a Mr Makepeace, understood to be the owner or senior partner of Ardent Parking. However this was refused in May 2012 as the Committee were not satisfied that Mr Makepeace was a fit and proper person. Ardent approached Mr Cronshaw to act as an operator on its behalf in connection with the transfer of passengers.

It appears from the papers before the Committee that Mr Cronshaw applied to licence a vehicle owned by Ardent Parking and that enquiry was made of Mr Cronshaw as to the nature of his relationship with that firm. On 12 July 2012 Mr Cronshaw wrote to the Council stating "My relationship with Ardent Parking is purely a business one. They have asked me to provide a service to take their customers from their premises to the airport and take them back when they return from their trips. I have now purchased their vehicle registration number SG54BVM." From other documents placed before the Committee the Committee infer that the vehicle licence for that car was granted.

On 19 November 2012 police officers on duty saw vehicle SG54BVM being driven by a man known to them as Timothy Dodds, someone they knew did not have a private hire driver's licence. The vehicle bore the livery of Ardent Parking and also had its vehicle licence plate number 966 correctly displayed on the vehicle. The officers stopped the

vehicle and ascertained that Mr Dodds was not insured to drive it as he was not a licensed private hire driver. The officers arranged for the vehicle to be collected by an employee of Mr Cronshaw's who was licensed and therefore insured and reported the matter to the Council. Enforcement officers then commenced an investigation and in that connection obtained copies of Mr Cronshaw's records of bookings.

Following the investigation Mr Cronshaw was interviewed under caution on 2 occasions each time in the presence of his trade representative Mr Barry Drinkwater. On the first occasion Mr Cronshaw admitted to an offence of operating a private hire vehicle with an unlicensed driver. In mitigation he said that he had left others to run the business while he was on holiday and they had not realised that it was an offence for an unlicensed driver to drive the vehicle if it was not being used for transporting passengers. At that interview Mr Cronshaw did not admit the offence of failing to keep records in accordance with the conditions on his licence, although the basis of that denial is not clear.

After that interview Mr Cronshaw produced further records for examination. These consisted of a reproduction of Ardent Parking's records and a vehicle weekly log sheet giving details of a vehicle, the date, start and finish mileage, miles covered and the driver's name. Mr Cronshaw was interviewed under caution with regard to these records. At the conclusion of the interview Mr Cronshaw admitted the offence of failing to keep records as required by conditions issued by this Council.

Mr Drinkwater on behalf of Mr Cronshaw advanced an argument that the records Mr Cronshaw had produced did comply with the Council's conditions. However that clearly is not the case. The conditions of the licence require an operator to keep a record of every booking of a private hire vehicle invited or accepted on his behalf in a register containing certain prescribed information, including the name of the driver and the private hire vehicle number. The Act requires such records to be made by the operator before the commencement of each journey. What happened here according to Mr Cronshaw is that Ardent Parking kept records of its customers which it forwarded to Mr Cronshaw by e-mail either weekly or monthly from which Mr Cronshaw makes up his records. Those records do not identify the vehicle or driver used for any journey. The vehicle weekly log is said to be kept in the vehicle and completed by the drivers. Leaving aside the failure to keep the records in a register which should contain all the information required by the conditions it is not possible by comparing the log with the records to identify which driver using which vehicle conveyed which passengers.

On the balance of probabilities the Committee find as facts that:-

1. Mr Cronshaw, as admitted by him, committed an offence of operating a private hire vehicle being driven by an unlicensed driver
2. Mr Cronshaw has committed a further offence of failing to keep records prior to the commencement of a journey in the form and containing such conditions as the Council has prescribed by conditions in his licence in that:-
 - a. He did not make up his records before the commencement of a journey but sometime after the journey's had been completed
 - b. The records were not kept in a register as required but involved examination of 2 pieces of paper
 - c. The records produced did not identify which driver and vehicle were used in respect of any particular job.
 - d. The records do not state the private hire vehicle number.

An operator's licence may be suspended or revoked on the ground that there has been an offence under or non-compliance with Part II Local Government (Miscellaneous Provisions) Act 1976. It is not necessary for there to be a conviction for that purpose.

On consideration of the papers and hearing evidence and representations from Mr Cronshaw and Mr Drinkwater further issues came to light which show that Mr Cronshaw was not operating the business at all but was effectively allowing his operator's licence to be used by someone who had been refused such a licence as he was not considered to be a fit and proper person. The facts that support that conclusion were provided by Mr Cronshaw and are these:-

1. Mr Cronshaw has no interest in Ardent Parking and vice versa. They have, as Mr Cronshaw put it in his letter of 12 July 2012, a business relationship.
2. Mr Cronshaw does not take bookings for transfers. The bookings are taken by Ardent Parking. Details of the bookings are passed on after the event.
3. Mr Cronshaw does not receive any money in respect of individual bookings. He is paid a weekly fee of £200. In the invoice the Committee has seen this is referred to as a "consultancy fee". Mr Cronshaw said that this was an error on behalf of his wife and partner and that the invoices are now in respect of "transportation services".
4. Mr Cronshaw does not employ any drivers. The drivers are paid directly by Ardent Parking.
5. Mr Cronshaw does not allocate drivers to journeys. This again is undertaken by Ardent Parking

The offences previously referred to came about because Mr Cronshaw has no management responsibilities or control in respect of this operation whatsoever. He is merely providing a front for Ardent Parking. Although Mr Cronshaw holds the operator's licence under which Ardent's business purports to operate in reality what is happening is that a private hire business is being run by a firm the proprietor or senior partner of which is not considered to be a fit and proper person to hold an operator's licence.

The fact that Mr Cronshaw allows an unlicensed person who was considered to be not fit and proper to operate under the authority of his licence is a very serious matter. Coupled with the 2 offences Mr Cronshaw has admitted to it appears to the Committee that Mr Cronshaw is unfit to hold a private hire operator's licence.

In mitigation it was submitted that Mr Cronshaw has changed his approach to record keeping and that he monitors who is driving vehicles more strictly than he was before the offences came to light. It was suggested on his behalf that the type of business being undertaken (transferring air passengers from a car park to the airport and back) is different from the usual private hire operation in that it is customers of the parking company who are the passengers. The Committee do not accept this latter point. As Mr Cronshaw correctly said in his second interview under caution "the hirer is actually Ardent Parking". If Mr Cronshaw were running a bona fide business instead of acting as a front for Ardent then Ardent would pre-book with him when it wanted its customers transferred to or from the airport. Mr Cronshaw or his employees on his behalf would record those bookings in accordance with the legislation and conditions of licence and Mr Cronshaw or his employees on his behalf would allocate the vehicles and drivers to the job. As Mr Cronshaw expressed himself before the Committee this will not happen. Bookings will continue to be taken by Ardent; Ardent will continue to provide historic records of those bookings and will continue to allocate drivers and vehicles. Mr Cronshaw acknowledged that he has no way of checking to ensure that drivers who sign the weekly vehicle log actually undertake the journeys they sign for.

Having reached the conclusion that Mr Cronshaw is not a fit and proper person and having heard the measures which he says he has put in place to try and comply with the legislation which are clearly inadequate for that purpose the Committee revokes his operator's licence under s.62(1)(b) Local Government (Miscellaneous Provisions) Act 1976.