



UTTLESFORD DISTRICT COUNCIL

Council Offices, London Road, Saffron Walden, Essex
CB11 4ER

Service Level Agreement Relating to Roadworthiness Testing of Licensed Hackney Carriages & Private Hire Vehicles in the District of Uttlesford

This document outlines the level of service expected by Uttlesford District Council (the Council) from any Provider wishing to carry out the mechanical and compliance testing of current and prospective Hackney Carriage (HC) and Private Hire (PH) Vehicles in order to ascertain a) their fitness for use as public service vehicles and b) their conformity with the Council's HC and PH conditions.

The Council will ordinarily only consider applications from Providers located inside the Uttlesford District. Where excess demand in the Hackney Carriage/Private Hire trade necessitates consideration of other nearby testing stations, then applications may be considered from providers located within a 5 mile radius from the District boundary.

Any Provider applying to become an 'authorised testing station' of the Council must read, understand and agree to the requirements within this document. The Provider will be notified in writing in advance of any alteration or amendment to this agreement which may be necessary as a result of any policy changes.

The Service

The Provider agrees to;

- **Carry out inspections of motor vehicles to ensure they meet the standards of fitness as set out in the current; (a) Vehicle Inspectorate MOT Inspection Manual, (b) Vehicle Compliance Testing Manual as issued by the Council for HC and PH vehicles, and, (c) HC and PH vehicle conditions and licensing standards as set out in the Council's Licensing Policy.**
- To provide the Council with a documented list showing the names of members of staff who are proposed to undertake compliance tests held under this agreement. This list must be provided

upon application and promptly updated as and when any changes in relevant staff occur. This information must be provided to the Council prior to those changes taking effect other than in exceptional circumstances.

- **Ensure that no one other than a qualified or accredited class 4 MOT tester who has been identified as such on the application form undertakes compliance tests on behalf of the Council.**
- Carry out compliance tests within five working days of a request by the proprietor of a vehicle, and to endeavour where possible to accommodate short notice requests within a minimum of 48 hours.
- **Contact the Council's Licensing Team immediately upon the failure of any vehicle to satisfy the requirements of the compliance test providing a copy of the compliance test sheet outlining the reasons for failure, excepting only when the failed item/s have been rectified and passed before the vehicle leaves the testing station site.**
- Provide the vehicle proprietor with the compliance test sheet immediately upon completion of the test, and to send a copy via email to the Council by the conclusion of the day in which the test was carried out.
- **Take and supply the Council with legible time stamped electronic photographs of the vehicle while at the testing station showing both the front and rear thereof, including registration plates. These are to be provided alongside the compliance test sheet. Where a vehicle is failed for any cosmetic reasons, a photograph evidencing this shall also be provided.**
- Have a CCTV surveillance system in good working order covering internal and external areas, and to make video footage available upon request by authorized officers of the Council.
- **Ensure and be able to demonstrate that any tester who undertakes the testing of wheelchair accessible vehicles (WAVs) and their restraints, ramps and fittings, is suitably trained to do so.**

Management Responsibilities of the Provider

The provider will:

- **Inform the Council immediately in writing of any change to the operation of its business including (but not limited to); proposed sale or transfer of the Company or assets, bankruptcy, closure or enforcement action by the DVSA.**
- Notify the Council of any change to its vehicle testing station Risk Rating following inspection carried out by the DVSA.

- **Keep copies of all compliance tests carried out for a period of at least one year from the date of test and provide statistics showing the number of compliance tests carried out, the number of failed tests and reasons for failure for a period of at least 1 calendar year. These must be made available for inspection upon request by an authorized officer of the Council.**
- Ensure that all named testers authorised to carry out compliance tests on behalf of the Council are familiar with all aspects of the Vehicle Compliance Testing Manual as issued by the Council for HC and PH vehicles, and the HC and PH vehicle conditions and licensing standards as set out in the Council's Licensing Policy.
- **Charge a realistic inspection fee that covers the full cost of the vehicle compliance test inspection and any retests. The Council does not currently set the test fees and prefers to let market forces determine the fee payable, although it will consider setting the fee that can be levied if the circumstances arise.**

Monitoring the Service

- **The effectiveness and efficiency of the service will be the subject to ongoing review and analysis. This may include premises inspections, monitoring of service standards, compliance with the agreement, auditing of test standards, etc.**
- The agreement may be terminated by the Council at any time where the Provider has repeatedly failed to comply with the requirements of this agreement. The Council will inform the Provider in writing on any occasion it considers it to have failed to comply outlining the reason/s why, and will where practicable provide 28 days' written notice whereby termination is deemed necessary. However, where the Council considers the reason/s for termination to be of a serious nature and the notice period is therefore not appropriate, this decision can take immediate effect and will be communicated as such.
- **Where a Provider has received notice of termination, it will have 14 days from receipt of the notice to appeal the decision to an Assistant Director of the Council not involved in the termination process, who will issue a reasoned decision in writing 20 working days from receipt of the appeal. This decision will be final. Where a notice of termination is given with immediate effect, the Provider will not be permitted to operate under the terms of the contract until the appeal has been heard.**

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