

Hotel Transport

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Hire and reward

- Primary Legislation
 - Local Government Miscellaneous provisions Act 1976
 - Police and Town Clauses Act 1847
 - Road Traffic Offenders Act 1988
 - Road Safety Act 2006
 - Public Passengers Vehicle Act 1981
 - Local Government Act 1972 s222



- The term operate?

- “Operate means in the course of a business to make provision for the invitation or acceptance of bookings for a private hire vehicle;
- LGMPA1976 s.80



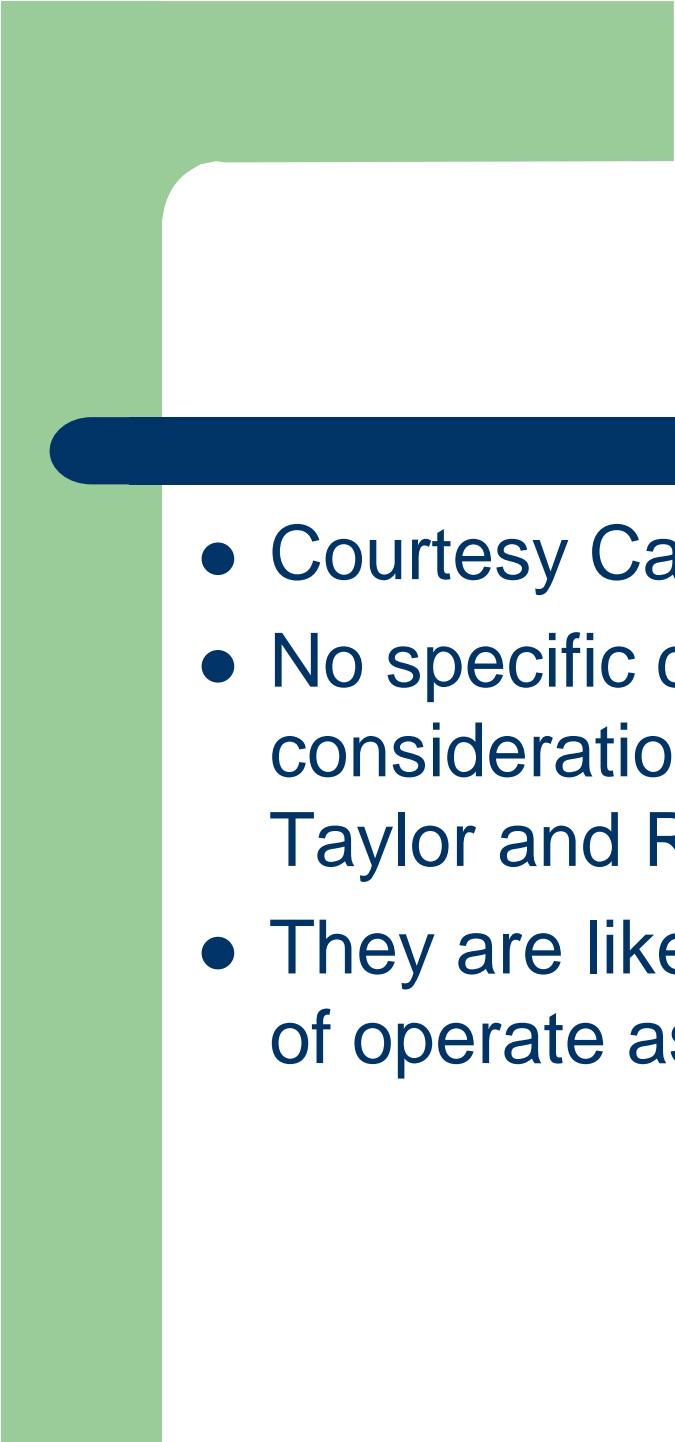

- Payment?

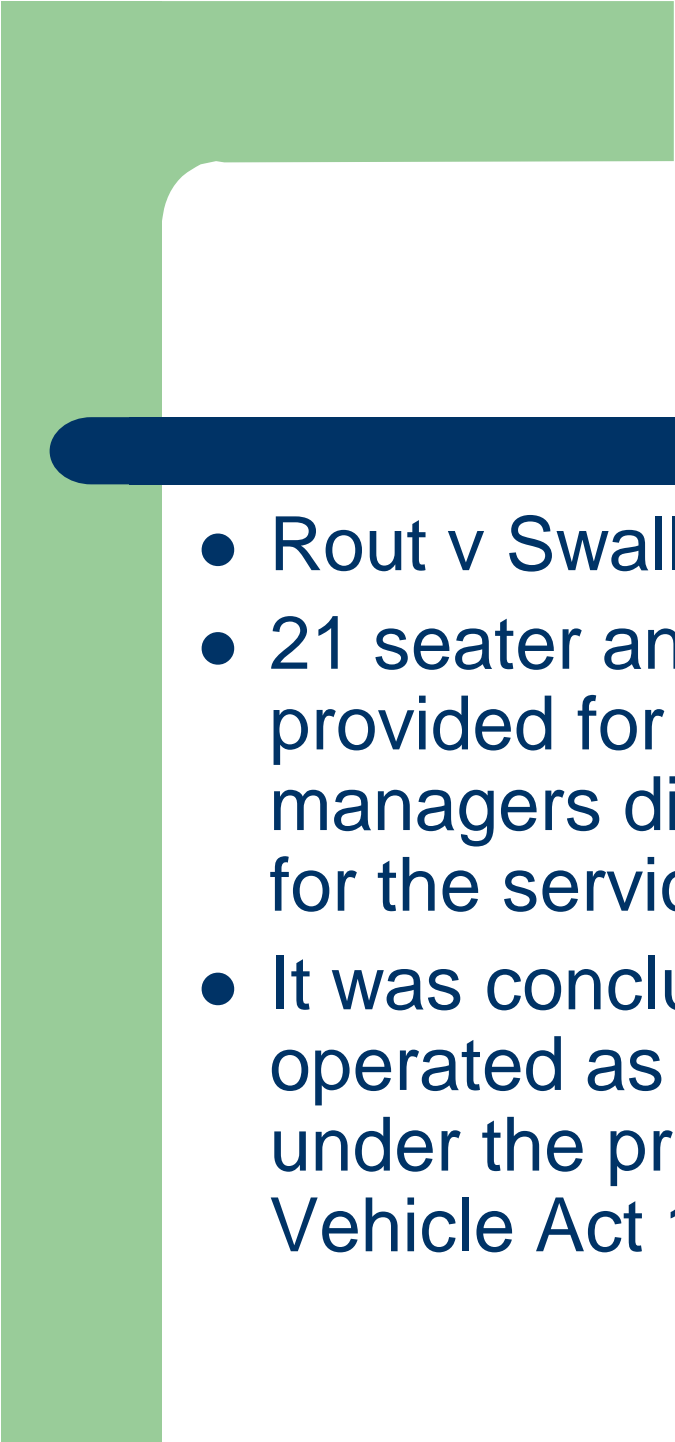

- The case *St Albans District Council V Taylor* decided that there did not have to be any payment for there to be a hiring and, therefore, if the operator supplied a vehicle free of charge, he was still operating
- *Regina v Spooner* also supports this where no payment is made
- *Benson V Boyce* also characteristic use as oppose to a specific occasion

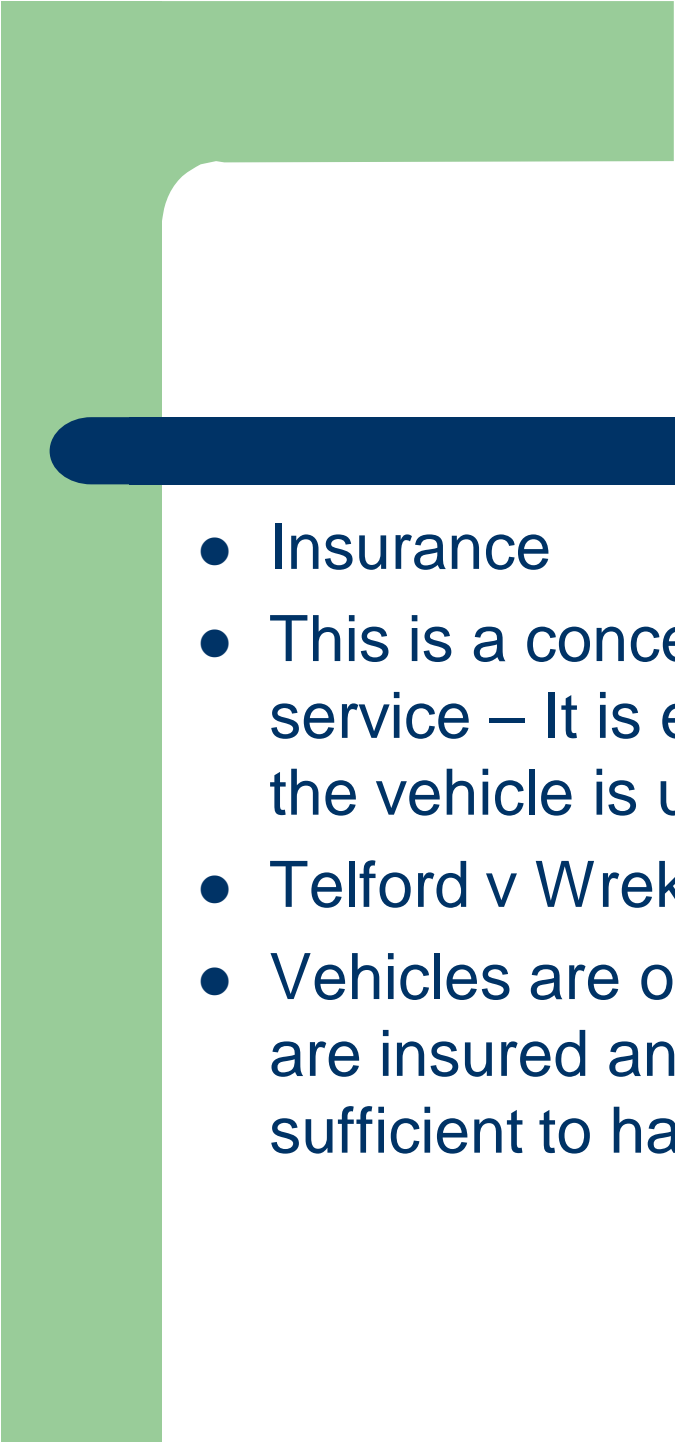



- **Contract Hire**

- Until 28th January 2008 LG(MP)A'76 s75(1)(b) was in force
- This was repealed as a result of the Road Safety Act 2006
- Under the old law the general approach was that any long – term contract for the supply of a vehicle and a driver would be able to be discharged by the provision of an unlicensed vehicle and driver
- *Pitts v Lewis*
- *Leeds City Council v Azam*
- *Crawley Borough Council v Ovenden*

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- Courtesy Cars
 - No specific case however taking into consideration the findings in *St Albans v Taylor and Rout v Swallow Hotels Ltd*
 - They are likely to fall under the requirement of operate as referred to previously

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- Rout v Swallow Hotels Ltd
 - 21 seater and 11 seater coach and minibus, provided for customers operated at the managers discretion, there was no payment for the service
 - It was concluded that they were in fact being operated as PSV vehicles and would fall under the provision of the Public Passengers Vehicle Act 1981

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- Insurance
 - This is a concern - Hire and reward for a pre booked service – It is easy for insurance to be invalidated if the vehicle is used for plying for hire.
 - Telford v Wrekin Borough council v Ahmed
 - Vehicles are only insured for the purposes that they are insured and for no other – It is unlikely to be sufficient to have “in the course of the business”!

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- Licence applications – where we go from here?