



DESIGNATED LOCAL AREA HACKNEY PILOT PROGRAMME 2019

TERMS AND CONDITIONS

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NATIONAL TRANSPORT AUTHORITY DESIGNATED LOCAL AREA HACKNEY PILOT PROGRAMME 2019

1. Definitions and Interpretation

1.1 Definitions

“2013 Act” means the Taxi Regulation Acts 2013 and 2016;

“Applicant” means a person who signs the application form for the Pilot Programme;

“Approved Applicant” means an Applicant who receives a Provisional Grant Letter;

“Company” means a company formed and registered under the Companies Act;

“Designated Local Area Hackney” means a vehicle that is licensed in accordance with the SPSV Regulations to operate as a hackney in respect of the area specified by NTA for the purposes of the Pilot Programme;

“Grant” means the sum or sums of money being made available by NTA to the Approved Applicant pursuant to, and in accordance with, the Provisional Grant Letter and these Terms and Conditions;

“Local Area Hackney” means a vehicle that is licensed by NTA in accordance with the SPSV Regulations to operate as a hackney in respect of a specified area;

“Local Area Hackney driver licence” means a licence granted by An Garda Síochána in respect of a person to drive a Local Area Hackney for the carriage of persons for reward;

“Owner” means, in relation to a Local Area Hackney, any of:

- a) the Registered Owner of the Local Area Hackney; or
- b) the person whom a member of An Garda Síochána or an officer of NTA can reasonably ascertain keeps or has possession or charge or control, whether actual or constructive (including arising from a leasing or similar arrangement) of the Local Area Hackney;

“Pilot Programme” means the Designated Local Area Hackney Pilot Programme 2019;

“Provisional Grant Letter” means a letter in which NTA offers to make available to the Approved Applicant a Grant subject to certain conditions;

“Recipient” means an Applicant who receives or is in the process of receiving a Grant;

“Service” or “Services” means the carriage or intended carriage for reward of persons who travel in accordance with the SPSV Regulations;

“Services Period” means the aggregate of

- a) the period of twelve (12) months from the date of issue of the Local Area Hackney licence or the Local Area Hackney driver licence whichever is the later; and
- b) to the extent of paragraph 8.3 applies, the period during which the Local Area Hackney is not being used in the provision of Services;

“Small Public Service Vehicle” or “SPSV” has the meaning assigned to it by section 2 of the 2013 Act;

“SPSV Regulations” means the Taxi Regulation (Small Public Service Vehicle) Regulations 2015;

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“Specified Event” means any event or circumstance specified as such in paragraph 6.2 (Cancellation and Repayment);

“SPSV Driver Licence” means a licence to drive an SPSV granted to an individual in accordance with the SPSV Regulations;

“Tax” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

“Working Day” means a day (other than a Saturday or Sunday or public holiday) on which banks are open for general business in Ireland.

1.1 Interpretation

- (a) Unless a contrary indication appears, a reference in these Terms and Conditions to:
- (i) the “NTA”, “Applicant”, “Approved Applicant”, “Recipient”, any “Party” or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) a provision of law is a reference to that provision as amended or re-enacted; and
 - (iii) a time of day is a reference to Ireland time.
- (b) Paragraph and Schedule headings are for ease of reference only.

1.2 Currency symbols and definitions

“€” denotes the lawful currency of Ireland.

2. The Grant

- 2.1 NTA may make available to the Approved Applicant from time to time a Grant, subject to, and in accordance with, the Provisional Grant Letter issued by NTA and these Terms and Conditions.
- 2.2 The Pilot Programme commences on 21 August 2019.
- 2.3 The last date for the receipt by NTA of applications for the Pilot Programme is 30 September 2019.
- 2.4 The Approved Applicant must have completed the licensing process within 60 calendar days of receiving the Provisional Grant Letter, meaning
- (a) the proposed Local Area Hackney vehicle must have passed its initial suitability test and have been granted a licence; and
 - (b) the proposed driver(s) must have been granted an SPSV driver licence by that date in order to qualify for the Grant.
- 2.5 NTA may reject an application if the Applicant has had a prosecution or complaint (in respect of SPSV operation) upheld against them within the 24 months preceding the application or where such is pending while the application is in progress.

3. Payment of the Grant

- 3.1 NTA shall not have any obligation to any Approved Applicant under any Provisional Grant Letter or these Terms and Conditions, including, without limitation, to make available any Grant, unless and until NTA has received in form and substance satisfactory to NTA evidence of the fulfilment of the conditions precedent specified in the Provisional Grant Letter and these Terms and Conditions. Such conditions are for the sole benefit of NTA and may be

waived or deferred in whole or in part and with or without conditions by NTA in its absolute discretion.

- 3.2 The Grant, or any part thereof, shall be issued to the Approved Applicant's nominated bank account within twenty (20) Working Days of the conditions specified in the Provisional Grant Letter for such Grant being satisfied in a manner acceptable to NTA.

4. Acknowledgement by the Recipient

The Recipient hereby acknowledges that:

- (a) NTA, in making the Grant available to the Recipient, is not acting as a lender or finance provider of any kind;
- (b) the Local Area Hackney purchased by the Recipient in accordance with these Terms and Conditions is the sole responsibility of the Recipient and, for the avoidance of doubt, NTA does not accept any responsibility or liability in relation to Local Area Hackney or any agreements associated therewith; and
- (c) NTA may monitor and take steps to determine the compliance by the Recipient with its obligations relating to the Local Area Hackney and these Terms and Conditions.

5. Use of Local Area Hackney

5.1 The Recipient shall:

- (a) make the Local Area Hackney available for the purpose of providing the Services for the Services Period in accordance with these Terms and Conditions;
- (b) drive the Local Area Hackney himself or herself or, where the vehicle is being driven by others, shall ensure that any driver of the vehicle:
 - (i) holds a valid SPSV driver licence; and
 - (ii) registers their contact details for the booking of the Services with NTA and its specified representatives for publication.

5.2 The Local Area Hackney shall not be used as any other form of SPSV while licenced as a Local Area Hackney.

5.3 These Terms and Conditions shall apply also to any vehicle which is substituted for, or is replacing, the Local Area Hackney during the Services Period for any reason.

6. Cancellation and Repayment

6.1 NTA may close or cancel this Pilot Programme at any time without prior notice.

6.2 NTA may stop payment of the Grant and/or revoke and cancel the Grant and require and demand repayment of the amounts previously paid by it (or such lesser amount in respect of the Grant as NTA may determine to be appropriate in the prevailing circumstances) if any one or more of the following events occur:

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- (a) if the Approved Applicant or Recipient commits a breach of any of these Terms and Conditions and fails to rectify such breach within ten (10) Working Days after written notice thereof has been served by NTA on the Approved Applicant or Recipient;
- (b) if the Approved Applicant or Recipient, being a body corporate, enters into liquidation whether compulsory or voluntary or becomes insolvent or enters into receivership or examinership or enters into any arrangement with its creditors or takes or suffers any similar action in consequence of debt other than a bona fide amalgamation or reconstruction of the Approved Applicant or Recipient;
- (c) if the Approved Applicant or Recipient, being a natural person, is declared bankrupt or enters into any arrangement with his or her creditors or takes or suffers any similar action in consequence of debt;
- (d) if it becomes unlawful for NTA to perform any of its obligations as contemplated by these Terms and Conditions;
- (e) if, at any time during the Services Period, the Recipient ceases to make the Local Area Hackney available for the purpose of providing the Services;
- (f) if the Recipient suspends or ceases to carry on (or threatens to suspend or cease to carry on) within the Services Period:
 - (i) all or a material part of his, her or its business or trade; or
 - (ii) the provision of the Services,without the prior written consent of NTA;
- (g) if the Approved Applicant or Recipient rescinds or purports to rescind or repudiates or purports to repudiate these Terms and Conditions or evidences an intention to rescind or repudiate these Terms and Conditions; or
- (h) the Local Area Hackney which has suffered damage or loss (as referred to in paragraph 8.3) has not been replaced in accordance with paragraph 8.3 within two (2) months of the event giving rise to the damage or total loss occurring.

6.3 The Approved Applicant or Recipient hereby agrees that on the occurrence of any of the events referred to in paragraph 6.2:

- (a) it shall immediately notify NTA of the occurrence of such event in writing; and
- (b) within ten (10) Working Days of the date of a written demand from NTA it shall repay to NTA the amount determined by NTA as to be paid to it in respect of the Grant together with all costs incurred by NTA in the recovery of such monies.

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6.4 The amount specified by NTA in any notice issued pursuant to paragraph 6.2 in relation to the amount of the Grant or, if applicable, its costs shall, except in the case of manifest error, be conclusive.

6.5 If the Recipient fails to pay any amount payable by it under these Terms and Conditions on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment at the European Central Bank rate plus 2%. Any interest accruing under this paragraph 6.4 shall be immediately payable by the Recipient on demand by NTA.

7. **Operation, Maintenance and Repair**

7.1 The Recipient shall operate the Local Area Hackney:

- (a) during the hours committed to by the Applicant and confirmed in the Provisional Grant Offer letter. No alterations to this Service availability may be made without the prior written consent of NTA;
- (b) in the normal and ordinary course of its operations and in a careful manner and not for any purpose for which it is not designed or reasonably suited; and
- (c) in accordance with all applicable laws.

7.2 The Recipient shall at its own expense register the Local Area Hackney and pay any applicable registration fees, licence fees, vehicle inspection fees, Taxes, tolls or other costs and expenses payable in connection with the purchase, registration and/or licensing of the Local Area Hackney SPSV.

7.3 The Recipient shall ensure that no modification to or change or alteration in the Local Area Hackney is made without the prior written consent of NTA except as is:

- (a) necessary for compliance with applicable laws;
- (b) required by the manufacturer; or
- (c) attributable to fair wear and tear.

No modifications, alterations and improvements made or proposed may have the effect of reducing the roadworthiness, utility or remaining useful life of the Local Area Hackney.

7.4 NTA shall have the right at any time on reasonable notice (being not less than one (1) Working Day) to inspect the Local Area Hackney. The Recipient shall make the Local Area Hackney available to and otherwise facilitate NTA or its representatives in the inspection of the Local Area Hackney at an NTA nominated inspection centre.

7.5 The Recipient shall:

- (a) maintain all such records, information and documents that are required to be maintained in respect of the Local Area Hackney to comply with any applicable laws and in accordance with prudent ownership, operating and management practice;

- (b) keep accurate, complete and up to date records concerning the Local Area Hackney and of all maintenance, repairs, additions, alterations and modifications to the Local Area Hackney; and
- (c) permit NTA or its representatives at any time on reasonable notice to examine and take copies of such records, information and documents.

8. Insurance and Replacement

- 8.1 The Recipient shall ensure that such insurances in respect of the Local Area Hackney as may be required by law are taken out and maintained, and shall furnish such evidence in this respect as NTA may require.
- 8.2 If there should be damage to or loss of the Local Area Hackney through fire or accident or any other cause during the Services Period, the insurance or other compensation received by the Recipient shall be used forthwith to restore the Local Area Hackney so damaged or lost.
- 8.3 If there should be damage to or loss of the Local Area Hackney resulting in that SPSV being unavailable for use in the provision of Services during the Services Period in accordance with all applicable legal requirements, the Recipient may, subject to licensing in accordance with the SPSV Regulations, substitute for such Local Area Hackney any other vehicle owned by it provided that such vehicle meets the standards applicable to a Local Area Hackney at the time of replacement.

9. Information Undertakings

These undertakings remain in force from the date of issue of the Grant for the Services Period.

- (a) The Recipient shall supply evidence, in a form and substance satisfactory to NTA, that the Recipient has provided the Services in accordance with the Provisional Grant Offer and these Terms and Conditions.
- (b) The Recipient shall notify NTA of any Specified Event (and the steps, if any, being taken to remedy it) within ten (10) Working Days of becoming aware of its occurrence.

10. General Undertakings

The Approved Applicant and Recipient shall comply with all applicable laws and legal requirements in connection with the performance of its obligations under these Terms and Conditions.

11. Changes to the Approved Applicant or Recipient

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The Approved Applicant or Recipient may not assign any of its rights or transfer any of its rights or obligations under these Terms and Conditions without the consent in writing of NTA.

12. Notices

12.1 Where either NTA or the Approved Applicant or Recipient is required to notify the other pursuant to these Terms and Conditions, or otherwise wishes to communicate with the other, such notice or communication may be served:

- (a) in the case of the Approved Applicant or Recipient to NTA:
 - (i) by post to: ***DLAH Pilot Programme 2019. PO Box 436, City North Business Park, Tuam Road, Galway;*** or
- (b) in the case of NTA to the Approved Applicant or Recipient:
 - (i) by post or delivery to the address provided on the Pilot Programme application form or as subsequently amended and notified in writing to NTA;
 - (ii) by e-mail to address provided on the Pilot Programme application form or as subsequently amended and notified in writing to NTA; or
 - (iii) by such other means as NTA may consider appropriate.

12.2 Any notice or communication so served shall be deemed duly served:

- (a) in the case of post, forty eight (48) hours after posting or if delivered by hand, on delivery; or
- (b) in the case of e-mail or other forms of instantaneous communication, upon delivery.

12.3 If notification is by telephone or in person, it will only be effective if confirmed by written notice served in accordance with this paragraph 12 within five (5) Working Days of such notification by telephone or in person.

13. Governing Law

These Terms and Conditions are governed by and shall be construed in accordance with Irish law.