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LOCAL HACKNEY PILOT

TERMS AND CONDITIONS

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# NATIONAL TRANSPORT AUTHORITY LOCAL HACKNEY PILOT

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## NATIONAL TRANSPORT AUTHORITY LOCAL HACKNEY PILOT

### 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 Local Hackney Pilot;

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

**“Company”** means a company formed and registered under the Companies Act 2014;

**“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;

**“De minimis Regulation”** means Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid (OJ L 352, 24.12.2013 p 1-8);

**“Excluded Aid”** has the meaning given to it in the de minimis Regulation;

**“Journey Record Form”** means a document detailing the journeys undertaken under the scheme in a given calendar month. The form of a Journey Record Form shall be that set out in Schedule 1 to these Terms and Conditions or a form substantially to the same effect.

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

**“Local Area Hackney Driver’s Licence”** means a licence granted in respect of a person to drive a Local Area Hackney for the carriage of persons for reward;

**“Local Area Hackney Licence”** means a small public service vehicle licence granted in respect of a Local Area Hackney;

**“Local Hackney”** means, in these Terms and Conditions, a Local Area Hackney;

**“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;

**“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

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- a) the period of twelve (12) months from the date of issue of the later of the Local Area Hackney Licence and the Local Area Hackney Driver's Licence; and
- b) to the extent that 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;

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

**"SPSV Driver's 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.

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### **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 Irish 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 Local Hackney Pilot commences on 6 January 2023.
- 2.3 The last date for the acceptance by NTA of applications for the Local Hackney Pilot is 28 February 2023.
- 2.4 The Approved Applicant must have completed the licensing process within 30 working days of receiving the Provisional Grant Letter for the Local Area Hackney Vehicle licence, meaning
  - (a) the proposed Local Area Hackney vehicle must have passed its initial suitability test and have received a licence; and
  - (b) the proposed driver(s) must have a Local Area Hackney Driver’s 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 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

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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 total amount of the grant is €6,000.
- 3.3 The Grant shall be paid in 12 monthly payments of €500.
- 3.4 The Applicant must have submitted a completed Journey Record Form to the NTA by the 5<sup>th</sup> working day of each month (Schedule 1 Journey Record Form).
- 3.5 Where the requirements of the Provisional Grant Letter and these Terms and Conditions, have been met, NTA will issue the monthly grant payment to the Approved Applicant's nominated bank account within twenty (20) Working Days of receipt of the completed Journey Record Form.
- 3.6 Monthly grant funding will be available in respect of Services provided within the period of twelve (12) months from the date of issue of the later of the Local Area Hackney Vehicle Licence and the Local Area Hackney Driver's Licence. Journeys undertaken outside of this period will not be eligible for grant funding
- 3.7 Where no Services are provided in a given calendar month, or where Services are provided but a completed Journey Record Form is not provided to NTA, no grant funding will be payable in respect of that month.

### **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 the Local Area Hackney or any agreements associated therewith; and
- (c) NTA may monitor and take steps to determine compliance by the Recipient with its obligations relating to the Local Area Hackney and these Terms and Conditions.

### **5. Use of Local Area Hackney**

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- 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 it is being driven by others, shall ensure that any driver of the Local Area Hackney holds a valid SPSV driver's licence.
- 5.2 (a) The Recipient shall not without the prior written consent of NTA use or permit the use of the Local Area Hackney except in accordance with paragraph 5.1 above.
- (b) These Terms and Conditions shall apply also to a Local Area Hackney, which is substituted for, or is replacing, a Local Area Hackney during the Services Period.
- 5.3 The Recipient may only pick up passengers within a specified designated area, approved by NTA and notified to the Approved Applicant. A map of each designated area is provided to each Approved Applicant.
- 5.4 The Recipient may drop passengers to points outside of the designated area.
- 5.5 The Recipient may not pick up a new fare at any point outside its designated area shown on the vehicle licence and area map (including a drop off point), which must always be carried in the vehicle.

## 6. Cancellation and Repayment

- 6.1 NTA may close or cancel this Local Hackney Pilot at any time without prior notice.
- 6.2 NTA may stop payment of the Grant and/or revoke and cancel the Grant and demand repayment of some or all of the Grant amounts paid to the Recipient by it as NTA may determine to be appropriate in the circumstances) if any one or more of the following events occur:
- (a) if the Approved Applicant or Recipient commits a breach of any of the terms, conditions or warranties 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;

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- (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 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; and
- 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 to be paid to it in respect of the Grant together with all costs incurred by NTA in the recovery of such monies.
- 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 6.5 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 Approved Applicant and confirmed in the Provisional Grant Offer. No alterations to this Service availability may be made without the prior written consent of NTA save for the provision of any additional service hours to those confirmed in the Provisional Grant Offer.
  - (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

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- (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, Tax, tolls or other costs and expenses payable in connection with the purchase, registration and/or licensing of the Local Area Hackney.
- 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 which may have the effect of reducing the roadworthiness of the Local Area Hackney except as is:
  - (a) necessary for compliance with applicable laws; or
  - (b) required by the manufacturer; or
  - (c) attributable to fair wear and tear.

The Recipient may, at its own expense, make modifications, alterations and improvements to the Local Area Hackney (including making any associated changes to the manuals and technical documents) if such modifications, alterations and improvements do not have the effect of reducing the roadworthiness, utility or remaining useful life of the Local Area Hackney.
- 7.4
  - (a) NTA shall have the right at any time on reasonable notice (being not less than one (1) Working Day) to inspect, or to require (at such address as it may specify) the inspection of, the Local Area Hackney.
  - (b) The Recipient shall make the Local Area Hackney available to NTA if NTA exercises its rights and shall otherwise facilitate NTA's inspection of the Local Area Hackney.
- 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. This includes insurance, tax clearance and motor tax documentation and accounting records relating to the Local Area Hackney.
  - (b) keep accurate, complete and up to date records concerning the Local Area Hackney and of all maintenance, repairs, additions, alterations and modifications to, and removal of parts from, 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

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- 8.1 The Recipient shall ensure that such insurances in respect of the Local Area Hackneys 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 it 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 Local Area Hackney standards applicable to an SPSV at the time of replacement.

### **9. Information Undertakings**

The undertakings in this paragraph 9 (Information Undertakings) remain in force from the date of issue of the Grant for the Services Period.

- (a) The Recipient shall make available to NTA immediately upon request, copies of the Journey Record Form in respect of the vehicle for the previous month or shall supply to NTA evidence in form and substance satisfactory to NTA that the Recipient has provided the Services in accordance with these Terms and Conditions.

### **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**

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 prior written consent 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:

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- (a) in the case of the Approved Applicant or Recipient to NTA:
    - (i) by post to: ***SPSV Regulation National Transport Authority, Dún Scéine, Harcourt Lane, Dublin 2***; or
  - (b) in the case of NTA to the Approved Applicant or Recipient:
    - (i) by post or delivery to such address as provided by the application in the grant application form or as subsequently amended and notified in writing to NTA;
    - (ii) by e-mail to such address as may be notified in writing by the Applicant, Approved Applicant or Recipient to NTA from time to time; 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, facsimile transmission and 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 13 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.
14. **State Aid Rules**
- 14.1 There is currently a three year horizon applicable to aid made available pursuant to the de minimis Regulation. Accordingly, the total amount of de minimis aid granted per Member State to a Single Undertaking shall not exceed €200,000 over any period of three fiscal years. If an Applicant has received aid under the de minimis Regulation or any other de minimis frameworks exceeding this amount in the current financial year and its previous two financial years, it will not be eligible for grant aid under the Local Hackney Pilot.
- 14.2 An Approved Applicant will need to declare any amount made available under the Local Hackney Pilot to any other aid awarding body who requests information on how much de minimis aid it/they have received.
- 14.3 The amount of the Grant being made available under the Local Hackney Pilot to an Approved Applicant shall not exceed the Maximum Available Amount.

