

ENVIRONMENTAL DEVELOPMENT

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SERVICE LEVEL AGREEMENT:

TAXI MARSHALLING SCHEME



OXFORD CITY COUNCIL
TAXI MARSHALLING SCHEME
SERVICE LEVEL AGREEMENT

This is an agreement between:

The Client: Licensing Authority, Oxford City Council, Ramsay House,
10 St. Ebbes Street, Oxford, Oxfordshire, OX1 1PT.

The Contractor:

1. Purpose of Service Level Agreement

To provide licensed and accredited door supervisors to deliver Taxi Marshall Services in Gloucester Green and Carfax / Queen Street (or as otherwise instructed by the Client) taxi ranks, Oxford in line with the terms and conditions negotiated and detailed below.

2. Financial Value of Agreement

The financial value of this agreement is £

This breaks down as follows:

Number of Taxi Marshals: 4
Number of hours per week: 40

Taxi Ranks to be marshalled: Gloucester Green & Carfax
(or as otherwise instructed by the Client)
Friday: 11.00 p.m. until 04.00 a.m. the following morning
Saturday: 11.00 p.m. until 04.00 a.m. the following morning

Financial contributions to the scheme to be as follows:

Oxford City Council: £

The agreed sum will be paid in monthly instalments upon receipt of an invoice from the contractor. Should additional taxi marshalling services be required (for example during traditional holiday periods), the financial arrangements are to be agreed within this agreement. Payments will be made direct to the contractor within 30 days on receipt of invoice.

3. Duration of Agreement

This agreement is for the month of December 2011 only (save for the morning of 1st January 2012), commencing on Friday 2nd December 2011 and expiring on 1st January 2012.

The agreement will be reviewed after the trial with the service provision arrangements in December 2011 in preparation for a potential 2012 / 2013 full calendar year delivery.

4. Service Level Provision

4.1 The Contractor, shall:

- Provide a professional Taxi Marshalling service to Oxford.
- Ensure that the Taxi Marshals and hours invoiced for reflect the Taxi Marshals and hours actually worked.
- Provide the Licensing Authority with a debrief of any occurrences on the next available working day (usually Monday) through a meeting with the Licensing Authority at Ramsay House, St. Ebbes Street, Oxford.
- Adhere to the “Code of Practice” contained within this document.
- At all times during the lifetime of this Agreement shall maintain all such insurances (including employer’s liability insurance) as may be required by law, together with the following policies, and shall be taken out with an insurance office of repute. These include a public liability insurance policy covering all usual risks which are normally covered by such policies, with a minimum policy limit for a single incident of not less than £1 million. And upon request, produce to the client copies of such insurance policies and receipts for any renewal premiums in respect thereof.
- Not disclose the contents of this Agreement to any person, and shall ensure that none of their personnel does so without the express prior consent of the client.
- Ensure that any equipment supplied by the client is maintained in good order, particularly any radio which may from time to time be provided by the Council shall be kept under strict control and any problems or breakdown be reported immediately.
- Carry out such risk assessments as are required under Health and Safety at Work Legislation and provide a copy of these to the client

4.2 The Client, shall:

- Obtain a weekly report from the Taxi Marshals regarding start and finish times and forward a copy to the contractor.
- Provide a job description of a Taxi Marshall (contained within this document).
- Provide a pre-meeting with the Taxi Marshals on the preceding working day prior to each weekend to be worked (usually Thursday) through a meeting with the Licensing Authority.
- Pay any invoice submitted by the contractor with 30 days of receipt of invoice (subject to the contractor stating that the invoice is correct).
- Obtain entry to the Radio-Link scheme and provide the necessary equipment to the contractor.
- Provide note pads and stationary to the Taxi Marshals supplier, in order that the Taxi Marshals may make notes of their observations whilst carrying out their duties.
- Adhere to the “Code of Practice” contained within this document.
- Not disclose the contents of this Agreement to any person, and shall ensure that none of their personnel does so without the express prior consent of the contractor.

5. Code of Practice

5.1 The Contractor, shall:

- Provide trained Taxi Marshals licensed as door supervisors by the Security Industry Authority.
- Ensure that all Taxi Marshals have read and are aware of this 'Code of Practice' and their requirements as detailed at 5.2.
- As much as possible, provide the same Taxi Marshals to the same ranks to ensure continuity.
- Ensure that the Taxi Marshals arrive promptly on duty when required.
- Provide a named contact for each contract being undertaken.
- Ensure that a member of the Taxi Marshals is aware of the contents of the weekly "Radio-Link" meetings held by Thames Valley Police and Security companies in Oxford.
- Ensure all Taxi Marshals wear the high visibility jackets with 'Oxford City Council Licensing Authority' logo attached, as supplied by the Licensing Authority.
- Ensure that any person employed as a Taxi Marshall has the relevant communication and language skills for the location in which they will be working.
- Report any issues immediately to the Licensing Authority

5.2 Taxi Marshals, shall:

- Comply with the conditions of their SIA licence.
- Arrive on time, logging on (and off) via the Radio Link scheme and / or CCTV suite.
- Wear the high visibility jacket provided by Oxford City Council at all times during shift.
- Remain on the rank at all times (unless using the 'local' facilities).
- Where a situation may occur resulting in the Taxi Marshall with the radio not being able to report for the shift, it is the responsibility of that Marshall to get the radio to the remaining Marshall.
- Have an understanding of the difference between a Taxi (Hackney Carriage Vehicle) and a Private Hire Vehicle, so as to ensure that only Hackney Carriage Vehicles licensed by Oxford City Council access the rank, and an understanding of the conditions, criteria and regulations regarding the licensing of drivers and vehicles with the Licensing Authority.
- Be responsible for a queuing system on the rank and match passenger number to Hackney Carriage Vehicles (Black Cabs).
- Have an understanding of the local taxi tariff in order to provide advice to the general public.
- Ensure that lone females, vulnerable persons or persons accompanied by children are adequately supervised.
- Not show any bias towards any licensed driver or company.
- Advise any Private Hire Drivers of Private Hire Vehicles that may be waiting nearby without a booking to move on, as their actions constitute "plying for hire", and to note the details of the vehicle make, model, colour and licence plate and if possible the Private Hire Driver badge number in their note pad.

- Prevent conflicts from arising on the rank and between the general public and taxi drivers by ensuring order and providing conflict management.
- Ensure that every driver that pulls up at the rank is displaying his or her Hackney Carriage Driver “badge”, identifying such a person as being licensed by Oxford City Council.
- Pass the details of any Taxi Driver who behaves in a manner that gives cause for concern, to the Licensing Authority or an officer of Thames Valley Police as soon as possible, including name, date and badge number.
- Have an understanding of drivers rights to:
 - (i) Refuse fares where they have a reasonable excuse.
 - (ii) Set the price of a fare prior to departing if the journey takes them beyond the City boundary.
- Have an understanding that when attempting to enter a licensed vehicle, that passengers must:
 - (i) Not be excessively drunk
 - (ii) Not be violent
 - (iii) Not be abusive
 - (iv) Not eat
 - (v) Not drink
 - (vi) Not smoke
 - (vii) Know their destination and relay such information to the driver
 - (viii) Have the required finances to pay for the journey.
- Use the Radio-Link appropriately to communicate with officers of Thames Valley Police and other Security Staff.
- Make contact with an officer of the Licensing Authority if such assistance is required in the event that the Taxi Marshall believes the actions of a licensed driver may be in contravention of the conditions, criteria, and regulations of the Licensing Authority.
- In the event of an incident, complete statements and incident reports as required by officers of Thames Valley Police or the Licensing Authority.
- Log and report all incidents, regardless of how minor they appear to be, and report such matters to the Licensing Authority.
- Have an awareness of other local transport agencies.
- Have good communication skills and the ability to liaise with all members of the public in a calm and professional manner.

5.3 The Client, shall:

- Ensure adequate liaison arrangements are in place between Taxi Marshals, the CCTV Suite and Thames Valley Police.
- Manage and resolve any issues that may arise amongst the Taxi Drivers and between the Taxi Drivers and the Taxi Marshals.
- Ensure the Taxi Drivers comply with the conditions, criteria, and regulations of their licences.
- Ensure any enforcement actions are undertaken in accordance with the Licensing Authority’s procedures and policies, and recorded and dealt with in an effective and efficient manner.
- Take such measures as necessary to ensure that any such matters are referred to the Hackney Carriage and Private Hire Licensing Sub-Committee, Thames Valley Police as deemed appropriate.
- Provide information to the contractor in the event of any Contingency Management (contained within this document).

6. Additional Procedures

6.1 Contingency Management

- In event of a taxi driver strike, the Licensing Team Leader (or colleague) must inform the contractor at the earliest convenience. This should also be the case even if the strike is only a possibility and not a definite.
- In the event of a Taxi Driver strike, the Taxi Marshals should attend the shift, remain on rank (or alternative rank) and continue to bring order to the rank by directing members of the public to alternative methods of getting home safely.
- In the event of a Road Closure Order being in force, that may result in the closure of a rank, the Taxi Marshals shall be informed of the appropriate rank at which to carry out their duties.

7. Termination & Renewal of Service Level Agreement

Either party may terminate this Agreement immediately by giving notice to the other party in the event of that other party:

- (a) Failing to remedy a material breach of the agreement within 14 days after receiving written notification specifying the breach and requiring its remedy;
- (b) Ceasing to trade, or entering into a composition with its creditors, or passing a resolution to wind up otherwise than for a reconstruction or amalgamation

Each party shall do nothing which may harm the trade or reputation of the other and will comply with any reasonable request made by the other party to safeguard such trade and reputation.

Any further extension or expansion of Taxi Marshall Scheme must be added to this agreement.

The agreement will be reviewed after the trial with the service provision arrangements in December 2011 in preparation for a potential 2012 / 2013 full calendar year delivery.

8. Lead Signatures

The lead signatures for this agreement are:

The Client:

Oxford City Council Licensing Authority

Julian Alison

Signed _____

Date _____

The Contractor:

Signed _____

Date _____

