

HOUSE OF COMMONS
MINUTES OF EVIDENCE

taken before the

COMMITTEE

on the

TRANSPORT FOR LONDON BILL [HL]

Wednesday 2 April 2008

Before:

Christopher Fraser, in the Chair
Andrew Miller
Geraldine Smith
Mr Graham Stuart

MR CHARLES GEORGE QC appeared on behalf of the Promoters.

EVERSHEDS LLP appeared as Agents.

The following Petition against the Bill was read:

The Petition of the London Cab Drivers' Club Limited.

MR ALAN FLEMING appeared as Agent.

Ordered at 10.15 am: that Counsel and Parties be called in.

1. **CHAIRMAN:** Good morning. May I first say welcome to you all. This is the first meeting of this Opposed Bill Committee. My name is Christopher Fraser and I will be chairing the proceedings. My colleagues here are Graham Stuart, Andrew Miller and Geraldine Smith. Firstly, I may announce the timings of our sittings, we will sit this morning until 11.45 precisely and then we will sit again from 1.30 this afternoon until around 4.30pm, if necessary. I hope that this will give us sufficient time today to examine the arguments and to dispose of the business before us. Of course, everybody will need to be as concise as possible if we are to achieve that aim. If, however, more time is required, we will have to announce further sitting times in due course. We will hear first from the Promoters of the Bill on those provisions which are opposed by the Petitioner, and then we will consider the unopposed provisions. I understand that the witnesses have already been sworn in. Mr George, would you like to introduce the case for the Promoters.

2. **MR GEORGE:** Thank you, sir. Perhaps I could ask that there be circulated please a short bundle with four tabs which relates to this Petition (same handed).

3. As the Committee will be aware, in 2000, a new structure for the government of Greater London came into being under the Greater London Authority Act 1999 and a key feature of that was the creation of Transport for London, TfL, as the statutory body responsible for transport in Greater London and, in particular, for the execution of the Mayor's Transport Strategy. If I could just take the Committee very briefly to tab 1 and page 3, the Committee will see the statutory provision, section 154, which established Transport for London, section 154(3) deals with its functions and, in particular, 154(3)(c) is for the purpose of securing, or facilitating, the implementation of the Transport Strategy. Then if I could ask the Committee to turn back to page 2, the Committee will see the general Transport Strategy of the Mayor and the Greater London Authority and the basic provision is section 141(3) which explains what are the transport facilities and services; they are those required to meet the needs of persons living, working in, or visiting, Greater London. I do not think I need go into any further detail.

4. Since the Act was passed in 1999, a number of anomalies and gaps in TfL's powers have been identified, and the aim of this relatively modest Bill is to make good those gaps. The Committee has, I hope, a copy of the filled-up Bill before it, and I think that is fairly easy to follow. I will be referring to a number of the additional matters in the filled-up Bill in due course. There is also a short paper of amendments, and I would ask if that could be circulated also (same handed). These are in addition to what is in the filled-up Bill, and can I say at once that we are very grateful for the assistance of the House's Counsel (Legislation) in respect of these amendments.

5. Just glancing at the amendments paper, I can say straightaway that the first three matters are extremely minor. The first one is that at one place it says "section" in the filled-up Bill instead of "sections". The second one is also a minor matter, a change of the word "order" to "regulations" in clause 18. In clause 35, there is a matter which is of course important because everything in legislation is important, but it is very minor, simply a numbering, to insert the figure "22". The fourth matter is in clause 49, that one is dealing with the qualifying TfL subsidiary, so one needs that word "TfL" inserted after "qualifying". Then, so far as clause 28 is concerned which we are coming to this afternoon, there is an error in the filled-up Bill whereby the whole of clause 28 has been deleted, whereas it should have been only clause 28(3) which was deleted and clause 28(1) and (2) stand.

6. Turning to the question of the opposed clauses, they are all to be found in Part 3 of the Bill, which is entitled, "London Cabs and Private Hire Vehicles". Before I turn to the detail of the individual opposed clauses, there are four introductory comments to make, and they are very brief.

7. First, the clauses, as the Committee is aware, are only opposed by one of the several bodies who represent taxi drivers in London. In particular, there is no Petition from the larger London Taxi Drivers' Association.

8. Secondly, it should not be supposed that that larger Association is unaware of the contents of the Bill; indeed, in the other House where this Bill started, the London Taxi Drivers' Association did petition in respect of another clause, clause 14, which was amended by the Committee, but neither then nor now did that Association petition against the clauses with which this Committee is concerned.

9. Thirdly, so far as the three clauses which are the subject of the Club's Petition this morning are concerned, which is clauses 12, 15 and 19, the Club took precisely the same

points before the Lords Committee as they propose to take before the Committee today, but the Committee in the other place did not make any amendments in the light of their Petition.

10. Fourthly, I should mention that not only was there discussion and correspondence with the Club before the opposed proceedings in the other place, but there has also been a meeting with the Petitioners on 29 May 2007 and considerable further correspondence in the months preceding today's hearing which have led to one of the proposed amendments in the filled-up Bill, namely clause 15(2), and the Committee should have that clause on the very front page of the filled-up Bill. It is not my intention to trouble the Committee with the details of that correspondence, but suffice it to say that the Club has wanted to place its arguments before this Committee and of course it is entitled to do so.

11. Turning then to the three contentious clauses, 12, 15 and 19, the procedure is entirely for the Committee, but my suggestion would be that we take each clause in turn, that I briefly introduce each clause, call a witness on that clause who will be available then to answer any questions from the Committee and the Club, then the Club can put forward its stance on that particular clause and then the Committee can reach a decision on that clause, so then we proceed clause by clause, if that would be acceptable.

12. Turning first please to clause 12 in the Bill, which is at page 8, at present the public register kept by the Public Carriage Office contains the address of all licensed persons, that is the drivers, and under section 16 of the London Hackney Carriages Act 1843 there is a duty to disclose all the details to anyone so requesting. The aim of the provision is to protect licence-holders by preventing the disclosure of addresses, save for good reasons, so the aim is one which is to protect drivers. If I could ask the Committee to turn in the bundle first to tab 2, page 4, the Committee will see the present form of section 16 of the London Hackney Carriages Act 1843 and that provides that the particulars of every licence shall be entered in books to be kept for that purpose, and those have to be kept by Transport for London. Then the last part of section 16: "...every person applying at all reasonable times shall be furnished with a certified copy of the particulars respecting any licensed person, without payment of any fee", so it is no good if you turn up at night because that is not a reasonable time, but, otherwise, if you turn up at a reasonable time, you are entitled to a copy, including everything which is on the register and that will include every driver's address.

13. There is a precedent for what TfL are proposing, which the Committee will find at page 5 of the bundle, tab 2, which is in The Road Vehicles (Registration and Licensing) Regulations 2002. This concerns the registration and licensing particulars of all road vehicles which are maintained on behalf of the Government and in Regulation 27 of those Regulations we can see that, "The Secretary of State may make any particulars contained in the register available for use by", and first of all there are four categories of what I may call 'public authorities' and then, "(e) by any person who can show to the satisfaction of the Secretary of State that he has reasonable cause for wanting the particulars to be made available to him". Therefore, we are proposing simply to mirror that provision.

14. If I could then take the Committee to the Club's Petition, which I hope the Committee has, they introduce themselves in paragraph 3 of the Petition as being "a taxi trade association with approximately 815 members, who are all licensed taxi drivers in London". They say that, "The membership consists of drivers who are licensed to ply for hire in the Greater London area and are known as green badge drivers, and suburban drivers who are licensed to ply for hire in the suburban area only, and are known as yellow badge drivers. The

association represents its members on all taxi trade-related matters in London”, and they give their registration number under the Industrial and Provident Societies Act.

15. Then in paragraph 4, they set out that they object to clauses 12, 15 and 19 and over the page, the top of page 2, I should read their objection to clause 12. What they say is: “Clause 12(4) - Transport for London may disclose the address of a licensed person to any person only if it appears to Transport for London that the person has a sufficient reason for requiring that information”. That is setting out our provision. “Your Petitioners feel this clause would be a breach of the Human Rights Act which sets out in Article 8 that a person is entitled to privacy and security of family life. Your Petitioners are of the opinion that it should not be an arbitrary decision solely for Transport for London to make. Your Petitioners are further of the opinion that the licensee in question should be informed and have the right to appeal if he objects to his details being disclosed. Should a licensee not have the right to challenge his details being disclosed, any remedy sought by an aggrieved driver would be meaningless. Therefore, the route of prevention would be better than the cure. Our Petitioners are concerned as to what would be sufficient reason and are of the belief that the only time this information should be given is to specific bodies, such as the all-law enforcement agencies, the Inland Revenue or an accredited solicitor, and ask that this provision be amended accordingly.”

16. Our very brief response to that is that there is no question of any Article 8 right being interfered with; rather, the clause restricts the circumstances in which the address can be disclosed and, to that extent, protects Article 8 rights in a way which perhaps the existing law does not do.

17. Secondly, at present a licence-holder has no right to be informed about, or to appeal against, a decision to disclose his details, including his address, and we do not see why there should be any such right in the future. The Committee will have noted that there is no provision made in the 2002 Regulations for any appeal or any special information procedures.

18. Thirdly, TfL does not accept that a person should be required to have an accredited solicitor before the address should be disclosed. Plainly, if it is the police or the Inland Revenue, they will have a justifiable cause for requiring a disclosure. It appears to be the case of the Club that it should only be a person who has got an accredited solicitor and, unless there is that pre-condition, there should not be disclosure. It seems to us that that would inevitably increase the costs of someone who has got a proper cause for wishing to see the address and that there is no warrant for making that change.

19. Then there is one additional technical matter. It appears to us that to require the participation of a solicitor, as sought by the Club, might be said to extend the scope of the Bill, but that is a matter on which the Committee will be separately advised by its Clerk as to whether it could do that. I repeat that there is no objection to this provision from the Government and no objection from the Association which is the principal representative for taxi drivers. That said, with the Committee’s leave, I will call Mr Luke Howard on the matter.

MR LUKE HOWARD, sworn
Examined by MR GEORGE

20. Are you Luke Howard?

(Mr Howard) I am.

21. Are you the Senior Strategy and Integration Manager at the Public Carriage Office?

(Mr Howard) Yes.

22. Could you just briefly tell the Committee what the Public Carriage Office is?

(Mr Howard) It is the body responsible for regulating the taxi and private hire industries in London. It is an administrative department within Transport for London.

23. What are the responsibilities of Transport for London with regard to taxis and the PCO?

(Mr Howard) It has got a general responsibility as a transport authority and specifically, as the PCO, it is responsible for licensing vehicles used for hire and reward for public personal transport in London. It licenses vehicles and drivers who are made available for the carriage of passengers.

24. If we then go quickly on to clause 12, I have already taken the Committee to section 16 of the London Hackney Carriages Act 1843 and that is the provision which provides a duty to disclose the details, the only limitation being that the information must be requested at a reasonable time. That is right, is it not?

(Mr Howard) That is correct, yes.

25. Could you please tell the Committee the purpose of clause 12?

(Mr Howard) It is to make provision to prevent TfL disclosing the details, the address in particular, of a Hackney carriage driver who holds a licence with us, unless it appears to TfL that that person has sufficient reason to have that information.

26. In their Petition, the first point taken by the Club is that the clause would breach their Article 8 rights and they have queried the basis on which TfL would release such information and consider that such information should only be given to specified bodies, including persons who have got an accredited solicitor. What is your observation on that?

(Mr Howard) Well, clause 12 will provide significant protection which is not there at the moment, a great improvement on the powers under the 1843 Act, so a person seeking address details will need to provide us with a reason and convince us that they have good cause to have that information, which is a great improvement on where they are at the moment.

27. Do you envisage that there are circumstances in which TfL will be releasing the details of the addresses?

(Mr Howard) Yes, there certainly are. Some of them are obvious ones where there are police investigating a crime or insurance companies investigating accident claims, but there are other situations where it would be appropriate for us to release details, but we do not think it is practicable to list all those potential circumstances at the moment. We think that it is more prudent to allow us the discretion and, as you have heard, the drafting of the clause is based on an existing piece of legislation, the Road Vehicles (Registration and Licensing) Regulations.

28. What about the suggestion that a person should be required to have an accredited solicitor before TfL could release the address?

(Mr Howard) That is not my area of expertise, but it does seem to be raising the bar for people who may have a legitimate reason, but may not have a solicitor.

29. **MR GEORGE:** Thank you very much.

30. **CHAIRMAN:** Mr Fleming, do you wish to cross-examine?

31. **MR FLEMING:** Yes, if I could ask Mr Howard a couple of questions.

Cross-examined by MR FLEMING

32. **MR FLEMING:** It is a bit awkward for me, this, because I know Mr Howard and have had several meetings, but I have never cross-examined him before! On this question of releasing details, back in October of last year Mr George made the comment in his submissions that to release a person's details, let us say a cab driver's details to a member of the public, if that member of the public wished to pursue a private prosecution, then that would be sufficient grounds for releasing that information. Would you agree with that?

(Mr Howard) We would have to have look at the details of the specific case.

33. On the other hand, there have been many occasions when there has been an altercation between driver and passenger where the passenger has done some damage to the vehicle. They then have written in a letter of complaint, not even mentioning that they have damaged the vehicle and, when we have tried to get the details of that person so that our member can pursue a private action to recover his damage costs, the Public Carriage Office have refused. Why is that?

(Mr Howard) I believe, and again it is not an area I am expert in, but I believe it is not within our powers to provide that information. We would try and resolve that issue, but we do not hold the details of a complainant in the way that we do licensees.

34. Well, you would obviously have the letter of complaint with the person's details on it.

(Mr Howard) Yes.

35. So what you are saying is that this is all one-way traffic, that the public can come after the cab driver, but the cab driver has no legal redress to pursue somebody for damages?

(Mr Howard) The mechanism that the cab driver might use to follow up a passenger is separate from this and I do not think that is the issue here.

36. In many cases, if the police were on the scene, then the driver would then have to apply to the police through a solicitor because that would be safeguarded under the Data Protection Act, that person's details, so, if cab drivers have to do that, we see no reason why a member of the public should not.

(Mr Howard) The circumstances are rather different. The cab driver holds a licence under the Transport for London provisions and we have a responsibility for that licensee. At the moment, under the 1843 Act, we have an obligation to release a driver's details and we do not think that obligation is appropriate and we are trying to tighten that restriction.

37. I can accept that, that it is strengthening the cab driver's position, but it still leaves the driver open to spurious allegations that are made of him. Now, if a person had a genuine grievance, say, a genuine claim against a driver, why should they not have to pursue their

course of action through a solicitor, the same as the licensed cab driver would have to do? What would be the reasons for refusing and under what statutory authority would you be able to say no?

(Mr Howard) Well, as I said, we do not think it is appropriate to list all the reasons why we might accept or refuse an application. It is not something that we have in detail and we would have to look case by case at any particular example. As you said, the cab driver has a mechanism for taking action through the police, if they are involved, if that is necessary, but that is secondary to this. We feel that what we are seeking here is an appropriate compromise between the responsibility of the cab driver as a licensee to provide the service and our responsibility to support that, but giving the cab driver the privacy where we would need to be shown that there was a reasonable cause for the application to have that information.

38. But, as I have stated, there is no way that a driver is going to be able to get the details of a person when it is only the driver and the hirer of the vehicle when the police are not involved. That person then writes in and complains after having damaged a driver's vehicle and he can go away scot-free. That is what you are actually saying.

(Mr Howard) We do not have powers to assist the cab driver in dealing with that, any complaint they might have about a passenger. Our responsibility here relates to the cab driver's duty and our responsibility to that.

39. We believe you also have a duty of care to the cab driver whom you license.

(Mr Howard) I am not sure what the question is. We would consider the details of the complaint, including the cab driver's statement of what happened, and make our decision about the complaint in those terms, but we do not have ----

40. The only way that a cab driver can actually claim compensation is if the police are involved, and that comes under section 56 of the 1836 London Hackney Carriages Act, whereby that person would be taken to court and the court then awards the driver compensation. Now, without the police being involved, that driver is going to get pushed aside every time, is he not? There must be times when the Public Carriage Office can see, as you have obviously said in a previous letter to us and you are well aware, that people make spurious allegations against cab drivers. That is a fact, having dealt with it for the last 15 years for our members. All we are asking is that you give a further safeguard to the driver so that, if he is going to be in a situation where he is put at risk, he should have the same rights as anyone else. We are citizens. We may be cab drivers, but we are citizens of this country and we are entitled to have the same safeguards.

(Mr Howard) You have a duty as a licensee and we have an obligation at the moment to provide information without any constraint. We are seeking to put in a sensible constraint that would allow us to restrict who we give that information to and the judgment of that will be based on the case.

41. **MR FLEMING:** All I have to say further on this is that we do not believe that this is fair or just on the cab driver and I think that the driver is going to ----

42. **CHAIRMAN:** Mr Fleming, could you put that as a question rather than a statement.

43. **MR FLEMING:** We do not think this is fair at all on the driver. Would you agree?

(Mr Howard) I would not. I think this is an appropriate compromise between our responsibility as the licensing authority to provide information about our licensees, but to protect the privacy, where that is appropriate.

44. **MR FLEMING:** Thank you, Chairman. I have no further questions.

45. **CHAIRMAN:** You will get a chance, Mr Fleming, to make a statement if you wish to.

Examined by THE COMMITTEE

46. **ANDREW MILLER:** We are dealing with a piece of legislation which has been around for rather a long time, since 1843, and you have obviously got some very substantial records of how that legislation has worked in practice. Can you tell the Committee what tests have been applied in the past to determine what is reasonable in application?

(Mr Howard) Under the 1843 legislation, we do not have any powers to apply any tests.

47. **ANDREW MILLER:** I know, that is right, so do you in practice provide information on request or do you apply a test of reasonableness?

(Mr Howard) In practice, we do actually apply a test. We will do what we can to protect, but I do not think we have had any cases where the applicant has challenged us on this.

48. Are you saying that your decision has never been challenged in the courts?

(Mr Howard) I do not believe it has. It would not be me that would be making that decision. I am not aware of all the records, obviously not going back to 1843. We would look at the circumstances of the case.

49. In your judgment what is a sufficient reason for disclosing?

(Mr Howard) That there is a substantial reason why the applicant wants that information and there is no other mechanism available to satisfy whatever the case might be.

50. So it is arbitrary?

(Mr Howard) It is not arbitrary.

51. Give me an example of when it has happened.

(Mr Howard) I do not believe in recent years we have released information unless there was something like the cases that we have talked about where an insurance company is seeking particulars to follow up after a collision or the police seeking particulars to follow up after some criminal activity. If it is a member of the public that writes in, I do not think in recent years we have been satisfied that there is a reasonable case to provide the personal information.

52. You do not believe or there is not an example?

(Mr Howard) I am not aware of any instances where we have felt there was a reasonable case to overcome the driver's right to privacy, but we are conscious that in taking that decision we are strictly in breach of the 1843 legislation.

53. **CHAIRMAN:** Mr George, would you like to re-examine?

54. **MR GEORGE:** I have no re-examination.

55. **CHAIRMAN:** Mr Fleming, would you like to state your case?

The witness withdrew

56. **MR FLEMING:** I will take first the point about the public register for cab licences not to include holders' addresses. As you have already heard from Mr Howard and Mr George, that has been covered by section 16 of the 1843 Act now for over 160 years and we are happy that that has been strengthened up at long last. However, we are still very, very concerned that this could lead to malicious and possibly revenge attacks on drivers.

57. Over the last year there have been something like 200,000 cases of ID theft and it may not seem appropriate, but this is one way people can just keep flooding the public carriageways and saying they want the details of a driver and drivers are going to be taken to the cleaners so to speak. The main concern is revenge attacks. I have had letters that I have dealt with from my members where the complainant has said to the Public Carriage Office, "Do not disclose my details to the driver because I fear he may take revenge." That could also be the same for the cab driver.

58. Let us turn to Tab 1 in that Appendix that you have got in front of you. There was a case last year in court concerning a pensioner. This began after an accident in a supermarket car park. Mr Gilbert, the pensioner, was actually trying to reverse into a space when a lady whisked in and took his parking space and then an argument ensued. That lady then wrote down the registration of his vehicle and passed it on to her husband who contacted someone he knew in the police force. That police officer then passed on the name and address of the pensioner and very shortly after these two brothers went round to the house, threw a brick through the window, hit the pensioner and he died of a heart attack. That is the sort of thing that we could be subjected to with our names and addresses being given out to persons of the public without a full investigation into why they actually want those details.

59. As the Committee will be well aware, there is a lot of talk at the moment in Parliament about the disclosure of Members' addresses for their second homes. Mr Michael Martin, the Speaker, quite rightly pointed out that this would pose a security risk. We feel the same is true for the cab drivers. The cab drivers are the electorate, they put the Members in Parliament and I think the Members of Parliament should reflect that in this particular decision and allow us the amendment that we have sought and that is that they should only be given out to law enforcement agencies or when a solicitor acting on behalf of somebody requesting that information.

60. **MR FLEMING:** Let me move on to clause 15. This is fares outside of London ---

61. **CHAIRMAN:** Can you contain your comments to clause 12 which we are going to examine in full and then make a decision on before we then move on.

62. **MR FLEMING:** My apologies.

63. **CHAIRMAN:** Have you finished making your statement?

64. **MR FLEMING:** Yes.

65. **CHAIRMAN:** Would you like to cross-examine, Mr George?

MR ALAN FLEMING, Sworn
Cross-examined by MR GEORGE

66. **MR GEORGE:** As I understand it, you accept that the position under the clause would be better so far as taxi drivers are concerned than the present position, so something should be done?

(Mr Fleming) Most certainly, and I am glad to see that that has been done.

67. If you have a person who has been involved in an accident and they believe that it was occasioned by the driver of a particular taxi, why do you say that they must have a solicitor in order to acquire the details of the taxi driver? Why should they not be able to write a letter in saying there was this accident on such-and-such a date, maybe there will be a photograph of the damaged vehicle and the taxi was involved, its registration number was X, please could I have the name and address of the driver? Why should a person not be entitled to obtain that information?

(Mr Howard) Not through the Public Carriage Office because if there was an accident they would exchange details at the scene and they would then give those details over to their respective insurers to pursue, not the Public Carriage Office.

68. That is what should have happened, but of course it does not always happen that the parties do stop and that there is the exchange of details, or you have an incident where someone is a passenger in a vehicle and they are subjected to abuse by the driver or something goes in their view dramatically wrong and they wish to lodge a complaint or take some action. Why should they require a solicitor in order to obtain the detail of the driver?

(Mr Howard) What you are describing there is abuse. That is the Hackney Carriages Act. It depends on whether, at the moment in time, the driver was actually employed as a Hackney carriage driver. There have been many times when a driver is going home, when a driver is in motion and he is not acting under Hackney carriage laws. A lot of people do not know this, but the only time that a driver is actually employed as a Hackney carriage driver is when he is found standing on a Hackney carriage rank. For the rest of time when you see them driving around London they are not actually in employment as a Hackney carriage driver. That particular case of abuse would not actually apply because it only applies during a cab driver's employment.

69. I had in mind a case where it was within employment. You say that the only disclosure should be if it is to an authorised person or to an individual acting through a solicitor. That is the difference between you and TfL on this point, is it not?

(Mr Howard) Yes.

70. **CHAIRMAN:** Thank you very much. Questions from the Committee?

Examined by THE COMMITTEE

71. **MR STUART:** Mr Fleming, you accept that this is an improvement. Is there not a danger in opposing this that, as it has been advertised in this way, the effect of your petition to us would be to lose this advance of the cab driver's interest? Would you not be better merely to accept the improvement that this brings and then lobby and petition TfL to strengthen it further in future opportunities?

(Mr Fleming) Would that not be closing the gate after the horse has bolted?

72. I think I ask the questions.

(Mr Fleming) I am under instructions from our Committee to pursue this line of objection.

73. As it is an improvement and as these opportunities come along every few years but rarely, is there not a danger of losing it? Do you know why other taxi drivers' representative groups have not opposed this?

(Mr Fleming) No, because we are not in consultation with them very often.

74. **GERALDINE SMITH:** The Taxi Drivers' Association has no objection. Why do you think that is? Do you think it is because they see this as some improvement?

(Mr Fleming) They may well see it as some improvement. When we were before the House of Lords in October last year I spoke with Mr Bob Oddie who is the General Secretary of the London Taxi Drivers' Association and he said it is an improvement, to which I agree, but what we really need are more safeguards for the driver and that is what we are asking for. We are not asking for anything else.

75. At the moment addresses can be given out if they are requested. What would they normally do? I would imagine if someone wanted a cab driver's address they would want to take some legal action against that cab driver, so I would imagine that at some stage they would have to have a solicitor otherwise why would they want a cab driver's address.

(Mr Fleming) As I have said, there could be a motive for revenge; there could be an ulterior motive. I understand that this has been strengthened, but I am still concerned and so are our members that people can get their details without any problem whatsoever and yet when a driver asks for the details of one who has made an erroneous or malicious complaint against him and he seeks to take some legal action against them he is denied that right.

76. Do you have any examples of revenge attacks against taxi drivers?

(Mr Fleming) I do not have any examples of revenge attacks, but what I have is an example of a person who wrote in a letter saying that our member nearly ran him over. In fact, the man stepped in front of him with a mobile phone in his ear, he stood on the brakes, stopped, the man gave him a load of abuse, kicked the side of his cab and so he drove away. That person, as he was disappearing down the road, got the registration number and wrote a letter of complaint to the Public Carriage Office leaving out the detail that he had put a dent in the door that had cost the driver £260. When we asked for the details of that person so that our member could pursue a claim against them in the county court it was denied.

77. **ANDREW MILLER:** You heard the evidence from the witness and you have heard in particular them say they have stretched the boundaries of the 1843 Act that block people making spurious claims. The new draft talks about people with sufficient reason. Do you not think that in practice TfL has acted already within the spirit of what is drafted in the interests of your members?

(Mr Fleming) Yes, they have, but our members want further safeguards and that is what I have been instructed to pursue.

78. **CHAIRMAN:** Mr Fleming, would you like to make any concluding remarks?

79. **MR FLEMING:** No, Sir.

80. **CHAIRMAN:** Gentlemen, thank you. The Committee will now sit in private and consider. We will hopefully be a few minutes.

At 11.00 am Counsel and Parties are directed to withdraw and at 11.20 am are again called in

81. **CHAIRMAN:** Gentlemen, the Committee's conclusion is that the clause of the Bill which has been petitioned against should be allowed to stand as drafted.

82. Can we now move on to clause 15? Mr George?

83. **MR GEORGE:** Sir, there are a number of amendments proposed to clause 15. I think the simplest course is to invite the Committee to go to Tab 3 in the bundle which I put in and to its very last page, page 21, where the Committee will find a version of clause 15 with the proposed amendments included. The Committee will see that what the clause does is to add an additional provision to section 1 of the 1907 Act, "The fare for a cab journey starting within London but ending outside London shall be (a) such fares as may be agreed between the driver and the passenger (i) before the commencement of the journey, or (ii) where, after the commencement of the journey, the driver and the passenger agree to change the destination of the journey, at the time when the destination of the journey is changed or, (b) if no fare is so agreed, the fare shown on the taximeter. (5) A driver of a cab who demands or takes more than the proper fare for a journey undertaken as mentioned in subsection (4) of this section is guilty of an offence and liable on summary conviction to a fine not exceeding level 3 on the standard scale."

84. Clause 15(2), "Nothing in this section shall affect the operation of ..." - and then there is some 19th Century legislation, "... the 1831 Act and section 7 and 17 of the London Hackney Carriage Act 1953 or any other enactment which makes provision as regards the obligation of drivers of Hackney carriages to drive their vehicle on certain journeys if so requested by persons wishing to hire them."

85. The key thing about this clause is that it is dealing with journeys which start within London but end outside London. That is the sole matter it is dealing with. At present there is a disincentive to drivers to take such fares because when they have delivered the person to a spot outside London they cannot pick up a return fare until they re-enter the Greater London area.

86. As a matter of law the fare for the journey at the present stage is governed by the taximeter, but a number of drivers do not acknowledge that fact and there are occasions where passengers are taken to their destination and then get given to them a price for the journey which they find to be an excessive price. The aim of the provision is very simple: it is simply to set down clearly what shall be the arrangements when there is a journey which starts within London but ends outside London. The answer is the fare is going to be either that which is agreed in advance and there is no obligation for anyone to agree anything in advance, either the passenger or the driver or that which is on the meter if there has not been agreement in advance. It is a requirement under the London Cab Order 1934 that every vehicle must have a meter and that when it is operating as a taxi cab it must actually have that meter running.

87. The Committee will note that there is a provision where after the commencement of the journey there is a change in the destination of the journey. That has come in and came in in the Lords as a result of a suggestion emerging from precisely these Petitioners. That point has been taken on board and therefore there is now a specific provision dealing with that question where the destination is changed in the middle of the journey.

88. So far as clause 15(ii) is concerned, that also has come in in an attempt to meet a concern of the Petitioners. There is a dispute at the present time between TfL and the Petitioners as to whether there is any obligation on a taxi driver to take passengers to a

destination outside London. The position of TfL is that provided the journey will not last more than an hour there is such an obligation, but it does not matter because clause 15(2) is there to make it absolutely plain that the new clause 15 is not changing the position about obligations, that is the point of 15(ii). That is to be determined in the courts perhaps on another occasion. If journeys are embarked upon, whether or not under an obligation or voluntarily, they will be governed, if clause 15 is approved by the provision, in 15(1) which sets out a simple mechanism, which I may say is welcomed very much by the other taxi driver associations because it provides the necessary clarity which is lacking at the present moment.

89. If I could then ask the Committee to turn, please, to Tab 3 in the bundle and go first to page 6. It is section 1 of the London Cab and Stage Carriage Act 1907 which provides for the fitting of taximeters in cabs. The effect of clause 15 is to add a new subsection (4) and (5) to section 1 at page 6. So that is the provision which is being amended.

90. Then if I could ask the Committee to turn to page 7, clause 35 is the basic provision imposing an obligation on Hackney carriages and it applies where Hackney carriages are found standing in any street. There is a misconception that anyone can hail a taxi and that when it is driving along with its fare up it is obliged to stop. That actually is not the position. It is only under an obligation when it is standing, ie at a standstill in any street and there is then an obligation.

91. Then if I could ask the Committee to turn on, please, to page 10, section 7 of the London Hackney Carriage Act 1853 provides that “The driver of every Hackney carriage which shall apply for hire at any place within the limits of this Act ...” - that is within Greater London” – “... shall (unless such driver has a reasonable excuse, to be allowed by the justice before whom the matter shall be brought in question) drive such Hackney carriage to any place to which he shall be required by the hire thereof to drive the same, not exceeding six miles from the place where the same shall have been hired, or for any time not exceeding one hour from the time when hired ...” That figure of six miles has been increased by legislation to 12 miles and that one can pick up at page 13 and 14, it is the very bottom of page 13 in the London Cab Order 1934, Article 34 at the bottom of page 13, for the reference to six miles - turn the page - 12 miles is substituted. If I could ask the Committee to turn to page 20 of the bundle, in the London Cab Order 1972 Article 3, the six miles is changed to 20 miles in the case of a journey which begins at Heathrow Airport. The Committee will see that it is not easy to find your way around this legislation; it is in a whole number of various places. That is the present situation.

92. The last revision which I should take the Committee to is pages 11 and 12 of the bundle and it is to section 17 of the London Hackney Carriage Act 1853 and the key provision is section 17 which reads, at the bottom of page 11, “... the driver of any Hackney carriage, who shall ... commit any of the following offences within the limits of this Act, shall be liable to a penalty not exceeding [level 3 on the standard scale] for each offence, ...” and we can go straight on over the page to the top of page 12, to little item 2, “Every driver of a Hackney carriage who shall refuse to drive such carriage to any place within the limits of this Act, not exceeding six miles ...” - and you remember that for six you substitute the 12 or 20 - “... to which he shall be required to drive any person hiring or intending to hire such carriage ...” or 2, “ ...who shall refuse to drive any such carriage for any time not exceeding one hour, if so required by any person hiring or intending to hire such carriage, or who shall not drive the same at a reasonable and proper speed.”

93. It is TfL's interpretation of that provision at the top of page 12 that any driver is compellable to drive for any time not exceeding one hour, even if it is outside London, provided it does not involve doing more than the 12 or 20 miles within Greater London. As I say, that is a matter which is in dispute and which is not central to any matter with which this clause is concerned. All this clause is doing is saying if the journey is embarked on which has got a destination outside London, how is the fare for that journey to be determined. The answer: either by the price as agreed at the beginning or by what is on the meter.

94. If I could then take the Committee please to the Petition, and it is page 2 of the Petition halfway down the page, "Clause 15 fares for journeys ending outside London": "Your Petitioners object to this clause for the reasons outlined. This section is ambiguous as it gives the impression that a driver is compelled to accept a fare outside the Greater London area, and a driver is not. There are times when a driver, having agreed a fare, when reaching the destination is directed 10 or 15 miles further on. Under those circumstances the driver is entitled to ask for more, and the Bill does not make provision for this. Further, as a journey finishes outside of London, Transport for London have no jurisdiction. We would also draw to the attention of the House the following facts: Section 7 of the London Hackney Carriage Act 853 states that a driver is compelled to drive six miles (now 12) or a time not exceeding one hour; and Section 17, subsection (2) of the London Hackney Carriages Act states that a driver commits an offence if he refuses to drive the compellable distance, or one hour in duration within the limits of the Act. The limits of the Act are set out in section 20 which states: "The limits of the Act shall include every part of the Metropolitan Police district and the City of London." Your Petitioners therefore submit that the Act does not compel a driver to accept a hiring finishing outside of London, as the Act applies only to the named areas. Your Petitioners therefore ask that the clause be deleted."

95. Our short response to that is first of all so far as the issue of compellability, we hope that clause 15(ii), that amendment to the filled-up Bill, makes it absolutely plain that the question of compellability does not arise here. Nothing in clause 15(i) affects the issue of compellability. Secondly, it is wrong to say that the clause does not deal with cases of changed destinations as a result of the amendment which was made in the Lords; it does specifically deal with that matter, and I have already drawn the Committee's attention to that matter. So far as the suggestion that TfL have got no jurisdiction, we believe it to be common ground that drivers can take fares outside Greater London and, of course, when they go outside Greater London they do not need to obtain a licence from the taxi authority which is outside Greater London unless they propose to accept new fares outside Greater London, otherwise they are governed by the jurisdiction within which they started and which is where they were initially registered. Again, I have indicated no objection from the other Association, who I say particularly welcome it, or from the Government. I therefore briefly call Mr Howard.

MR LUKE HOWARD, Sworn
Examined by MR GEORGE

96. **MR GEORGE:** Mr Howard, I have explained the background to the matter and I have really only got two questions for you. First of all, so far as compellability, I have indicated that there is some disagreement between the parties on that matter, but does this clause have anything whatever to do with the issue of compellability?

(Mr Howard) It does not at all. It did not previously and with the addition of (ii), it makes clear that it does not.

97. Secondly, why is it thought appropriate to have a statutory provision which defines what the fare will be in the case of journeys which commence within Greater London but have a destination outside Greater London?

(Mr Howard) There has been some uncertainty about whether the fare outside London has to be on the meter and that has been exploited by a small number of unscrupulous taxi drivers who are a great minority in the trade and there have been instances of excess fare being demanded at the point of arrival. The purpose of this is to reflect the fact that the driver cannot pick up a return fare. It is appropriate in some circumstances a higher fare can be charged than the meter, but that must be agreed before the journey commences in order to make sure that the customer is aware of what is happening and is allowed to negotiate a reasonable fare at the start of their journey.

98. Lastly, is it right this even where a fare is agreed at the beginning of a journey under the new clause, the meter would still have to keep running in case there were to be a change of destination because if there is a change of destination then unless there is a new agreement as to the fare the matter is governed by the meter?

(Mr Howard) That is correct.

99. **MR GEORGE:** So one will have still have the meter running and it will be interesting to see whether actually you have agreed a price which beats the meter or does not if you go for the option of agreement rather than the meter. Thank you very much.

100. **CHAIRMAN:** Thank you, Mr George. Mr Fleming, do you wish to cross-examine?

Cross-examined by MR FLEMING

101. **MR FLEMING:** Yes, if I may. The PCO regulate fares for journeys that start and end in London; that is correct?

(Mr Howard) Yes.

102. So for journeys that go outside of London, what lawful authority does the PCO have to regulate fares that go beyond the Metropolitan Police district?

(Mr Howard) Our interpretation is that the regulations that apply at the start of the journey should apply throughout the journey, wherever it ends, and that is the consistent view across a number of licensing authorities, including some small ones where it would not be practical to assume that the regulation of fares changes when a taxi journey moves outside the boundary.

103. You see, we do not agree with that. We say that your jurisdiction ends at the boundary, so you disagree with that? Your authority goes further, that is what you are saying?

(Mr Howard) Yes, that the regulation of fares that applies at the start of the journey applies for the entire journey.

104. Now if we go to outside of London, as Mr George previously stated, the reason for a negotiated fare is because the driver cannot pick up a journey outside of London. What is the basis for that?

(Mr Howard) That would be starting a fresh journey plying for hire in an area where the driver is not licensed so they are not allowed to.

105. What statutory authority would they be governed by if they did that outside of London?

(Mr Howard) It is the Town Police Causes Act 1847.

106. That is correct and the Miscellaneous Provisions Act of 1976, but that does not apply to a licence issued under section 8 of the 1869 Act, does it, because that only governs London?

(Mr Howard) A licensee in London under the 1869 Act may also be licensed in another authority and therefore may be able to ply for hire in that authority.

107. So you are saying dual licensing?

(Mr Howard) That may be possible but that is not the question here. In general, London taxi drivers are only licensed in London and therefore if they are taking a journey that extends outside London, then the regulations that apply at the start of the journey must cover the entire journey.

108. The amendment that we have asked for is that nothing in this section would compel a driver to go outside of London. We are trying to make that crystal clear for both the hirer and the driver; why would you not accept that?

(Mr Howard) I feel that I do not quite understand the issue there because I think that your amendment is asking for something very similar to the clause 2 that is in the Bill. In our proposal it does say that nothing in this clause changes the status of the ---

109. **MR FLEMING:** We are not opposed to being able to negotiate because cab drivers have been doing that for more years than I care to remember. The way that is worded gives the impression that the driver is compelled to go outside of London. Are you saying it is not.

110. **CHAIRMAN:** Can I remind you, Mr Fleming, to ask questions rather than make statements. You do get an opportunity to make a statement to us at the end.

111. **MR FLEMING:** I would have no further questions on that

112. **CHAIRMAN:** Mr George? You have an opportunity to re-examine.

113. **MR GEORGE:** I have no questions by way of re-examination. I just draw the Committee's attention to page 9 and 9A of the bundle which is section 46 of the Town Police clauses Act 1847 and that is the provision that applies outside London and that is for outside London and is why we say that if you have not got a licence for outside London you could not take a fare outside London. I am just, so to speak, dotting an 'i', no more than that.

The witness withdrew

114. **CHAIRMAN:** Mr Fleming, would you like to make a statement in the three minutes we have left? If it needs to go on beyond that, I will come back to you after we adjourn.

115. **MR FLEMING:** TfL claim that there are some doubts as to whether the control on cab journeys contained in paragraph 1 of section 17 of the London Hackney Carriages Act 1853 and the London Cab Order of 1934 apply where the driver makes a demand for a fare outside of London. The clause amends the London Cab and Stage Carriage Act by providing that a driver and passenger may agree a negotiated fare at the commencement of the journey, but in the absence of such an agreement the fare shown on the meter. The wording implies that a driver is compelled to accept a journey outside of London. In fact, counsel for the Promoters has actually reinforced this view by previous comments he has made. Further, one of the most important reasons why a driver is not compelled to accept hirings to destinations

outside the Metropolitan Police district is that he has no knowledge of the destination to which he is being asked to go. If I could just ask you to turn to the bundle, it is tab 3.

116. **CHAIRMAN:** Is it the main body?

117. **MR FLEMING:** Sorry, Sir, yes, it is the main bundle.

118. **CHAIRMAN:** Yes, Mr Fleming?

119. **MR FLEMING:** The Committee will know that counsel stated at page 19 --- sorry, I have got that one a little bit wrong. The minutes of the evidence, sorry, I am getting a bit confused, I have got so much paperwork here, there is a clear indication here that TfL are saying that a driver must accept a journey outside of London; we cannot see that at all.

120. **CHAIRMAN:** Mr Fleming, we are about to adjourn anyway.

121. **MR FLEMING:** I have got the paperwork mixed up here somehow.

122. **CHAIRMAN:** Order, order, we will now adjourn until 1.30 this afternoon. Mr Fleming, would you like to have access to your papers in the room?

123. **MR FLEMING:** I will leave them here.

124. **CHAIRMAN:** We will return at 1.30 this afternoon.

The Committee adjourned from 12.45pm until 1.30 pm

125. **CHAIRMAN:** Good afternoon. Mr Fleming, you were about to make a statement to us regarding clause 15.

126. **MR FLEMING:** This is just about providing a simple rule that the fare will be either agreed in advance, that is before the outset of a journey; there will be no compulsion on anyone to agree anything, or the fare shown on a meter. We view this as a clear indication of TfL saying that a driver must accept a hiring to a destination outside of London. Counsel has already stated that the passenger ends up paying more than a reasonable fare. If, as Counsel stated, there is no compulsion on anyone to agree anything, then surely there is no obligation on a driver to accept a hiring to a destination outside of London?

127. If I could just draw your attention to tab 4, page 29, in the main bundle, Counsel has mentioned in section 7(17) of the 1853 Act the limits of the Act. You can clearly see that in section 20 of the 1853 Act it states that the limits of the Act shall include every part of the Metropolitan Police district and the City of London, and if those are the limits of the Act we do not believe we are compelled to accept journeys that go outside of London, irrespective of the one hour rule.

128. Now, we have over many years been negotiating fares for journeys outside the Metropolitan Police district. Many drivers have done the journey on the meter. The further you go the higher the fare will be so we have always looked upon it, as TfL have, that to negotiate a fare before you go means the passenger knows what they are going to have to pay when they get out.

129. Now, drivers would be very happy either to negotiate a fare or do the fare as per the meter, and if that were to be made crystal clear, that the driver is not compelled to accept these journeys, then we would happily accept that Clause.

130. Those are my submissions on section 15

131. **CHAIRMAN:** Thank you very much. Mr George, would you like to cross-examine?

132. **MR GEORGE:** Sir, it would merely be a submission of law rather than cross-examination.

133. **CHAIRMAN:** Thank you very much. The Committee will now sit in private to consider our decision.

At 1.36pm Counsel and Parties are directed to withdraw, and at 1.38pm are again called in.

134. **CHAIRMAN:** The Committee's conclusion is that the clause of the Bill which has been petitioned against should be allowed to stand as drafted.

135. Can we now turn to clause 19. Mr George?

136. **MR GEORGE:** Sir, this is part of a group of sections, 17-22, which give TfL the option to issue a fixed penalty notice in respect of certain offences, those offences being the offences in Schedule 1. It may be easiest if I ask the Committee straight away to go in the filled-Up Bill to page 27, where one sees what these offences are. It is in that table in Schedule 1 of page 27, failure to wear or produce a badge, failure to produce a copy of a licence, plying outside the licensed area, carrying excess passengers, failure to attend cab at a cab standing, so they are a number of matters. All of these are important matters; they are not, if I may put it this way, the gravest of criminal offences but they are all at the present time criminal offences and, as the Committee knows, for many driving and parking offences there is a fixed penalty system whereby, providing the defendant admits to the driving or parking offence, he can pay a fixed sum and that is the end of the matter. Of course, if he wants to go to court he can do so, for instance, to dispute his liability or in the hope that he will get a fine smaller than the fixed penalty, and all these provisions 17 to 22 do is to bring certain taxi and private hire vehicle offences into line and also, through clause 18, to provide a power to the Secretary of State to add to the list of offences in Schedule 1 or to remove them.

137. If I could then ask the Committee to go to clause 17, page 10 of the Bill, 17(1), "Where on any occasion an authorised officer finds a person who he has reason to believe has on that occasion committed an offence within any of the enactments" - and I interpose "in Schedule 1" - "the authorised officer may give that person a notice offering him the opportunity of discharging any liability to conviction for that offence by payment of a fixed penalty."

138. I underline "opportunity"; no one is compelled to go down the fixed penalty route.

139. Then clause 18 is a power for the Secretary of State, after consulting the Mayor, GLA, TfL, every London borough council, the Common Council of the City of London, and such bodies or persons as appear to him to be representative of persons who would be affected by the proposed, and the word there in place of "order" is now "regulations", if the Committee accepts what is in the table of amendments, which is the appropriate phrase, the Secretary of

State may by “regulations” amend Schedule 1 to this Act by adding a relevant offence to or removing a relevant offence from the offences for the time being mentioned in the tables set out in that Schedule.

140. So that is a sensible power to make Schedule 1 flexible to include or to exclude.

141. Then there is clause 19, which is the one to which particular objection is apparently made, and clause 1 of 19 is simply that the provisions of this section shall have effect; 19(2): “Where a person is given a fixed penalty notice ... no proceedings shall be instituted for that offence before the expiration of 28 days following the date of the notice; (b) he shall not be convicted of that offence if he pays the fixed penalty before the expiration of that period”, and that again makes it absolutely plain that he is not bound by the fixed penalty provision; he has simply got a period of grace.

142. I do not think I need read (c) which is consequential to section 14 which is not opposed, and then 19(3): “A fixed penalty notice under this section shall give such particulars of the circumstances alleged to constitute the offence as are necessary for giving reasonable information of the offence”, and there are there set out various matters that have to be stated, including perhaps most importantly (b), “the amount of the fixed penalty” and (d), “the consequences of not making any payment within the period for payment”.

143. The consequence, of course, is, if you do not make the payment, you will go through the ordinary criminal procedure.

144. Then (4) is about sending a letter and the consequence of that; (5) is about notices; and (6) is about the payment being payable to TfL, and then if I turn to clause 20 that is the level of fixed penalties: “It shall be the duty of TfL to set the levels of fixed penalties”, and there can be different levels for different cases, and then there is the matter that TfLs have got to take into account in particular the maximum fine for the particular offence and various cost matters, and then 20(4), “Levels of fixed penalties set by TfL in accordance with this section may only come into force in accordance with section 21”, which we are just coming to, and (5), “TfL shall publish ...the levels”.

145. Then, clause 21 the Committee may find particularly important. It is called “reserve powers of Secretary of State”, and it is, “Where TfL sets any levels of fixed penalties ... TfL shall notify the Secretary of State of the levels of fixed penalties so set”, and then 21(2), “Where notification of any levels of fixed penalties is required to be given ... the levels of fixed penalties shall not come into force until after the expiration of” - either (a) one month, or such shorter period as the Secretary of State may allow.

146. Clause 21(3), “If, before the expiration of that period, the Secretary of State gives notice to TfL that he objects to the levels of fixed penalties on the grounds that some or all of them are or may be excessive, those levels of fixed penalties shall not come into force unless and until the objection has been withdrawn”.

147. So that is a complete blocking power. You have the fixed penalty but it is unenforceable until the Secretary of State has given the OK.

148. Then clause 21(4), “If, at any time before the levels of fixed penalties required to be notified ... have come into force, the Secretary of State considers that some or all of them are excessive, he may make regulations setting the levels of fixed penalties.”

149. So he is given power to substitute a lower penalty, and then (5) and (6) deal with the fact that penalties must not be higher than those notified originally, and where the Secretary of State has made any regulations then TfL cannot do anything about it by setting new penalties until twelve months have elapsed, and clause 22 simply deals with the regulations.

150. So far as a precedent for this matter is concerned, one has that in tab 4, please, of our bundle, page 22, which is the London Local Authorities and Transport for London Act 2003, and that has provisions for fixed penalty offences and fixed penalty notices which are very similar to those which are incorporated, or proposed to be incorporated, through this particular Bill.

151. If I could then ask the Committee to go to the Petition at the bottom of page 2 under clauses 17-19, but remembering that at the bottom of the first page of the Petition they were specifically objecting only to 19, paragraph (6), "Clauses 17 to 19 and Schedules 1 and 2 provide a regime for fixed penalties as regards certain offences relating to London cabs which is similar for fixed penalties as regards certain offences under the Highways Act 1980. (c) Two of the offences proposed to be dealt with by way of a fixed penalty relate to plying for hire outside of the licensed area. The Promoters need to clarify that this is to apply solely to suburban yellow badge drivers, who can only ply for hire in certain areas of London, the reason being they have only acquired the knowledge for the area for which they are licensed. Your Petitioners are of the opinion that these offences should not be dealt with by a fixed penalty as they are serious offences. Firstly, any suburban driver who plies for hire outside his licensed area invalidates his hackney carriage licence. His insurance is dependent on his licence being valid and so is also invalidated. By driving whilst uninsured he is committing a serious endorsable offence.

152. The second offence of carrying excess passengers results, by the same token, in the same serious, endorsable offence since the driver is only insured for the stipulated number of passengers that the cab is licensed to carry. Carrying excess passengers therefore would also invalidate his insurance. Therefore your Petitioners respectfully request that the clauses relating to fixed penalty notices for these two offences be deleted".

153. Then, if I could ask the Committee to turn back to Schedule 1 in the Bill where we began at page 27, the Committee will see that the Petitioners do not appear to be objecting to the principle of the fixed penalty notices; it is merely in relation to the third and fourth item in the list, Article 31(1)(ii), plying outside the licensed area, and Article 33(1), carrying excess passengers.

154. Those are the two matters. As we understand the Petition, what they are saying is that those are such serious matters that they should not be dealt with by a fixed penalty. So far as that matter is concerned, what we say is that they will remain; if there is a breach of the insurance policy by the driver; if he is driving whilst uninsured, then he will continue to be committing a criminal offence - one which is under section 143 of the Road Traffic Act 1988 - and he will still be liable to prosecution by the police, if he has been driving whilst uninsured. That has nothing to do with this matter, but if it comes to the attention of the Public Carriage Office that there has been a breach of these matters - either a driver plying for trade outside the licensed area or carrying excess passengers - it seems to us it is right that we should take action, and it seems to us the most appropriate course would be to serve a fixed penalty notice in the way which is proposed in the Bill.

155. So far as plying outside his area is concerned, it is correct that at the present time that is aimed at those people who have badges which only entitle them to drive in certain parts of London. In the future there may be other categories of drivers who can only drive in particular parts of an area. That is an existing offence; all we are doing is not altering the offence but simply making it into a fixed penalty offence. That is giving the benefit to the driver of having the fixed penalty option if he chooses. If he does not choose it then the law will remain exactly as it is at the present time. Having said that, I will, as previously, call Mr Howard.

MR LUKE HOWARD, recalled
Examined by MR GEORGE

156. Mr Howard, in the briefest of terms, why are the fixed penalty provisions being brought forward?

(Mr Howard) As Mr George has said, this relates to offences that already exist and we believe that a fixed penalty regime will allow us to take action against these offences more effectively. That will improve the standard of taxi service by us to prevent abuses of the taxi regulations by drivers.

157. In cases where you have served fixed penalty notices, will that be recorded in your records so that it can be taken into account in connection with decisions in relation to revocation or renewal of a licence in due course?

(Mr Howard) Yes, it will.

158. So far as the offence which is specifically referred to in the Petition (that is plying for hire outside the area), can you just explain the circumstances in which that offence can be committed?

(Mr Howard) At the moment, within the area which we have responsibility for that only applies to the suburban drivers – those with the yellow badge – who are licensed for one or more of the nine suburban areas around the outer edge of London. The other drivers, green badge drivers, are licensed to ply throughout the whole of the licensed areas. So at the moment these apply to yellow badge drivers. We may in the future bring in provisions relating to other classes of driver who may also have geographical restrictions on where they can ply for hire, and so we are loathe to specify that it only applies to suburban drivers in the way that the Petitioner requests. We want the flexibility to apply it in other circumstances if those arise.

159. Turning to Schedule 1 of the Bill, it appears that the Petitioners would seek the elimination of Article 31(1)(2) and Article 33(1) on the grounds that those offences are too serious to be offences which can be treated by way of fixed penalty notices. What are your observations on that matter?

(Mr Howard) We accept that those may be offences which could invalidate the cab driver's insurance, although we do not deal with the insurance contracts. That is a matter, obviously, for the driver and insurance company. However, we do not think that is a reason to exclude these items. The fact that there is a more serious offence for which the driver could also be prosecuted does not affect our desire to have a more effective mechanism to take action against a driver who is breaking the rules that we are responsible for.

160. I have referred to section 143 of the Road Traffic Act 1988 which makes it a criminal offence to drive whilst uninsured. Would that continue to operate and be wholly unaffected by the provisions of the Bill?

(Mr Howard) To the best of our knowledge, yes, but it is a matter for the police to enforce that provision, not the PCO.

161. **MR GEORGE:** Thank you very much.

162. **CHAIRMAN:** Mr Fleming, do you wish to cross-examine?

163. **MR FLEMING:** Yes, just a couple of questions.

Cross-examined by MR FLEMING

164. **MR FLEMING:** Who will be the appointed officers for issuing the fixed penalty notices?

(Mr Howard) We have not determined that as yet. We will be looking at the different offences and the different enforcement --

165. Do you envisage it would be the Metropolitan Police?

(Mr Howard) It may be the Metropolitan Police; it might be Transport for London staff in various roles.

166. **MR FLEMING:** From what I can see, at the moment, there is a lot of confusion and people do not understand why someone would be breaking the law by driving in an area where he is not supposed to. Can you understand why?

167. **CHAIRMAN:** Before you answer the question, Mr Fleming, you will get an opportunity to make a statement.

168. **MR FLEMING:** You are not too clear on whether, if a person plies for hire in an area where he is not licensed, he invalidates his insurance.

(Mr Howard) We are not concerned with whether or not he invalidates the insurance. If the insurance is invalidated that is an offence for the police to prosecute. If he is breaking the terms of his cab licence by plying outside his area, because the license is constrained because the driver has only taken the knowledge for that area ----

169. You are the licensing authority. Should you not be concerned that somebody is driving without insurance?

(Mr Howard) Yes, we would be concerned, but our powers to act against it are limited. It would be for the police to act against an offence like that, as with any other driver.

170. **MR FLEMING:** You have not yet told us, have you, who is going to be enforcing the fixed penalty notices? We do not know whether it is the police or whether it is a TfL-appointed officer.

171. **MR GEORGE:** I can make that absolutely clear; it is covered by clause 17(4). “‘Authorised officer’ means a person authorised in writing by a TfL for the purposes ...”

Examined by THE COMMITTEE

172. **MR MILLER:** Both TfL and the Petitioners agree that driving whilst uninsured is a very serious matter. I have no doubt that TfL must have come across instances where this has occurred before. Is it the practice of TfL to automatically treat it as a serious matter and notify other agencies, such as the police?

(Mr Howard) I believe so, yes.

173. **MR STUART:** Can you envisage circumstances or are you aware of circumstances where someone could be in breach of these two articles and still have valid insurance?

(Mr Howard) It may be that the insurance policy that they have as a driver does not constrain them to comply with the taxi legislation. As I say, we are not aware of the detail of all the insurance policies that all the drivers may or may not have. That is a possible circumstance but I would not go further than that.

174. As Mr Fleming, I think, rightly said, surely it is pretty fundamental to your duty to supervise the taxi trade to take an interest in the nature of insurances held and have some idea of whether or not that is possible or not. If it is not and there are drivers without insurance, which is a serious offence, surely you should be seeking to notify the police of a serious prosecution rather than looking to issue a penalty notice.

(Mr Howard) We do not see it as either; this would complement the fact that they are guilty of a more serious offence of driving without insurance. That is beyond our powers to deal with. We would certainly hope the police would take action against that.

175. You imagine someone could - it might be a separate offence but it would be the same Act – be prosecuted twice, once by yourselves and once by the police?

(Mr Howard) The circumstances would be the same, so, yes.

176. **CHAIRMAN:** Mr George, do you wish to re-examine?

177. **MR GEORGE:** I have no questions.

The witness withdrew

178. **CHAIRMAN:** Mr Fleming, do you wish to make a statement?

179. **MR FLEMING:** Just very briefly, just going over what I have already put, that this is a serious offence; plying for hire outside the area does negate the driver's cab driver's licence. That, in turn, negates or invalidates his insurance. I would have thought the Public Carriage Office should have known that, for a start. It has been my experience from dealing with some of the Met Officers that they do not know the difference between plying for hire and touting. If we are going to have a TfL-appointed officer who is going to be enforcing these tickets we want to know whether he is clued up enough to know that if that driver is plying for hire outside his area that he is breaking the law. That is a serious offence. I do not see how anybody can do that and get away with a fixed penalty notice when a normal motorist out on the street would get six to eight penalty points put on his licence. We are supposed to be professional. I would have thought that the Public Carriage Office would know that. That is all I have to say, Mr Chairman.

180. **MR MILLER:** One simple question, which I have put to TfL. Do your members accept that such offences are so serious that TfL ought to notify the police?

181. **MR FLEMING:** I think if it is TfL that is actually doing it at the time – giving out fixed penalty notices – they obviously will, because they have a duty of care to the public. Whether our members would be happy or not, I do not know.

182. **CHAIRMAN:** Mr George, would you like to cross-examine?

MR ALAN FLEMING, recalled
Further cross-examined by MR GEORGE

183. **MR GEORGE:** I have only one matter. Mr Fleming, at the present time, when either of these offences, or indeed any of the offences within Schedule 1, are committed a TfL officer has to make a decision, does he not, whether there is to be a prosecution for that offence or not? At the present time, regardless of this Bill, when those offences are believed to have been committed, an officer of TfL has to make a decision: are we going to prosecute?

(Mr Fleming) If it was a TOCU member (Transport Operational Command Unit) or cab enforcement, they would issue summary proceedings against the driver.

184. There is no difference, is there, if there is a fixed penalty procedure? Similarly, exactly the same decision has to be made as to whether or not the offence has been committed. There is a separate matter, which the honourable Member, Mr Miller, has properly raised, as to whether it is then reported to the police, but the actual question of making a decision to prosecute is exactly the same as whether there is going to be a formal prosecution or whether there is going to be the preliminary stage of issuing a fixed penalty notice. Is that not right?

(Mr Fleming) That is correct, yes.

185. **MR GEORGE:** Thank you.

186. **CHAIRMAN:** Thank you.

The witness withdrew

187. **MR FLEMING:** Just one last point: if what Mr George has just said is if we have got a situation where a fixed penalty notice can be handed out to a driver and then reported to the Public Carriage Office, and then when it is seen the situation has arisen where he is driving without insurance and then the police are informed, the driver is then in double jeopardy. They can only have it one way or the other, can they not?

188. **CHAIRMAN:** Thank you very much. The Committee will now sit in private to consider our decision.

At 14.04 pm Counsel and Parties are directed to withdraw
and at 14.13 pm are again called in

189. **CHAIRMAN:** The Committee's conclusion is that the clause in the Bill which has been petitioned against should be allowed to stand as drafted.

190. May I say, Mr Fleming, on a personal note from the Committee, we believe you have presented the arguments of your members in a cogent manner, and we are very grateful. Thank you.

191. **MR FLEMING:** Thank you.

192. **CHAIRMAN:** May I now turn to the unopposed provisions of the Bill. Mr George?

193. **MR GEORGE:** Sir, I wonder if we could take, first, out of order, clause 49, which the Committee will find at page 24 of the Bill. I will ask if there could be circulated a little bundle which relates exclusively to clause 49. (Same circulated)

194. When that has been circulated, could I ask the Committee to go to Tab 1, page 2 where the Committee will find set out clause 49 in the form in the filled-up Bill because it makes it much clearer, at least I hope it does, when it is set out sequentially all in one document. Sir, I have Mr Regan, the Director of Corporate Finance at Transport for London here today if you think you need his assistance. clause 49 is the single clause in this Bill to which Transport for London attaches the greatest importance. It would give a qualifying subsidiary of Transport for London the power to enter into derivative investments for the purpose of limiting the extent to which Transport for London, a subsidiary of Transport for London, a joint venture of Transport for London or an associated undertaking of Transport for London would be affected by changes in interest rates and exchange rates and other market rates and prices which are specified in subsection (1A) of the Clause. If the clause passes into law and Transport for London's qualified subsidiaries are able to exercise those powers it is our belief that substantial sums of public money would be saved.

195. Since the Bill was deposited in Parliament in November 2005 there have been discussions between Transport for London and the government departments concerned. Those departments are the Department for Communities and Local Government, the Treasury and the Department for Transport. We are very grateful to those departments. There have been a number of constructive suggestions coming from departmental officials and, as a result, a number of amendments to clause 49 were made at the Unopposed Committee Stage in the House of Lords which more closely defined the extent of the powers. Those amendments went some way towards meeting the points of concern which had initially been raised in particular by the Department for Communities and Local Government. That enabled that department to indicate to the Committee in the other place that the Government no longer wished to recommend the removal of the clause from the Bill so long as further discussions took place in relation to the matter.

196. Sir, in this bundle which I have handed in you will find at Tab 7, page 14, the report by the Select Committee in the other place. At page 16 there is a heading "Clause 47". The Committee will see it says in paragraph 5: "The Promoters produced evidence demonstrating that such powers were indeed desirable and appropriate for Transport for London. The Promoters also proposed amendments to the Bill which more closely define the extent of the powers." Paragraph 7 on page 17 says, "From the evidence we heard we consider that in principle Transport for London should enjoy the powers which the clause seeks to confer on them, and we conclude that clause 47 should proceed with amendments. We consider that the Promoters and the Government should seek to conclude their negotiations before Committee Stage of the Bill in the House of Commons." Happily, those discussions not only did continue but they were concluded in the way that the Committee elsewhere was hoping and as a result there is not a report against this clause from any government department.

197. Sir, the departments concerned have asked Transport for London to put on the record a number of matters relating to clause 49. Sir, by your leave I would like to read out an agreed statement, which is paper A at Tab 2 of the bundle and this is because the Department want this to be on the official record, I think primarily in case others rely on this Clause. There is a general belief that there are exceptional circumstance here which make it appropriate for TfL to have this clause rather than it setting a precedent for others. With your leave I would like to read that statement onto the record. I think it will also explain to Members of the House a little bit more of how the clause will work. This statement has been supplied to and agreed by the departments.

198. “Clause 49 would confer on any qualifying subsidiary of Transport for London the power to enter into derivative investments (colloquially referred to as “swaps transactions”) for the purpose of limiting the extent to which Transport for London, a subsidiary of Transport for London, a joint venture of Transport for London or an associated undertaking of Transport for London will be affected by changes in interest rates; change rates; inflation; rates or prices applicable to any commodity which is used by any TfL body and rates and prices for Government Securities.

199. “Transport for London was established under the Greater London Authority Act 1999 as one of the functional bodies of the Greater London Authority. Transport for London has specific powers set out in the Greater London Authority Act 1999 which require Transport for London to exercise its functions for the purpose of facilitating the implementation of the Mayor’s Transport Strategy. While Transport for London is not a local authority generally under that Act, it is subject to the same capital finance regime as applies to local authorities and is required to undertake prudent management of its financial affairs. Local authorities do not have the power to enter into swaps transactions.” I know that two members of this Committee were members of local authorities and will be very well aware of that matter.

200. “However, the Government has recognised that Transport for London is different from principal local authorities in a number of ways.

201. “In contrast to most local authorities, Transport for London operates a capital intensive business. In 2006/07 Transport for London spent £2.4 billion on capital expenditure and its total capital expenditure in the five years to 2009/10 will be £13.4 billion. No local authority has an investment programme or use of financing on this scale. Transport for London’s commercial activities are more extensive than is typical for local authorities. Transport for London has substantial subsidiaries, such as London Underground Limited and London Bus Services Limited, which are registered under the Companies Acts. Section 157 of the Greater London Authority Act 1999 requires that TfL shall only exercise certain functions through a subsidiary. The scale and nature of Transport for London’s business is therefore different from that of local authorities and justifies the Transport for London Group being given the proposed powers to enter into swaps transactions.

202. “The powers proposed to be conferred by clause 49, as now amended, are subject to the following safeguards:

203. “(a) The power would only be exercisable for the purposes of the prudent management of the financial affairs of Transport for London and its subsidiaries and of limiting the extent to which any TfL body would be affected by changes in interest or exchange rates or the other matters specified in subsection (1A) ...” and that is the importance of subsections (1) and (1AA) in the Filled-up Bill.

204. “(b) The powers are only exercisable by qualifying TfL subsidiaries and not by Transport for London itself. Transport for London would not be able to exercise the powers and would, in this respect, be in the same position as a local authority.” I may add, that was a change made at the request of the departments that it only be TfL’s subsidiaries, not Transport for London itself.

205. “(c) The powers are only exercisable by subsidiaries of Transport for London which are ‘qualifying TfL subsidiaries’ as defined in the Clause. These are existing or future subsidiaries of Transport for London to which Transport for London has delegated powers

relating to its functions under sections 154(3)(b)(c) of the Greater London Authority Act 1999 to facilitate the promotion, encouragement and provision of safe, integrated, efficient and economic transport facilities and services to, from and within Greater London and securing, or facilitating the implementation of the Mayor's transport strategy. (See the definition of "qualifying subsidiary" in subsection (3)(h).)

206. "(d) Qualifying TfL subsidiaries will only be able to exercise the powers with Transport for London's consent and in accordance with any guidance or special or general directions given by Transport for London. (See subsections (1)(b) and (1B) to (1E). As explained in subparagraph (e) below, these amendments ensure that the subsidiaries are also subject to the governance regime set out in the Greater London Authority Act 1999.

207. "(e) Since the exercise of powers in clause 49 will be subject to Transport for London's ongoing control, Transport for London will be accountable for its subsidiaries' exercise of the powers; and the usual statutory safeguards which apply to Transport for London's functions will also apply to the powers of the Clause. In particular, the exercise of the powers will fall within the statutory remit of Transport for London's Chief Finance Officer under sections 114 and 115 of the Local Government and Finance Act 1988.

208. "Clause 49 would provide the Transport for London Group with a prudent way of managing certain financial risks. The clause requires that any transaction under the clause is entered into solely for the purpose of managing risk. The powers are subject to the restrictions and safeguards mentioned above and will not allow speculative investment in derivative instruments."

209. The Committee will recall that there was litigation in the courts about local authorities' use of swaps and so forth in the late 1980s and in those circumstances it was found that they were engaging in speculation. It was not being used just for risk management, it was being used for that. That is precluded in this case by the wording of the Clause.

210. "Transport for London will ensure that it has in place appropriate mechanisms for managing the use of derivatives. An outline of the safeguards and mechanisms which would apply is set out in the paper at item 3 in the bundle of exhibits. The functions of the Chief Finance Officer and the Prudential Code for Capital Finance in Local Authorities which are referred to in that paper are explained in the paper at Item 4 of the bundle of exhibits."

211. If we just go to Tab 3, Tab 3 was dealing with various examples of use. More important is Tab 4 which is the proposed safeguards; that is the paper C referred to. Within paper C, the safeguards, can I particularly draw attention to item 7, that "Any use of derivative instruments would be monitored on a regular basis by the Chief Finance Officer." So although it is a use by the subsidiary, it can only do it with the consent of TfL and it will be monitored regularly.

212. Tab 5 deals with what are the functions of the Chief Finance Officer and with the Prudential Code for Capital Finance in local authorities which members will probably be very familiar with since it has arisen and has been a matter of much discussion in the House in the past.

213. Let us come back to the note at the bottom of page 7.

214. “In light of the nature of Transport for London’s business, the assurances we have given and the safeguards now included in the Clause, the Department for Communities and Local Government is content that the clause forms part of the Bill.”

215. Sir, as I have said, I have got Mr Regan here if there are any questions in relation to the clause.

216. **CHAIRMAN:** I think, Mr George, we are content with your explanation. Thank you very much.

217. **MR GEORGE:** Sir, I am grateful. Can I just in passing mention that in the table of amendments there is one very minor amendment to a definition where a word “TfL” is put in. When at the end of the day the Committee is approving such clauses as it deems necessary to approve, could I ask that it record that it is not only the filled-up Bill but also what is in the table of amendments?

218. If I then go back to the beginning of the Bill, I will try and take this as briefly as I can and take it section by section.

219. Part 1 is purely preliminary matters and I do not think there is anything in that. Part 2 on congestion charging is a whole group of Clauses. None of them is by any stretch of the imagination a fundamental Clause, if I may put it that way. They are a series of useful tidying up clauses dealing with a variety of matters. I do not know whether there are any particular provisions - these are the one between clauses 4 and 8 - in which the Committee would be assisted by further explanation.

220. **CHAIRMAN:** No. Thank you.

221. **MR GEORGE:** I am grateful, Sir. Part 3 is on the cabs and here the Committee has the reassurance that you know that two taxi bodies have been scrutinizing these provisions and deciding to petition against some of them and you have had a flavour already of these provisions from the Opposed provisions. These clauses take us through from clause 9 to clause 26 and the vast majority of these approved wholly uncontroversial. Perhaps good examples of matters are that at clause 11, taxi drivers' badges, it is plainly absurd there should have to be a metal ticket in the modern day and age so it should be replaced by a substitute badge, and there are various provisions about the costs of badges and the like. I do not know whether there are any particular provisions in Part 3 upon which I can assist. I have here again my witness from earlier on if there are any questions.

222. **CHAIRMAN:** No.

223. **MR GEORGE:** I am grateful. Those sections include the private hire. Perhaps I should have drawn attention particularly to them, 23 and 26 are the private hire vehicles, but they rather mirror the taxi provisions and it is a similar code for which TfL is responsible.

224. Then one comes to surface transport and one has there very few provisions between 27 and 29. The important thing about 27 is that there is now to be provision for paying early. The Committee will be very familiar that that frequently happens with penalty fares and now there is express provision made for a bonus if you pay up quickly. That is what is done by clause 26.

225. Clause 28 is the one I mentioned in opening this morning. Although it is crossed out in the Filled-up Bill, in the table of amendments 28(1) and (2) are sought to be revived. It is 28(3) which is deleted, but 28(1) and (2) should have been in the Filled-up Bill. It is an error that they are deleted. All that they do is enable TfL to require people who have one of these penalty fares handed you to them to obtain their addresses and that then enables TfL to have a record of people. Frankly, if you have a whole series of occasions when you have given as an excuse some form of excuse after a time when you find they have got a record of the number of cases then they can, if need be, prosecute separately because plainly there is fare evasion going on. That is what clause 28 is aimed at.

226. Clause 29 falls into a different category. The present situation of the law is rather unsatisfactory in that TfL have got the power to serve an Anti-Social Behaviour Order by what is plainly a gap in the legislation, they have not got a power to enforce it themselves. All clause 29 does is give TfL power to enforce an Anti-Social Behaviour Order which they themselves have made. Are there any questions in relation to Part 4 of the Bill?

227. **CHAIRMAN:** We do have a question, either to be answered by yourself or by the witness.

228. **MR GEORGE:** I have got a witness here. It depends which clause it is.

229. **CHAIRMAN:** It is clause 29.

MR GRAHAM DAVEY, Sworn
Examined by MR GEORGE

230. I have got a special witness for clause 29 who has already been sworn and it is Mr Graham Davey. Mr Graham Davey, could you just explain the position you hold?

(Mr Davey) I am head of crime reduction in police liaison at Transport for London.

231. **MR GEORGE:** I am going to leave you now to be asked questions by the Committee.

Examined by THE COMMITTEE

232. **ANDREW MILLER:** ASBOs are issued under the Crime and Disorder Act 1998. I therefore am simply assuming that the scope of any ASBO is the same as one that can be generated through either the Metropolitan Police or any other police authority?

(Mr Davey) That is correct, yes. At the moment we have the power to apply for them as does any other authority, local authorities or the police.

233. The kind of constraints you can place on the offender are exactly the same?

(Mr Davey) They are.

234. They are not any wider or narrower, they are just exactly the same?

(Mr Davey) They are the same.

235. **ANDREW MILLER:** That is all I wanted to know.

236. **CHAIRMAN:** Are there any questions, Mr George? Would you like to re-examine?

237. **MR GEORGE:** No.

The witness withdrew

238. **CHAIRMAN:** Thank you very much.

239. **MR GEORGE:** Could we then move on to the next and really the longest section which is on street management?

240. As the Committee will be aware local authorities have very considerable powers under the Highways Act 1980 in respect of highways. What happened in 1999 when TfL was made the Highway Authority for certain roads, the most important roads in London, is that there was not transferred to TfL the same powers which the highway authorities previously exercised over them, so you have the anomalous situation that TfL does not have the powers in respect of its roads which the other local highway authorities have in respect of their roads. All that is done in Part 5 is to go through the Act and look at the instances where it has been felt that it would be desirable for TfL to have that same power and to give it to TfL. So none of these are new powers for local highway authorities: it is just that they will be new for TfL itself to have them in respect of its roads.

241. The one perhaps I draw attention to simply because members' eyebrows may have been raised by it is clause 34, power to erect flagpoles on GLA roads, because members may not have been aware that every highway authority has a power to erect a flagpole and a pylon on its roads, but if you think of, say, the Flora marathon or something like that, at present you can either put up a banner on a street column or a lighting column, under this power there will be a power to erect a particular flagpole for the occasion and then there is provision for taking it down.

242. But all of these provisions are subject to a very important one that the Planning Act does save. If one goes on to clause 48 on page 24, nothing in the Part affects the operation of the Town and Country Planning Act, and, furthermore, in almost all cases, the consent has to be obtained from the local highway authority as well, so they are restrictive.

243. Otherwise, as I say, I am entirely in your hands. I have here Mr Owen who could answer questions on any of the clauses, if the Committee has any questions.

244. **CHAIRMAN:** Thank you very much. We are content with your explanation.

245. **MR GEORGE:** Then one comes on to Part 6, which is Miscellaneous. The Committee has already heard me on clause 49.

246. Clause 50 has gone.

247. Clause 51 simply provides for the case where a local authority is displacing a person. At present it can provide replacement rehousing but it has not a power to provide replacement commercial property, for example, so it simply enables them, in addition to providing replacement dwellings, to provide replacement other properties. That is clause 51(b), which I suspect is wholly uncontroversial, and clause 52 gives a power in certain circumstances to revoke or vary certain highways orders.

248. Again, sir, I have a witness if there are any questions you want to ask.

249. **CHAIRMAN:** Thank you once again.

250. **MR GEORGE:** I am grateful.

251. Then perhaps I could simply call a witness, Ms Fiona Morris, in order to prove the Preamble.

MS FIONA EVELYN MORRIS, Sworn
Examined by MR GEORGE

252. Could you give your full name to the Committee please?

(Ms Morris) Felicity Evelyn Morris.

253. What position do you hold?

(Ms Morris) Principal lawyer within Transport for London (Legal).

254. Have you read the contents of the Preamble to the Bill?

(Ms Morris) I have.

255. Are they true?

(Ms Morris) They are true.

The witness withdrew

256. **MR GEORGE:** Sir, then, I simply end that matter with a request to the Committee that the Bill proceed subject to the amendments in the filled-Up Bill and those in the table of amendments.

257. **CHAIRMAN:** Thank you very much.

At 3.40pm Counsel and Parties are directed to withdraw and at 3.44pm are again called in.

258. **CHAIRMAN:** Having spent much time in deliberation, we confirm the Bill should proceed with the amendments as stated.

259. Thank you.

(The Committee adjourned at 3.45 pm)