

During the recent public hearing of Uber Britannia Ltd.'s (UBL) license renewal in York, it was discussed who accepts the booking, the driver or UBL.

Neil McGonigle, who is the head of Cities, North of England stated that UBL absolutely accepted the booking and that there were two contracts involved.

The contract for booking services, which was between UBL and the passenger. This contract was because of the provisions of the LGMPA 1976 which meant that they were responsible for maintaining records and dealing with lost property, he didn't explain how the booking was actually accepted.

The other contract was the contract for transportation, which is a contract between the driver and the customer. There is nothing in the Private hire legislation that refers to a contract between a customer and a driver, only a contract between a customer and the person who accepts the booking, which should be the licensed operator.

The issue was raised that the Uber booking platform which is licensed by Uber B.V is similar to that of another well-known platform named iCabbi. While both platforms do work similar the iCabbi system was developed in Ireland to work within the regulations set by the LGMPA 1976, the Uber platform was not, and it was developed as a peer to peer (P2P) system in the USA where legislation is completely different.

There are various sets of information available to show that it is the driver who accepts the booking and not UBL on record, a Canadian Court Case where Uber did not want to be classified as a taxi company, the equivalent of out Private Hire Operator, and also in the recent UK workers' rights tribunal. In both instances Uber stated that the booking is logged and recorded almost immediately after the driver accepts.

Further evidence of who accepts the booking is shown by Ubers surge pricing, where at busy times that customers are opening the App to book a journey, they are advised that the cost will be higher at that time. The algorithm for this can only engage while looking at customers opening the App, it cannot accept a booking and then change the price on it.

A customer that opens the App and there are no cars available cannot make a request, they are informed to try again later, again reliance on the driver being in the area to accept the requested booking.

The App has in some cities an option to make a scheduled request, notice they do not say an advance booking, where you input the time you wish to travel and this is stored in the App to make the request at that time. This request is also subject to surge pricing and a driver available to accept the request.

While at York it was advised that the App does not add to the question of UBL being fit and proper, I must argue against. It is a platform that does not sit within the regulatory framework of the UK and is being used by UBL knowing this.

If a driver was reported for using red diesel, the diesel would be a factor on that driver being fit and proper, even if the diesel is similar to standard diesel.

If an operator booked a job into the system that a driver had agreed to take with the public, which would be illegal and no different from how UBL log journeys against a driver in their system. It is still the process of how the booking is accepted after all.

UBL have two directors that are also directors of Uber London Limited (ULL) which has been refused a license for also not being fit and proper, this now makes four areas where they have been deemed as such, London, Reading, York and North Tyneside and Swansea

They have walked away from their applications in Crawley, Conway, Gateshead, Harrogate, Oxford, Preston, Wokingham, Sandwell and Worcester simply because they have been asked to explain in detail on who accepts the booking.

Uber were hacked some 13 month ago of 57 million user and driver accounts, of which 2.7 million were in the UK. While legally obligated to report this breach to the ICO within 72 hours, they instead chose to track down the hacker(s) and pay them \$100,000 and sign a disclosure agreement. To this day UBL are not registered with the ICO, should they say they are registered through ULL then everything else associated with ULL should be taken into account, including the 13,000 drivers that used the Uber ignition scheme and only receive a standard DBS certificate, the knowledge that TfL didn't notice this error is irrelevant to the company being involved in the level of the DBS obtained.

The application to renew states that the premises are for office use and not for that of a Licensed Private Hire Operator, this shows that they do not operate from Cambridge but are there to simply tick a box and as a drop in centre for drivers that are working in the area and not just for Cambridge Licensed drivers working on their platform.

Section 6 (a) of the application states that a customer can request a Wheelchair Access Vehicle, but when checked on the booking App this option is not available for customers. This is shown in Appendix A from the Uber screen shots.

Section 6 (c) asks if bookings can be made in advance, this has been explained previously in this document that they are not actually accepted by UBL in advance, merely stored within the users App. If the users mobile was to run out of battery or service coverage then this booking request would not be made.

Section 7 Mr Elridge has stated that he does not have any pending court cases, it is common knowledge that he along with ULL are involved in several court cases, those being appeals against ULL having its license renewal refused by TfL and Uber appealing the workers rights decision.

Mr Elridge states that he has not had a license refused, Reading and North Tyneside and Swansea would beg to differ.

Appendix A page 38 Uber explains that surge pricing works where high demand of customer requests and limited vehicles occur, how does a higher surge cost of a journey enable a reliable and quick if no vehicles are available?

How is a booking given to a driver? The response was , the Uber system identifies the best placed licensed partner-driver for the rider. When an available licensed partner-driver and vehicle has been identified, UBL accepts the booking, logs the booking on the system and allocates the booking to that partner-driver.

How is the partner vehicle identified, is it not by the driver accepting the request of the customer through the P2P platform and then as explained in court, the system then almost simultaneously records the details.?

Without fear or favour is how the committee must approach this hearing and its decision today and I trust that you will.

Soft evidence is only required, not hard evidence as a court of law would work on and that you only have to have reasonable doubt to make your decision.

Lee Ward

ALPHA Chairman

