

LICENSING COMMITTEE

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| <p>Date: Wednesday 29th April, 2026 Time: 1.00 pm Venue: Mandela Room</p> |
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AGENDA

1. Welcome and Fire Evacuation Procedure

In the event the fire alarm sounds attendees will be advised to evacuate the building via the nearest fire exit and assemble at the Bottle of Notes opposite MIMA.

2. Apologies for Absence

3. Declarations of Interest

4. Minutes - Licensing Committee - 16 March 2026

3 - 12

5. Licensing Updates

The Licensing Officer will provide a verbal update, if applicable, on any licensing appeals/revocations since the last meeting of the Committee.

6. Any other urgent items which in the opinion of the Chair, may be considered.

7. Exclusion of Press and Public

To consider passing a Resolution Pursuant to Section 100A (4) Part 1 of the Local Government Act 1972 excluding the press and public from the meeting during consideration of the following items on the grounds that if present there would be disclosure to them of exempt information falling within paragraphs 1, 2, 3 and 7 of Part 1 of Schedule 12A of the Act and the public interest in maintaining the exemption outweighs the public interest in disclosing the information.

8. Review - Combined Hackney Carriage and Private Hire Vehicle Driver Licence - Ref No. 07/26

13 - 22

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| 9. | Application - Private Hire Vehicle Driver Licence - Ref No. 08/26 | 23 - 30 |
| 10. | Application - Private Hire Vehicle Driver Licence - Ref No. 12/26 | 31 - 38 |
| 11. | Application - Private Hire Vehicle Driver Licence - Ref No. 13/26 | 39 - 54 |

Charlotte Benjamin
Director of Legal and Governance Services

Town Hall
Middlesbrough
Tuesday, 21 April 2026

MEMBERSHIP

Councillors L Lewis (Chair), S Hill (Vice-Chair), J Cooke, J Ewan, P Gavigan, TA Grainge, D Jones, J Kabuye, T Livingstone, J McTigue, M Nugent, J Platt and A Romaine

Assistance in accessing information

Should you have any queries on accessing the Agenda and associated information please contact Joanne Dixon / Rachael Johansson, 01642 729713 / 01642 726421, joanne_dixon@middlesbrough.gov.uk / rachael_johansson@middlesbrough.gov.uk

This document was classified as: OFFICIAL

LICENSING COMMITTEE

A meeting of the Licensing Committee was held on Monday 16 March 2026.

PRESENT: Councillors L Lewis (Chair), S Hill (Vice-Chair), J Cooke, J Ewan, P Gavigan, J Kabuye, J McTigue, M Nugent, J Platt and A Romaine

OFFICERS: J Bilton, J Dixon, T Durance, L Hooker (agenda item 10 only), R Johansson, and S Wearing.

APOLOGIES FOR ABSENCE: Councillors TA Grainge, D Jones and T Livingstone

25/89 **WELCOME AND FIRE EVACUATION PROCEDURE**

The Chair welcomed those present and highlighted the Council's Fire Evacuation Procedure.

25/90 **DECLARATIONS OF INTEREST**

There were no Declarations of Interest made by Members at this point in the meeting.

25/91 **MINUTES - LICENSING COMMITTEE - 23 FEBRUARY 2026**

The minutes of the Licensing Committee held on 23 February 2026 were submitted and approved as a correct record.

25/92 **LICENSING UPDATES**

The Principal Licensing Officer confirmed that there were no updates since the previous meeting.

25/93 **ANY OTHER URGENT ITEMS WHICH IN THE OPINION OF THE CHAIR, MAY BE CONSIDERED.**

With the Chair's consent, the Council's Legal Representative provided the Committee with a brief reminder in relation to the procedure used for voting at Licensing Committee, in accordance with the Council Procedure Rules of the Council's Constitution.

In summary, any proposal made by a Member of the Committee, must be seconded by another Member, and voted upon by a show of hands and decided by a simple majority. In the event of equal votes 'for' and 'against', the Chair will have the deciding 'casting' vote. Members were reminded that they may abstain from voting if they feel they do not have what they consider sufficient information to make a decision either way. Should the first proposal fail, a second proposal may be put forward, and so on.

NOTED

25/94 **EXCLUSION OF PRESS AND PUBLIC**

ORDERED that the press and public be excluded from the meeting for the following items on the grounds that, if present, there would be disclosure to them of exempt information as defined in Paragraphs 1, 2, 3 and 7 of Part 1 of Schedule 12A of the Local Government Act 1972 and that the public interest in maintaining the exemption outweighed the public interest in disclosing the information.

25/95 **REVIEW OF COMBINED HACKNEY CARRIAGE AND PRIVATE HIRE VEHICLE DRIVER LICENCE REF: 04/26**

The Principal Licensing Officer advised that the driver had sought legal representation prior to the meeting, however, the driver's representative was unable to attend today's meeting and, therefore, requested that consideration of the matter be deferred to the next available Licensing Committee.

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The Principal Licensing Officer advised that both the driver and his representative had confirmed their availability to attend the next meeting of the Licensing Committee on 13 April 2026.

ORDERED that consideration of the review of Combined Hackney Carriage and Private Hire Vehicle Driver Licence, Ref: 04/26, be deferred to the next meeting of the Licensing Committee, scheduled for 13 April 2026, to afford the driver and his representative the opportunity to attend.

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REVIEW OF COMBINED HACKNEY CARRIAGE AND PRIVATE HIRE VEHICLE DRIVER LICENCE REF: 05/26

The Corporate Director of Regeneration and Housing submitted an exempt report in connection with the review of Combined Hackney Carriage and Private Hire Vehicle Driver Licence, Ref: 05/26, where circumstances had arisen which required special consideration by the Committee.

The Chair introduced those present and outlined the procedure to be followed. The driver, who was in attendance at the meeting accompanied by his legal representative, verified his name and address and confirmed he had received a copy of the report and understood its contents.

The Principal Licensing Officer presented a summary of the report stating that the driver appeared before Members for review of his licence due to concerns regarding his honesty as a result of his alleged fraudulent actions.

It was noted that the driver had been licensed with Middlesbrough Council since November 2023, with his current licence due to expire on 31 October 2026.

The circumstances of the matter were that, on 14 January 2026, the Licensing Manager received an email from the Council's Legal Services stating that they had been notified by the Council's Integrated Transport Unit (ITU) that the driver had been contracted to undertake home to school transport runs and had submitted invoices for journeys that were not carried out, totalling more than £3,000.

Following receipt of this email, the Licensing Manager made further enquiries with the ITU and queried whether the matter had been reported to the Police.

On 15 January 2026, the Licensing Manager received an email from the ITU's Independent Needs Assessor in response to his enquiries. It was confirmed that the matter had been reported to the Police who stated they would not be dealing with the matter and it should, instead, be referred to the Council's Trading Standards department. The email provided an Overview of the details and requirements of the driver's school run contract which commenced on 3 September 2025 and this was attached at Appendix 1, in addition to a summary provided in the submitted report.

A letter, dated 26 November 2025, from the ITU to the driver, confirming the termination of his home to school transport contract was attached at Appendix 2.

The driver, accompanied by his wife, was interviewed by Licensing Officers on 17 February 2026, when he confirmed that he had carried out the specific home to school contract from 3 September 2025 to 19 November 2025 and that he had invoiced the ITU, in full, during this period. He also confirmed that he had been informed by the ITU that the invoices should not have been submitted and needed to be repaid. The driver stated he had initially paid the money back in instalments but had now paid the amount owed in full.

The driver explained that although he had undertaken home to school transport work previously, he had done so for an operator and that this had been his first time undertaking the contract directly with the ITU. He stated that he did not fully understand the invoicing process for the contract and, due to this uncertainty, had contacted the ITU by email and telephone, to seek clarification.

The driver provided Officers with screen shots of call logs from his mobile showing a total of 12 calls being made to the ITU between 30 September and 23 October 2025. Copies of the call logs were attached at Appendix 3, together with email correspondence between himself and the ITU.

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During interview, the driver provided a full account of events and this was detailed in the report. He also confirmed that he undertook a total of 12 journeys with the passenger. Following the interview, in view of comments made by the driver, Licensing Officers raised several queries with the ITU. Details of the emails exchanged on 18 February 2026, between Licensing Officers and the ITU, were set out in the report. The ITU responded that no contact was made by the driver and that they had no record of any calls being made to them.

On 2 March 2026, further correspondence from Licensing Officers to the driver requesting a screenshot of the driver's call logs showing the actual telephone number dialled and copies of all original emails between the driver and ITU. These were provided by the driver on 3 March 2026 and were attached at Appendix 4. Full details of the driver's response was outlined in the report.

On 4 March 2026, the Licensing Officer again emailed the ITU seeking further clarification regarding details of the dates, times and duration of calls made by the driver to the general ITU telephone number which he stated had been in relation to the non-attendance of the passenger and also in relation to the email sent to the driver by a member of ITU staff stating that the route would recommence on 17 September.

A response was sent on 5 March 2026 stating that the ITU was unable to record telephone calls, therefore, it was not possible to confirm whether the calls made by the driver were in relation to the absence of the passenger. When asked about the driver making calls to the general number, office staff stated he had not contacted them in relation to the absence of the passenger but had made several calls regarding payment delays when he first began the route.

With regard to the recommencement of the route on 17 September, it was stated that the member of staff who had sent the email no longer worked there so a definitive explanation could not be provided. However, it was believed that the passenger's grandparent who acted as passenger assistant was temporarily unable to accompany them and it appeared the route was paused until 17 September when this could recommence.

Further correspondence was exchanged regarding the duration of the pause put on the route and it was explained that this information was not held as the ITU had not been made aware that the passenger assistant had been unavailable until they contacted the ITU themselves on 15 September to explain the situation.

The driver and his legal representative confirmed the content of the report as being an accurate representation of the facts, and confirmed they had no questions on the report itself.

At this point in the meeting, an Officer from the Council's ITU joined the meeting. The Officer confirmed her name and job title and explained her role within the ITU. The Officer explained that she was attending on behalf of her Line Manager who unfortunately was currently unable to attend and, as such, had limited direct involvement with the case but had been briefed.

The Officer provided a brief outline of the circumstances of this particular home to school contract with the driver. The Officer also outlined the procedures in place in relation to home to school contracts, particularly regarding notification of non-attendance of passengers and invoicing by drivers for journeys.

The Officer responded to questions from Members of the Committee, the Council's Legal Representative and the driver's Legal Representative.

At this point in the meeting, it was confirmed that there were no further questions for the Officer. The Chair thanked the Officer for attending and she left the meeting.

The Chair invited the driver's Legal Representative to present the case on behalf of the driver. The driver's Legal Representative presented the facts of the matter and confirmed that the driver had repaid all of the money paid to him by the Council, in full, highlighting that this included the payments for the journeys that he had actually made with the passenger.

The driver and his legal representative responded to questions from Members of the Committee and the Council's Legal Representative.

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It was confirmed that there were no further questions and the driver, his Legal Representative, and Officers of the Council, other than representatives of the Council's Legal and Democratic Services teams, withdrew from the meeting whilst the Committee determined the review.

Subsequently, all parties returned, and the Chair announced a summary of the Committee's decision and highlighted that the driver would receive the full decision and reasons within five working days.

ORDERED that Combined Hackney Carriage and Private Hire Vehicle Driver Licence, Ref No: 05/26, be revoked, as follows:-

Authority to act

1. Under Section 61 of the Local Government Miscellaneous Provisions Act 1976 ("the Act") the Committee may revoke or suspend a Private Hire/Hackney Carriage Vehicle driver's licence on the grounds that:
 - Since the grant of the licence the driver had been convicted of an offence involving dishonesty, indecency or violence;
 - Since the grant of the licence the driver had committed an offence or breached the Act or the Town Police Clauses Act 1847;
 - for any other reasonable cause.
2. The Committee considered Section 61 of the Act, the Middlesbrough Council Private Hire and Hackney Carriage Policy 2022 ("the Policy"), the report and representations made by the driver and his representative.
3. The review of the licence was considered on its own particular facts and on its merits.

Decision

4. After carefully considering all of the information, the Licensing Committee decided to revoke the driver's Combined Hackney Carriage and Private Hire Vehicle driver's licence on the grounds of any other reasonable cause.

Reasons

5. The Policy on convictions was set out at Appendix G, Policy on the Relevance of Convictions, Cautions, Reprimands, Warnings, Complaints and Character.
6. The Policy stated that the Council could consider circumstances of concern even though a conviction had not been obtained or the conduct did not amount to a criminal offence.
7. The Policy stated that applicants, or existing licence holders, that were found to have intentionally misled the Council, would not be issued with a licence.
8. The Policy further stated that a licensed Hackney Carriage or Private Hire Vehicle driver was expected to be a trustworthy person and that a serious view was taken of any conviction and/or complaints involving dishonesty.
9. The driver had been licensed with the Council as a Combined Hackney Carriage and Private Hire Vehicle driver since 1 November 2023, with his current licence due to expire on 31 October 2026.
10. On 14 January 2026, Licensing Officers were notified that the driver had been invoicing the Integrated Transport Team ("ITT") for journeys that had not been completed. Legal Services were attempting to recover the money totalling £3,282.20. Officers were informed that a guardian of the child who was being transported to school, had been cancelling the taxi and that the driver was not entitled to payment for cancellations exceeding one consecutive day.
11. Details of the contract and the specifics of the arrangement were provided by the ITT to Licensing Officers. When signing up to the school transport work, drivers must sign a specific contract detailing the terms and conditions of the arrangement.

12. The ITT drew specific attention to Schedule 4, Clause 12, of the contract which stated that the driver '...must notify the Local Authority if the passenger did not attend on any day and must not claim any costs for the provision of this transport unless agreed by the Local Authority.' It further clarified that '...no payment was due if the passenger was absent for more than one day.' Finally, it was clear in that it stated '...the Authority reserved the right to recover all costs and may terminate the contract and remove the provider from the DPS.'
13. On 17 February 2026, the driver attended for an interview with Licensing Officers, a full summary of which was contained within the report.
14. The driver confirmed he had been invoicing the ITT in full for the period between 3 September 2025 and 19 November 2025, despite cancellations. He further informed Officers that once he had been notified that the invoices should not have been paid, he started to pay the money back in instalments but subsequently paid the full balance. The driver explained that this was his first time undertaking work for the Council and he did not fully understand the invoicing process.
15. The driver provided Officers with phone logs showing multiple calls to the ITT between 30 September 2025 and 23 October 2025, which he alleged were to explain he was unsure about the invoicing process.
16. The driver informed Officers that he completed 12 actual journeys but that he did keep the ITT informed that the child was not attending, via regular phone calls. He stated he never intended to overcharge but acknowledged that he did not fully understand the terms of the contract and was unaware that his method of invoicing was not permitted.
17. Officers sought clarification from the ITT regarding communication between the driver and ITT. The ITT initially stated they had received no contact from the driver, however, following further enquiries with all members of the team, it was determined that the driver had been in contact but that this was only regarding payment delays when he first began his route.
18. The ITT further clarified that responsibility for invoicing rests solely with the driver, who must provide an accurate record of the miles completed. The ITT had no reason to believe that the invoices submitted were anything other than an accurate reflection of service delivery.
19. An Officer from the ITT attended the Committee hearing to answer any questions Members or the driver may have had, as well as summarising the team's position. The Officer detailed the contract that drivers sign up to and the expectations of the same.
20. The Officer explained to the Committee that drivers could submit invoices weekly, but that payment was made monthly. The Officer also confirmed that the driver only completed four full day journeys and four half day journeys.
21. When questioned whether the driver had made frequent calls regarding the child/parent cancelling jobs, the Officer stated that, to her knowledge, the only calls made by the driver were queries in relation to late payments. When asked why the driver was paid despite informing ITT on 15 September 2025 that the child had only successfully been transported to school once that week, the Officer was unsure and stated that the payment team dealt with many contracts so assumed it had been missed, and there was an assumption that drivers invoice only for work completed.
22. The driver, through his representative, submitted that there were inaccuracies in the report, specifically with the comments of the ITT. It was submitted that during email exchanges, the ITT had confirmed there was no contact with the driver whatsoever, but subsequently they had confirmed that contact was made. The Representative further emphasised the call logs provided by the driver to evidence this.
23. It was submitted that the driver had no intention of deceiving the Council, and that he had continually informed the ITT of the passenger's taxi being cancelled. The driver referenced the call logs as evidence to this assertion, as well as the email of 15 September 2025. The driver stated he was informed by the ITT that he should continue to invoice in full and that the ITT would investigate it and get back to him. It was submitted by the driver that as the

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Local Authority was a large body, he expected them to communicate better and have a better process for checking payments.

24. The driver stressed that as soon as he understood he could not invoice as he had, he paid the money back, with the first instalment being made a couple of days after he was notified.
25. The driver submitted that he was a fit and proper person, stressed he had no convictions and reiterated that there was no intent to deceive the Council.
26. When asked by Members why he paid the money back if he felt he had done nothing wrong and that he had invoiced properly, the driver stated he was concerned for his livelihood and was an honest man. He stated he made the payments as he trusted the Council to be correct as it was a large authority.
27. The driver confirmed, when asked, that he submitted time sheets every week detailing the journeys, and that he was paid monthly.
28. When asked why he had not continued to email the ITT, as he had on one occasion on 15 September 2025, the driver stated that he was told he needed to telephone. He further stated that he believed that the parent would contact the ITT and notify them when the taxi was not needed.
29. When asked whether he understood the contract he signed up for, the driver stated he did understand it.
30. The Committee found, on balance, after considering all the information it was presented with, that the driver had acted dishonestly. The Committee determined that the driver should have known not to invoice for journeys that had not been completed, in line with the agreement he had signed.
31. The agreement stated that the driver was to notify the ITT when the taxi was cancelled, and the Committee determined that the driver had failed to do this. The Committee believed that the phone call logs showed multiple phone calls on the same days at varying times, specifically 16 October 2025 and 30 September 2025, and therefore found that it unlikely, on balance, that the driver was informing the ITT of the cancellations, and more likely to be, as the ITT stated, a problem with receiving payments.
32. The Committee found, on balance, that the ITT did not inform the driver that he should invoice in full despite cancellations, as the agreement specifically stated otherwise, and was policy.
33. Therefore, the Committee determined that it was the responsibility of the driver to invoice correctly for the journeys made or in line with the agreement for cancellations, and that he had failed to do so.
34. The Committee also found it puzzling as to why the driver would email on one occasion stating that journeys had been cancelled, but then revert to allegedly telephoning the ITT. On balance, the Committee determined that the driver did not call the ITT about cancelled jobs. The Committee also believed that despite the driver stating he was informed that the passenger's parent would notify the ITT, the onus was still on him to ensure he notified the ITT and, at the very least, invoice correctly.
35. The Committee believed that re-imburement of the invoices was only made as the driver had been caught out, and on balance, the Committee believed he would have continued to invoice incorrectly until this happened.
36. The Committee could not see any clear and obvious attempts by the driver to invoice correctly and, therefore, on balance, believed that he had acted dishonestly to receive full payments for work not completed. The Committee believed that the driver misled the Council.
37. The Committee did not believe that the driver was told to invoice in full and that the ITT would contact him to rectify the issue. The Committee believed it was clear from the ITT Officer's submissions, and the contract, that the responsibility rested with the driver.

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38. The Committee, therefore, found on balance, that the driver was not a fit and proper person to hold a licence in Middlesbrough.
39. If the driver was aggrieved by the decision he may appeal to a Magistrates Court within 21 days from the date of the notice of the decision. The local magistrates for the area was the Teesside Justice Centre, Teesside Magistrates, Victoria Square, Middlesbrough.
40. If the driver did appeal the decision and the appeal was dismissed by the Magistrates Court, the Council would claim its costs in defending its decision from the driver which could be in the region of £1,000.

25/97

REVIEW OF PRIVATE HIRE VEHICLE DRIVER LICENCE REF: 06/26

The Corporate Director of Regeneration and Housing submitted an exempt report in connection with the review of Private Hire Vehicle Driver Licence, Ref: 06/26, where circumstances had arisen which required special consideration by the Committee.

The Chair introduced those present and outlined the procedure to be followed. The driver, who was in attendance at the meeting, verified his name and address and confirmed he had received a copy of the report and understood its contents.

The Principal Licensing Officer presented a summary of the report outlining the circumstances leading to the review. It was noted that the driver had been licensed with Middlesbrough Council since January 2025, with his current licence due to expire in December 2026.

The driver appeared before Members for review of his licence following information received from Stockton Council's Licensing Team, on 28 January 2026, stating that they had been alerted to CCTV footage recorded by their Security and Surveillance Team during the early hours of that morning.

The CCTV footage showed the driver, in his Private Hire Licensed Vehicle, at 1.52am, stopping at a location in Stockton, and a lone female approaching the vehicle and speaking to the driver through the open front passenger window. The female, believed to be a sex worker, then entered the vehicle and was driven through several streets before the vehicle turned into a car park. Buildings obscured the view of the actual car park, however, it was noted that there was only one entrance/exit to the car park which was covered by the CCTV camera. The vehicle was subsequently recorded leaving the car park at 2.04am.

Subsequent enquiries undertaken by the Council's Licensing Officers confirmed the owner of the Private Hire Vehicle (which is leased to the driver) who confirmed the identity of the driver and that he had been driving the vehicle on the date in question. Booking records were provided to Licensing Officers by the driver's Private Hire Operator in relation to booking records for the time period in question, and this revealed there was no clear evidence of a valid booking for the time period covering the incident in question. A copy of the booking record was attached at Appendix 1.

The driver was interviewed by Licensing Officers 18 February 2026, when he provided an explanation in relation to the incident. A transcript of the Officers' notes from the interview were contained within the report. The driver had stated that he believed he had been allocated a booking from a second Private Hire Operator that he also worked for, however, upon checking his phone records, it was discovered that the timing of that booking was unrelated. When the CCTV footage was shown to the driver, he maintained that he could not remember why he was in the location in question or who the female was.

A Licensing Officer made further enquiries in relation to the incident on 19 February 2026 with the owner of the Private Hire Vehicle, in the presence of the driver. The vehicle owner stated that the driver had informed him that he had accepted an 'on screen' job from the second Private Hire Operator and upon arrival a female had got into the vehicle stating she had no money. The driver had subsequently driven the female to the car park, directed by her, and asked to wait. When she returned to the vehicle, she asked the driver to continue to another destination, however, she failed to pay the driver.

Subsequent checks with the second Private Hire Operator confirmed that there had been no private hire bookings made with the driver between 00:00 and 03:00 on 28 January 2026.

In addition to the information contained within the report, a 'story board' document prepared by Officers showing a location plan of the route taken by the driver regarding the journey in question, was attached at Appendix 2. Photographs of the car park and surrounding area/buildings were attached at Appendix 3.

At this point in the meeting, Members viewed the CCTV footage.

The driver was asked to present his case and provided his version of events in relation to the incident. The driver responded to questions from Members and the Council's Legal Representative.

It was confirmed that there were no further questions and the driver, and Officers of the Council, other than representatives of the Council's Legal and Democratic Services teams, withdrew from the meeting whilst the Committee determined the review.

**** SUSPENSION OF COUNCIL PROCEDURE RULE – EXTEND DURATION OF MEETING**

As the meeting had reached its three-hour time limit, the Chair proposed a Motion without Notice, in accordance with Council Procedure Rule 4.8.25 (ix), to extend the duration of the meeting beyond three hours.

The motion was seconded and voted upon unanimously as follows:-

ORDERED that, in accordance with Council Procedure Rule 4.8.25 (ix), the duration of the meeting be extended beyond the three-hour time limit in order to conclude the remaining business. **

Subsequently, all parties returned, and the Chair announced a summary of the Committee's decision and highlighted that the driver would receive the full decision and reasons within five working days.

ORDERED that Private Hire Vehicle Driver Licence, Ref No: 06/26 be revoked, with immediate effect, as follows:-

Authority to act

1. Under Section 61 of the Local Government Miscellaneous Provisions Act 1976 ("the Act") the Committee may revoke or suspend a Private Hire/Hackney Carriage Vehicle driver's licence on the grounds that:
 - Since the grant of the licence the driver had been convicted of an offence involving dishonesty, indecency or violence;
 - Since the grant of the licence the driver had committed an offence or breached the Act or the Town Police Clauses Act 1847;
 - for any other reasonable cause.
2. Under Section 61(2B) of the Act, if it appeared to be in the interests of public safety, the Committee could decide that the revocation was to have immediate effect.
3. The Committee considered Section 61 of the Act, the Middlesbrough Council Private Hire and Hackney Carriage Policy 2022 ("the Policy"), the report and representations made by the driver.
4. The review of the licence was considered on its own particular facts and on its merits.

Decision

5. After carefully considering all of the information, the Licensing Committee decided to revoke the driver's Private Hire Vehicle driver's licence on the grounds of any other reasonable cause. It decided that the revocation was to have immediate effect in the interests of public safety under section 61(2B) of the Act.

Reasons

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6. The Policy on convictions was set out at Appendix G, Policy on the Relevance of Convictions, Cautions, Reprimands, Warnings, Complaints and Character.
7. The Policy stated that the Council could consider circumstances of concern even though a conviction had not been obtained or the conduct did not amount to a criminal offence.
8. The Policy stated that if a licensed driver had been convicted of an offence, or had any connection with an offence involving or connected with illegal sexual activity or a form of indecency, they would not be licensed. Examples of such illegal activities included soliciting (kerb crawling).
9. The Policy stated that there may be situations where a licensed driver's behaviour may not be illegal, nevertheless may result in a licence being revoked. For example, a licensed driver having sexual relations, committing sexual acts or discussing matters of a sexual nature with a passenger, should expect to have the licence refused or revoked.
10. The Code of Conduct for Licensed Drivers stated that licence holders shall behave in a professional manner at all times.
11. The driver had been licensed as a Private Hire Driver since 3 January 2025, with his current licence due to expire on 31 December 2026.
12. On 28 January 2026, Licensing Officers were notified by Stockton Council Licensing Team that a Middlesbrough Council licensed Private Hire Vehicle had picked up a suspected sex worker.
13. CCTV footage showed the vehicle pull up on the kerb side before a lone female was seen walking down the road, conversing with the driver of the vehicle through the passenger window and then entering the vehicle. The vehicle was then driven to a car park, where it was out of view of the camera for several minutes, before driving off from the area.
14. On 18 February 2026, Cleveland Police informed Licensing Officers that they believed the lone female seen entering the vehicle on the CCTV, was a sex worker. Cleveland Police stated that whilst the female was not known to them, she had associates that were, or had been, sex workers and drug users.
15. The driver attended for interview on 18 February 2026, whereby he confirmed that he was driving the vehicle on that day and that he was the only person that drives the vehicle. A full summary of the interview was contained within the report.
16. The driver was shown the CCTV footage and informed Officers that he could not remember who the female in the footage was. He stated that the female had 'maybe booked the job' however upon checking his phone, confirmed there were no booking records for the period. When asked why he had taken the female to the car park, the driver sighed and stated 'nothing happened' and that he 'can't explain this'. He then stated that he 'did not understand and needed an interpreter'.
17. On 19 February 2026, Officers again spoke with the driver over the phone. The driver was on the call with the vehicle owner. The driver informed Officers that he had accepted an on-screen job from the second Private Hire Operator. The female entered the taxi and stated she had no money, so then directed the driver to the car park where she left stating she was going to get some money. The driver stated he saw the female leave through a gate and would have driven away but she left her wallet. The driver stated that the female returned and asked to be taken elsewhere and finally left the vehicle following an argument about payment. The vehicle owner explained that the Private Hire Operator would retract the job for 'non-payment related work' because it was deemed to be a 'no-show'.
18. Licensing Officers sought clarification of bookings from the Private Hire Operator between the hours of 00:00am and 03:00am, as well as any cancellations or retracted jobs. The Private Hire Operator confirmed that there were no records during that period of time.
19. Officers further contacted the driver on 3 March 2026 following a visit to the car park. The driver stated he believed the female went into one of the terraced houses via the alleyway,

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however, Licensing Officers clarified that the only entry to the alleyway was through one entrance point which was visible on the CCTV. The Driver then stated he had misunderstood and changed his account to state that the female had walked in the direction of the building that the car park belonged to but did not see where she went.

20. The Committee considered the driver's account at the hearing to be confused and disjointed. The driver reiterated that the female had booked a job, despite hearing from the Licensing Officer that Private Hire Operator had confirmed there were no records and that the other Private Hire Operator records had not shown a booking for the relevant period.
21. The driver reiterated that nothing untoward had happened with the female. The driver stated he had four children and a wife who depended on him to earn a wage.
22. The Committee found the driver to be disingenuous and found several inaccuracies in his account. The Committee believed that the driver had frequently changed his story to try and deceive Officers and found, on balance, that this was to distance himself from soliciting an individual for sexual services. The driver continued to state that the female had booked a job despite clear evidence from the Operators confirming no records of a booking existed.
23. The Committee believed the driver had again changed his story following the Licensing Officers' visit to the area and confirmation that there was no access to the terraced houses out of view of the CCTV.
24. The Committee found the driver to be untruthful and evasive with his answers to questions.
25. The Committee, therefore, on balance, believed that the driver was engaging the female for the purposes of sex work and subsequently tried to distance himself from this behaviour by lying to Officers and Members.
26. The Committee determined that the behaviour was unacceptable and, as a result, found that the driver had abused his position of trust. Consequently, the Committee felt that the driver was not a fit and proper person to hold a taxi licence in Middlesbrough.
27. The Committee found that, on balance, the female was likely a vulnerable individual and the driver had taken advantage and, therefore, for the safety of the public, determined that the revocation would be with immediate effect.
28. If the driver was aggrieved by the decision he may appeal to a Magistrates Court within 21 days from the date of the notice of the decision. The local magistrates for the area was the Teesside Justice Centre, Teesside Magistrates, Victoria Square, Middlesbrough.
29. If the driver did appeal the decision and the appeal was dismissed by the Magistrates Court, the Council would claim its costs in defending its decision from the driver which could be in the region of £1,000.

By virtue of paragraph(s) 1, 2, 3, 7 of Part 1 of Schedule 12A of the Local Government Act 1972.

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