

Shared E-Bike Services Trial

Memorandum of Understanding

Between

Melbourne City Council, Port Phillip City Council, Yarra City Council (the Councils)

and

The Operator (Lime Network Pty. Ltd. ABN. 21 628 322 930)

1. Background

- 1.1. The Councils encourage the use of active and sustainable modes of transportation and each has specified targets to increase the number of people riding bicycles.
- 1.2. Bicycle share schemes have the potential to encourage cycling and public transport use by providing an alternative mode choice. They can play a key role in mobility for Victorians.
- 1.3. The placement and use of shared E-Bikes, however, may result in undesirable amenity and other impacts if they are not managed properly.

2. Purpose of this MOU

- 2.1. The purpose of this Memorandum of Understanding (MOU) is to help Councils and The Operator work together to ensure that a shared E-Bike trial is successfully delivered in Melbourne. It documents the roles and responsibilities of the Councils and The Operator in relation to:
 - 2.1.1. the exchange of information
 - 2.1.2. agreed standards of service and maintenance
 - 2.1.3. mitigation of any impacts of shared E-Bike services on public amenity.
- 2.2. The parties wish to proactively address any issues during system implementation and operation.
- 2.3. The Operator and the Councils agree that this MOU is legally binding.

3. Collaboration & Openness

- 3.1. The parties will communicate freely and constructively with one another to ensure that all significant issues are discussed openly and resolved in a respectful manner.
- 3.2. The parties will share relevant information with each other. In the normal course of events, the parties will work on the assumption that information should be freely exchanged. This does not include commercially sensitive business information which is not relevant to the public interest or personal information

COMMERCIAL IN CONFIDENCE

which is to be treated in accordance with the *Privacy and Data Protection Act 2014* (Vic) and/or any other relevant privacy legislation.

- 3.3. The parties acknowledge that they have a mutual interest in the successful planning, development and delivery of the scheme. Nevertheless, it is recognised that the views and objectives of the parties may not always coincide. The parties will work openly and constructively to resolve any differences which emerge.

4. Point of Contact

- 4.1. The Operator must designate a central point of contact at management level for the purpose of communication directly with the Councils.

5. Communications and Media

- 5.1. The Operator will work with the Councils to design and implement a coordinated media and communications campaign aimed at ensuring information is clearly communicated to the community about the scheme.
- 5.2. The Operator and the Councils will meet on a regular basis agreed by both parties to identify and remedy any issues that arise for either party.
- 5.3. In the event of a serious incident, The Operator will notify the relevant Council as soon as they become aware.

6. Service Delivery Objectives

- 6.1. The trial is an opportunity to better understand the benefits and disbenefits of an E-Bike share scheme and to support the education and promotion of new and innovative transport technologies for the community. The service delivery objectives will be used to evaluate the success of the E-Bike Share scheme.
- 6.2. The parties agree that the objectives of the E-Bike Share scheme are:
 - 6.2.1. To improve the efficiency and performance of the transport system by increasing bicycle trips and reducing dependence on private motor vehicles and commercial passenger vehicles.
 - 6.2.2. To deliver a well-managed, service, that prioritises safety and avoids negative impacts to public amenity while maintaining efficient movement and comfort on our footpaths.

7. Evaluation

- 7.1. The trial will be evaluated on a quarterly basis. This will include an in depth review of The Operator's performance.
- 7.2. Evaluation criteria will include successful operation of the E-Bike Share scheme (number of users and trips) and issues management (number of complaints and resolution).
- 7.3. Evaluation outcomes will be publicised through media and other channels to ensure public awareness of performance.

8. Term

- 8.1. Unless earlier terminated in accordance with this MOU, the term of this MOU is twelve months from the date it is signed, unless otherwise agreed.
- 8.2. This MOU may be replaced by a more permanent arrangement at the expiration of this MOU, or as agreed by the parties. The performance of The Operator against this MOU and the degree of positive or negative impact of the E-Bike share scheme on the community, costs to the Councils, infrastructure costs, and safety and amenity will be factors in deciding upon more permanent arrangements.
- 8.3. Additional councils will be able to join this MOU with the agreement of the Councils and The Operator.

9. Variation

- 9.1. The Councils and The Operator agree that the terms and conditions of this MOU may be varied by agreement in writing.

10. Monitoring and Maintenance

- 10.1. The parties agree to the timeframes and the corresponding course of action set out in the Resolution Timeframes (Schedule 4).
- 10.2. the Operator must monitor bicycle locations to ensure that the bicycle parking requirements, densities and relocation timelines are being met.
- 10.3. The Operator will provide customer service and monitoring of complaints twenty four hours per day, seven days per week.
- 10.4. The Operator will provide a customer service phone line twenty four hours per day, seven days per week.
- 10.5. The Operator must provide adequate resources to receive and action complaints from the public and the Councils, in accordance with this MOU.
- 10.6. The Operator will be responsible for the activity and costs of retrieving abandoned bicycles from parks, waterways and public land.

11. Complaint management

- 11.1. The Operator must establish a system for tracking complaints from customers, the public and the Councils.
- 11.2. All complainants must be provided a case number when registering a complaint.

12. Customer safety and conduct

- 12.1. The Operator must follow all relevant laws and regulations.
- 12.2. The Operator must provide education and training through a variety channels on how users need to park safely and follow all relevant laws, regulations and the parking guidelines in this MOU.

COMMERCIAL IN CONFIDENCE

- 12.3. The Operator must encourage customers and others to reposition poorly located bicycles.
- 12.4. The Operator must take reasonable steps to manage customer behaviour to ensure compliance with exclusion zones, no parking zones and preferred parking zones identified by the Councils.
- 12.5. The Operator must deploy mechanisms to deter irresponsible use of E-Bikes including but not limited to issuing fines for parking in no parking zones and barring access to the system for repeated infringements.
- 12.6. After notice from a Council, a customer or the public, the Operator must ensure any bicycle which is not safe to operate is immediately disabled from service and repaired before the bicycle is returned to service.

13. Fleet size

- 13.1. The Operator must consult with the Councils prior to expansions of the fleet which are in line with the deployment plan.
- 13.2. The Operator must seek written approval from the Councils for expansion of the fleet size beyond the deployment plan.

14. Bicycle deployment and parking

- 14.1. The Operator must deploy bicycles considerately in relation to footpath space, congestion and public amenity.
- 14.2. The Operator will work in collaboration with the Councils and public land owners to determine the optimal deployment plan which balances customer demand with public amenity. This will need to be done both before the launch and throughout the trial period.
- 14.3. The Operator must act under the advice of the Councils to determine appropriate geofences, preferred parking zones, exclusion zones, no parking and slow zones both on a permanent and temporary basis.
- 14.4. The Operator must respond to the relevant Council's requests about the rebalancing and redistribution of bicycles in a timely manner.
- 14.5. The Operator will investigate opportunities to support the long-term strategy of the Councils to implement off-street storage of bicycles to reduce pressure on footpaths.
- 14.6. Bicycles that breach the User Parking Guidelines or Bicycle Deployment Guidelines established in this MOU can be impounded by the relevant Council. See Clause 18.6.
- 14.7. The Operator and Councils may identify designated areas where share bicycles should be parked. These may be virtually or physically delineated or both.
- 14.8. The Operator must direct customers to park in the designated areas and minimise parking outside this area.
- 14.9. Physically delineated parking areas may be established if approved by the relevant Council. Setup costs of these areas will be at the Operator's expense.

15. Insurance & Liability

- 15.1. The Operator shall hold a current public liability insurance policy with coverage for any injuries or damage that may result from use of its bicycles, which names and indemnifies councils to cover legal liability to third parties for personal injury or property damage as a result of an occurrence in connection with the business of the insured, as specified in the public liability policy in the name of the Operator.
- 15.2. The public liability policy shall extend to cover each of the Councils in respect to claims for personal injury or property damage arising out of the negligence of the Operator.
- 15.3. The sum insured should not be less than \$20,000,000
- 15.4. The Operator shall provide evidence of this insurance to the Councils upon request.
- 15.5. The Operator agrees to indemnify and to keep indemnified each of the Councils, their servants and agents from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the Operator's performance or purported performance of its obligations under this Contract and be directly related to the negligent acts, errors or omission of the Operator.
- 15.6. The Operator's liability to indemnify each of the Councils shall be reduced proportionally to the extent that any act or omission of the relevant Council, contributed to the loss or liability.
- 15.7. The Operator agrees to hold harmless the Councils their servants and agents in connection with all claims resulting from damage, loss, death or injury whatsoever which may otherwise be brought or made or claimed by the Operator against any of the Councils, except to the extent that the relevant Council is negligent.

16. Data sharing

- 16.1. The Operator and the Councils agree to cooperate and share data for the purposes of transport and urban planning, monitoring and compliance subject to commercial-in-confidence considerations, in accordance with the data sharing requirements (Schedule 5).
- 16.2. The Operator and the Councils agree to not share any data obtained from the MDS with third parties without express permission from the Operator.
- 16.3. The Councils agree not use the data obtained from MDS for monetary or financial benefit.

17. Supporting local businesses and people

- 17.1. The Operator must employ staff based in Metropolitan Melbourne under normal conditions of stable ongoing employment for the purposes of this scheme.

- 17.2. The Operator will support and partner with local businesses in the Melbourne community and report on this to the Councils.
- 17.3. The Operator must take steps to contribute to the Melbourne economy through local employment, partnerships and procurement to engage local businesses to promote local tourism, retail and hospitality.

18. Role and Responsibilities of the Councils

- 18.1. Each of the Councils will:
 - 18.1.1. Determine, if bicycles are placed in appropriate locations or deployed in excessive numbers and provide feedback to the Operator;
 - 18.1.2. From time to time, nominate a central point of contact who will be responsible for the direct communication with the Operator in relation to broken, damaged, unusable or abandoned and inappropriately placed or dangerously placed bicycles;
 - 18.1.3. Use its communications channels to encourage customers and the public to report issues to the Operator, park bicycles appropriately and champion responsible use of bicycles;
 - 18.1.4. Encourage Council staff and the community to report broken, damaged or unusable or abandoned and inappropriately placed or dangerously placed bicycles on Council managed land to the Operator.
- 18.2. The Councils may impound bicycles which are in breach of the resolution timeframes (Schedule 4) and charge a vehicle impound fee of \$435 per bicycle for the collection of impounded bicycles. This will not involve notification to the Operator. Standard vehicle impound recovery processes for the Councils will apply.

19. Exercise of Councils' powers

- 19.1. It is acknowledged and agreed that this MOU does not fetter or restrict the power or discretion of the Councils in relation to any powers or obligations the Councils have under any Act, regulation or local law that may apply.

20. Dispute Resolution

- 20.1. Parties agree to resolve disputes respectfully and privately.
- 20.2. In the event of a dispute, the Parties must meet within 5 Business Days of becoming aware of the dispute to endeavour to resolve the matter promptly
- 20.3. If disputed matters cannot be resolved, an independent mediator will be selected by the agreement of all Parties within two weeks, and the decision of the mediator will be binding on all Parties.

21. Ceasing of operations

- 21.1. The Councils shall be advised two months in advance of any decision to cease operations by the Operator.

COMMERCIAL IN CONFIDENCE

- 21.2. In any circumstance where operations are to cease, the Operator will be responsible for the retrieval of all bicycles and any associated property stored on land owned by the Councils, public or private landholders.
- 21.3. A plan detailing this approach must be submitted to the council two weeks prior to the operation ceasing.
- 21.4. Any bicycles which are not collected will be retrieved by council, an impound fee will apply and the bicycles will be recycled.
- 21.5. The Operator shall provide a surety of \$50,000 total to the Councils for the duration of the trial. This amount will be held by the Melbourne City Council and may be drawn upon by public agencies in the event that costs are incurred related to: (a) parks, waterways and public land clean-up fees or, (b) overdue unpaid impound fees at the conclusion of the duration of the MOU.
- 21.6. The Councils must provide appropriate evidence of costs incurred, including photographic imagery, to the Operator prior to drawing down on any of the surety for costs incurred retrieving bicycles from parks, waterways or public land.
- 21.7. The surety will be refunded 3 months after the conclusion of the trial to ensure that any clean-up costs are accurately accounted for.
- 21.8. The surety should only be accessed as a means of last resort and such costs should normally be addressed through the regular monitoring and maintenance activities of the Operator.

22. Termination

- 22.1. A breach to the terms of this MOU may result in its termination.
- 22.2. Any of the Councils can terminate or withdraw from the MOU with five days notice unless a longer period is otherwise agreed, without regard to any other clause. The Operator will then have 30 days to cease operations.

COMMERCIAL IN CONFIDENCE

EXECUTED as an AGREEMENT

SIGNED SEALED AND DELIVERED by)
ALISON LEIGHTON, DEPUTY CHIEF)
EXECUTIVE OFFICER, MELBOURNE)
CITY COUNCIL)


Alison Leighton (Dec 10, 2020 16:27 GMT+11).....


.....

Witness

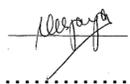
SIGNED SEALED AND DELIVERED by)
CHRIS CARROLL ACTING FOR PETER)
SMITH, CHIEF EXECUTIVE OFFICER,)
PORT PHILLIP CITY COUNCIL pursuant to)
an Instrument of Delegation authorised by)
Resolution of Council.)

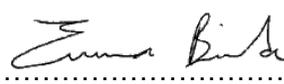

Chris Carroll (Dec 10, 2020 16:13 GMT+11).....


Connie Ticinovic (Dec 10, 2020 16:10 GMT+11).....

Witness

SIGNED SEALED AND DELIVERED by)
VIJAYA VAIDYANATH CHIEF EXECUTIVE)
OFFICER, YARRA CITY COUNCIL)
pursuant to an Instrument of Delegation)
authorised by Resolution of Council.)


.....


.....

Witness

SIGNED for and on behalf of the
The Operator as represented by

Name: Lauren Mentjox

Signature: 
Lauren Mentjox (Dec 10, 2020 18:18 GMT+13)

Witness: 

Name: David Dickinson

Signature: 
David Dickinson (Dec 11, 2020 09:09 GMT+13)

Date Dec 11, 2020

SCHEDULE 1

BICYCLE REQUIREMENTS

Bicycles used for the purposes of the shared E-Bike trial must have the following features:

- The Operator must endeavour to ensure bicycles are always equipped with helmets.
- Bicycles must be fitted with GPS tracking
- Bicycles must have field removable or exchangeable batteries to enable field maintenance as much as possible.
- Bicycles must be readily identifiable as belonging to the Operator and not be confused with other schemes or private bicycles.
- Bicycles must display contact information for the Operator including a phone number and unique identification numbers clearly displayed and fixed on all bicycles.
- Bicycles must not contain any third party advertising.
- The Operator must obtain consent from the Councils for any third party branding to be displayed on Bicycles
- Bicycles must comply with all relevant Australian Standards, legislation and regulations. When deployed all bicycles must have bells or other warning devices, front and rear lights, front and rear brakes and a rear reflector as per Australian Standards. All bicycles must also have sturdy kickstands. If bicycles are reported or otherwise identified to not comply with these requirements, the Operator will remove the bicycle from service in accordance with the resolution timeframes (Schedule 4)
- Bicycles must comply with all power and speed restrictions relevant to electric bicycles in the State of Victoria.

SCHEDULE 2

OPERATOR BICYCLE DEPLOYMENT

This section relates to the regular deployment and redistribution of bicycles by the Operator to commence services each day. The trial period is an important time to identify the deployment pattern for Melbourne.

- Bicycles must be parked in an upright position and not placed on footpaths that are less than 1.5 metres in width, or within 1.5m of the building line. They may not be placed where they could obstruct peak pedestrian flows or otherwise pose a safety hazard.
- Bicycle placement must not interfere with pedestrian access or amenity. Share bicycles should be placed at the kerbside at least 1.5m away from the building.
- The Operator must be proactive in the redistribution of bicycles according to demand to avoid excessive build-up in an area.
- Bicycles should be locked to public bicycle racks where available. However in order to retain access to parking for regular bicycles share bicycles should not completely occupy any bank of public bicycle racks.
- The Operator must seek Council's consent to the initial deployment plan including locations, number of bicycles.
- Bicycles should not be deployed in excessive groups, except for short periods in locations of high demand, as part of an agreed deployment plan with the Councils.
- The Operator must respond to feedback and requests from the Councils and other public land holders regarding issues with deployment and distribution.
- Councils and public landholders may nominate preferred parking locations. A preferred parking area must be communicated by the Operator to customers.
- The Operator will update geofencing requests of the councils as quickly as possible.

SCHEDULE 3

USER PARKING GUIDELINES

This section outlines the Councils' expectations for bicycle parking behaviour to mitigate amenity impacts of the scheme. This is separate but complementary to the deployment of bicycles by the Operator each day. These parking guidelines will support a successful dockless shared bicycle service.

If users have not complied with these guidelines, the Operator may penalise users through their customer accounts.

- The Operator must educate customers on the impacts of bicycle placement to mobility and vision impaired.
- The Operator must encourage appropriate parking behaviour by using channels such as, the Operator's App, website, social media channels and or face to face engagement at events.
- Operator to ensure that members of the public can safely reposition bicycles.

DO

- Keep busy footpaths clear.
- Park at least 1.5m away from the building line.
- Park at bicycle racks and use the cable lock.
- Keep the edge of the road clear to allow access to and from the road, including space to open car doors.

DO NOT

- Do not park on footpaths narrower than 1.5m.
- Do not park on infrastructure which provides warnings or assistance to people with vision impairment (tactiles, guides, steps, rails etc)
- Do not park by leaning. (including trees, buildings, poles, street furniture or any structure)
- Do not park adjacent to disabled car parking bays
- Do not lock bicycles to trees.
- Do not park on landscaped areas.
- Do not park in a way that endangers others.

SCHEDULE 4

RESOLUTION TIMEFRAMES

The following timeframes apply to the monitoring and maintenance of the parking guidelines Operator Bicycle Deployment and User Parking Guidelines schedule in this MOU.

If any of the timeframes listed below are exceeded, the bicycles are subject to being impounded by the relevant Council. This will not involve notification to the Operator. The relevant council's vehicle impound recovery processes will apply.

| Issue | Timeframe | Action |
|---|--|--|
| Dangerously placed | 2 hours | <p>'Dangerously placed' means any bicycle that is causing an unreasonable hazard to people's safety (i.e. parked across a road, or adjacent to or in disabled car parking bays).</p> <p>The Operator will relocate the bicycle within 2 hours of being notified.</p> <p>If first on the scene, a council or relevant authority may move, remove and/or impound a dangerously placed bicycle without notice in the interest of public safety.</p> |
| Bicycle reported as faulty / damaged / unsafe | <p>Immediately deactivated</p> <p>12 hours</p> | <p>'Faulty, damaged or unsafe' means: any bicycle which is unsafe to operate or does not meet Australian Standards 'Pedal bicycle-Safety requirements AS/NZS 1927:1998'.</p> <p>Upon notification of unsafe bicycle, operator must immediately deactivate bicycle.</p> <p>The bicycle must be collected or repaired within 12 hours.</p> |
| Otherwise non-compliant with deployment or parking guidelines | 12-hours | <p>'Inappropriately placed' means any bicycle that is placed in a location that is inconsistent with the deployment or parking guidelines schedules in this MOU.</p> <p>Operator must make bicycle compliant, within 12-hours of being notified.</p> |

Idle bicycles

The following timeframes apply to the turnover and movement of idle bicycles.

| Timeframe | Action |
|-----------|---|
| 0-3 days | No action. Bicycles may not be used for a period of up to 3 days. |
| 4-5 days | The Operator must relocate the bicycle or offer customer incentives to ride the bicycle to another destination. |

COMMERCIAL IN CONFIDENCE

| | |
|--------------------------|---|
| 6 + days | The bicycle may be retrieved and impounded by the relevant council. |
| 7 days after impoundment | The bicycle is recycled by the local council. The fee to release the bicycle remains outstanding and a fee equal to the cost of recycling is levied against the Operator. |

SCHEDULE 5

DATA SHARING REQUIREMENTS

All personal information must be collected, processed and stored in accordance with the requirements of the *Privacy and Data Protection Act 2014 (Vic)* and any other privacy legislation.

Each of the Councils will provide the Operator with copies of data privacy and sharing policies and principles prior to data or data services being provided.

The Councils and the Operator may renegotiate the data terms in the future if or when required.

The Council reserves the right to display information about operator’s performance on the Councils websites and apps.

Transport planning data

It is a requirement that anonymised data collected by the Operator is shared with the Councils via a free data service (API or similar) to assist with ongoing transport planning, infrastructure improvements and the development of shared transport services policy. It is a requirement for the Council to understand the routes taken by users. The following table sets out what minimum data is required.

| | Format | Description | Purpose |
|--------------------|--------------------------------|---|--|
| Trip record number | xxx0001, xxx0002, xxx0003, ... | 3-letter company acronym + consecutive trip # | Determine bicycle volumes |
| Trip duration | MM:SS | n/a | Bicycle user behavioural insights |
| Trip distance | KM | n/a | Bicycle user behavioural insights |
| Start date | MM, DD, YYYY | n/a | Monitoring of peak/off-peak flows |
| Start time | HH:MM:SS (00:00:00 – 23:59:59) | n/a | Monitoring of peak/off-peak flows |
| End date | MM, DD, YYYY | n/a | Monitoring of peak/off-peak flows |
| End time | HH:MM:SS (00:00:00 – 23:59:59) | n/a | Monitoring of peak/off-peak flows |
| Start location | GPS location | n/a | Supporting safer infrastructure investment |

COMMERCIAL IN CONFIDENCE

| | | | |
|-------------------|-------------------|---|--|
| End location | GPS location | n/a | Supporting safer infrastructure investment |
| Trip route | GPS waypoints | n/a | Supporting safer infrastructure investment |
| Bicycle ID number | xxxx1, xxxx2, ... | Unique identifier for every vehicle, determined by operator | Micromobility performance analysis |

Monitoring and compliance data

It is a requirement that data collected by the Operator about bicycle status is shared with the Councils via a free data service (API or similar) to assist with enforcement and monitoring of the service. The following table sets out what minimum data is required.

| | Format | Description | Purpose |
|---------------------------------|----------------------|--|--|
| Bicycle ID number | xxxx1, xxxx2, ... | Unique identifier for every vehicle, determined by operator | Quality assurance and auditing |
| Trips taken | Trip IDs | Trips taken | Performance evaluation |
| Battery status | % | Current battery charge | Quality assurance and auditing |
| Idle location | GPS location | n/a | Monitoring of idle bicycles |
| Idle duration | HH:MM:SS | Time spent in a location | Monitoring of idle bicycles |
| Complaints received by operator | Details of complaint | Information available describing the nature and cause of the complaint | Customer service integration with Councils |
| Complaint ID number | xxxx1, xxxx2, ... | Case number | Customer service integration with Councils |
| GPS functionality | | Current GPS status | Quality assurance and auditing |

Open data

For the purposes of innovation and to comply with the City of Melbourne open data policy, the Operator must provide a public, open and free data service (API or similar). The Operator will determine which data can be shared publicly in accordance with the requirements of the *Privacy and Data Protection Act 2014* (Vic) and any other privacy legislation.

Monthly performance reporting

A performance data report is to be sent to the Councils on a monthly basis which includes the following information.

| Number as of | (Date) |
|---|----------------------|
| Accumulated registered users | xx |
| Accumulated bicycles | xx |
| Accumulated trips | xx |
| Accumulated trips duration (hours) | (Time period) |
| Average | (Time period) |
| Unique bicycle users | xx |
| Unique bicycle users / day | xx |
| Number of trips /day | xx |
| Time (minimum) / trip | xx |
| Trip durations (hour) /day | xx |
| Trip duration (hour) | xx |
| Trip time of day | (Time period) |
| 0.00am – 5:59:59am | xx |
| 6:00am – 11:59:59am | xx |
| 12pm – 5:59:59pm | xx |
| 6pm-11:59:59pm | xx |

In addition to the above, the report should include the following information :

- Trip time of day – an hourly breakdown
- Heat map of use across the Councils.
- Deployment locations overlaid with heat maps.
- Number of issues and complaints from users opened, closed, outstanding.
- Number of issues and complaints from the Council opened, closed, outstanding and the average response time
- Number of accidents/crashes including available details such as location, nature and severity
- Number of “dangerously placed” urgent matters dealt with and response times.
- Number of “faulty / damaged / unsafe” urgent matters dealt with and response times.
- Number of “Otherwise non-compliant” bicycle reports and response times.