

10.7. North Sydney Bike Share - Lime Proposal

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ATTACHMENTS	1. Stakeholder and Community Engagement Plan example [10.7.1 - 2 pages] 2. Draft Bike Share Memorandum of Understanding [10.7.2 - 15 pages]
CSP LINK	2. Our Built Infrastructure 2.1 Infrastructure and assets meet diverse community needs 2.3 Prioritise sustainable and active transport 2.4 Efficient traffic mobility and parking

PURPOSE:

The purpose of this report is to provide details of a proposal from Lime Network Pty Ltd (Lime) to enter into a memorandum of understanding with Council to conduct a 12-month share scheme e-bike trial within the North Sydney Local Government Area (LGA).

EXECUTIVE SUMMARY:

- Lime Network Pty Ltd is proposing to conduct a 12-month e-bike shared scheme trial in the North Sydney Local Government Area through a Memorandum of Understanding (MoU) with Council.
- The trial proposes the initial deployment of 250 e-bikes across the LGA, with an increase to 500, if the demand permits and the conditions of agreed MoU are upheld.
- There is no cost to Council for operation of the scheme. The Draft MoU commits Lime to response times for the resolution of issues and the ability for Council to implement geo-fencing ('no-ride', 'no parking' or 'go-slow' areas).

RECOMMENDATION:

1. THAT Council:

- i. notes the proposal from Lime Network Pty Ltd (Lime) to conduct a 12-month e-bike shared scheme within the North Sydney Local Government Area;
- ii. delegate authority to the General Manager to finalise negotiations and enter into a Memorandum of Understanding with Lime Network Pty Ltd for a 12-month share e-bike trial to operate in the North Sydney LGA; and
- iii. notes that should the trial proceed, reports will be brought back to Council summarising the progress of the e-bike shared scheme trial, six months after the start of the trial and at the end of the proposed 12-month trial.

Background

Lime Network Pty Ltd (Lime) is proposing a 12-month e-bike bike share scheme trial in the North Sydney Local Government Area, commencing in September 2023. The proposal, which requires both parties to enter into a Memorandum of Understanding (MoU) (Attachment 2 to this report), will provide sustainable and active transport options for residents and visitors within the North Sydney LGA.

The Lime e-bike share scheme trial proposal includes:

- a total of 500 e-bikes with 250 initially and a further 250 deployed after two months, dependent upon demand;
- an experienced team of field staff and mechanics working 24 hours a day, seven days a week; and
- a marketing and communications plan to inform potential riders of the service and the zone of operations (Attachment 1 Stakeholder and Community Engagement Plan example).

Lime will operate the e-bike scheme at no cost to Council and proposes ongoing, fortnightly meetings with Council staff to discuss operator performance and improvements for the program.

About Lime

Lime is the largest e-bike bike share company in Australia and has been operating in the City of Sydney for more than three years. Lime's aim is to provide a shared, carbon-free, and affordable micro-mobility transport option to complement the existing walking, cycling, public transport, car share and vehicle infrastructure in the North Sydney LGA.

Lime is proposing an improved service from previous bike share programs, which have since ceased operations in North Sydney. The improvements include:

- GPS-tracked vehicles via in-built mapping; trackable in real-time;
- anti-vandalism features - heavier, wheel lock, integrated wiring;
- advanced geofenced speed limiting capabilities;
- consistent and detailed data feeds;
- modular construction, long lifespan; and
- cost effective retrieval for idle or displaced bikes.

Memorandum of Understanding

The trial requires parties to enter into a Memorandum of Understand (MoU) with Council. The Draft MoU specifically includes provisions to make the agreement legally binding on both parties.

It should be noted that the Draft MOU does not the fetter or restrict the power or discretion of the Council in relation to any powers or obligations the Council have under any Act, regulation or local law that may apply. Furthermore, Council can withdraw from the MoU at any time with notice to the Operator.

Managing Complaints and Incidents

The trial will include a 24/7, multi-lingual incident reporting via phone or email. Incidents are categorised as follows, dependent upon how quickly they need to be addressed:

- Category 1 incidents require an immediate response from Lime.
- Category 2 incidents require a response within two hours of notification.
- Category 3 incidents have varying response times, but Lime aims to exceed Council requirements.

The Draft MoU requires Lime to store all data in relation to complaints received in relation to the scheme and make this available to Council through a free data service. This includes complaint ID and details of the complaint.

Lime is responsible for managing all complaints received during the trial period. Lime will be required to provide Council with case numbers for all registered complaints during the trial. A successful complaints management system will be critical in considerations to continue the trial beyond the 12-month period.

Managing Parking

It is acknowledged that bike parking has been an issue in previous bike trials. Lime is proposing to implement a range of measures to manage 'post ride' parking of e-bikes. These measures include:

- free-floating model - with 'no parking', preferred and incentivised parking zones;
- Lime Foot Patrol rapid response team – foot patrols are deployed in high use areas or 'Hot Spots', and at large events to minimise clutter and maintain tidiness;
- SightGlass Visual Position System – at the end of each trip, Lime prompts riders to take a photo to confirm correct parking, which is the validated through Google's Street View imagery; and
- incentives and fines – improper parking is penalised assessed using a progressive discipline policy, which starts with a warning and attracts final penalties if improper parking continues.

The table on the next page sets out the proposed timeframes for managing issues related to parking of bikes, based on the severity of the issue.

Issue	Timeframe	Action
Dangerously placed	Two hours	'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). The Operator will relocate the bicycle within two hours of being notified. If first on the scene, Council or other relevant authority may move, remove, and/or impound a dangerously placed bicycle without notice in the interest of public safety.

Issue	Timeframe	Action
Bicycle reported as faulty / damaged / unsafe	Immediately deactivated 12 hours	'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'. Upon notification of unsafe bicycle, operator must immediately deactivate bicycle. The bicycle must be collected or repaired within 12 hours.
Otherwise non-compliance with deployment of parking guidelines	12-hours	'Inappropriately placed' means any bicycle that is placed in a location that is inconsistent with the deployment or parking guidelines schedules in this MOU. Operator must make bicycle compliant, within 12-hours of being notified.

Table 1. Resolution timeframes for e-bikes

Customer and Community Safety

To ensure the safety of riders and the community, Lime proposes to implement the following measures:

- all new riders must pass a safety quiz before riding, testing on road rules;
- penalties for improper parking and riding behaviour;
- insurance for all riders and third parties when riding; and
- every bike is fitted with lights, reflectors, and a helmet.

Lime also has an insurance policy for the protection of e-bikes users and the general community (third parties) as follows:

- Public Liability Insurance up to \$20,000,000, and comprehensive insurance covering third party liability.
- Personal accident insurance covering riders in the event they have an accident and sustain a personal injury while using the e-bikes.
- Third Party Insurance protecting public and third parties in the event a ride or a device causes injury to people or damage to property.

Data and Privacy

All customer data collection and information sharing between Council and Lime will adhere to Privacy and Personal Information Protection Act 1998 (NSW), Government Information Act 2009 and other relevant privacy legislation.

Designated Council staff will have access to Lime's data and reports. Anonymised user/customer data can be used for the purposes of Transport planning, infrastructure improvements, policy, monitoring and compliance. Available data includes:

- complaint ID and complaint details
- number of trips
- number of devices and vehicle types
- number of riders

- number of trips per vehicle
- median trip (seconds)
- median Distance (metres)
- heatmaps of ride routes

Equipment



Lime Bikes – Generation 4 e-bikes

Lime is proposing to roll out the latest Generation 4 e-bikes in the North Sydney LGA. The generation 4 e-bike has been ridden over 38 million kilometres, had over 20 million rides, and has a 99.992% incident-free record.

Features include:

- in-built geofence mapping.
- integrated helmet lock that is detachable and trackable.
- Reduced speed training mode.
- automatic wheel-locking when not in use; and
- unique ID number prominently displayed.

Sustainability

Lime operates a carbon-neutral fleet across Australia, certified by the globally recognised CarbonNeutral[®] protocol.

Lime further promotes social and environmental sustainability through a range of programs, including:

- working with disability advocacy groups for improved access;
- affordable options for low incomes;
- 'Round Up' donations to not-for-profits;
- tree planting on behalf of every new Lime Pass member; and
- Partnership with One Tree Planted and the World Wildlife Fund to support climate initiatives and conservation efforts.

Consultation requirements

Community engagement has not been undertaken in relation to this trial, however Lime is proposing to conduct community engagement over the course of the trial. Further details of this engagement are contained in Attachment 1 to this report.

Financial/Resource Implications

There are no financial implications associated with Council accepting the recommendations within this report.

Legislation

The Impounding Act 1993 (the Act) and Impounding Regulation 2013 (the Regulation) has specific clauses enabling Councils, and other impounding bodies, to manage bike share services. Division 5 Additional powers in relation to shared devices of the Act assumes the responsibility for managing the bikes on the operator of the scheme and provides powers to council to enforce the Act.

Appendix - Stakeholder & Community Engagement Plan Example

Goals: identify and mitigate concerns from peak advocacy groups and internal stakeholders, create a framework for open dialogue, and allow the plan to be adaptable. Lime's stakeholder management and engagement will be led by our Head of Government Affairs, William Peters.

Weeks 0 - 2

- Meet with the Council's representatives to present our draft strategic communication plan based on our exact deployment schedule, discuss any potential concerns, and implement this feedback in our communications plan.
- Brief our wider advocacy network such as Walk Sydney, Council on the Ageing (COTA), Vision Australia, Blind Citizens Australia and Guide Dogs NSW, and request feedback.
- Brief Transport for NSW and request feedback.
- Distribute findings to our internal stakeholders for review.
- Finalise communications plan and distribute through Lime's engagement channels in Sydney, print, digital, paid, and earned media.
- Engage local media to promote initiatives such as responsible parking and incentives for users to keep areas accessible.

2 weeks to 3 months

- Seek initial feedback from our advocacy network during the launch period.
- Adapt plan depending on feedback.
- Cultivate successful messaging and reiterate this through local media.
- Undertake customer and internal stakeholder research to understand any unknown benefits or flaws in our approach.
- Circulate findings to internal stakeholders and implement found improvements on our communications plan.

3 months - 12 months

- Monthly group meetings with our internal stakeholders and advocacy groups to evaluate the trial and identify any adverse issues with our approach to the Programme.
- Mitigate if any are found through proactive outreach with users.

Lime will meet with community stakeholders, including TfNSW to present our draft strategic communication plan based on our exact deployment schedule. With the relevant stakeholders we will discuss any potential concerns and further develop our plan to reflect any feedback.

Shared E-Bike Services Memorandum of Understanding

Between

[Insert Name of Council] (the Council)

and

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

1. BACKGROUND

- 1.1 The Council encourages the use of active and sustainable modes of transportation, and has 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 residents and visitors.
- 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.
- 1.4 The Operator operates its shared E-Bike services in accordance with the *Public Spaces (Unattended Property) Act 2021 (NSW) (PSUP Act)* and the *NSW Code of Practice for Class 2 Items (Shopping Trolleys and other Sharing Service Items) (NSW) (Code of Practice)*, which is made pursuant to Section 20 of the *Public Spaces (Unattended Property) Act 2021, Public Spaces (Unattended Property) Regulation 2022 (NSW) (PSUP Regulations)*.

2. PURPOSE OF THIS MOU

- 2.1 The purpose of this Memorandum of Understanding (MOU) is to facilitate collaboration between Council and the Operator to ensure that shared E-Bike services are successfully delivered in the local government area. It documents the roles and responsibilities of the Council 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 Council agree that this MOU is legally binding.

3. COLLABORATION & PROCESS

- 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 which is to be treated in accordance with the Privacy and Personal Information Protection Act 1998 (NSW) and/or any other relevant privacy legislation.

3.3 The parties will adhere to the Government Information (Public Access) Act 2009 (GIPA) obligations, including:

3.3.1 The Operator must, within seven (7) days of receiving a written request from the Council, provide the Council with immediate access to and/or copies of the following at its own expense:

3.3.1.1 information that relates directly to the performance of the services;

3.3.1.2 information collected by the Operator from members of the public to whom it provides, or offers to provide, services in respect of or arising from the Services; and

3.3.1.3 information received by the Operator from the Council to enable the Contractor to perform the Services.

3.3.2 For the purposes of subclause 3.3.1, the Operator is not required to provide the Council with access to:

3.3.2.1 information that discloses or would tend to disclose the Operator's financing arrangements, financial modelling, cost structure or profit margin;

3.3.2.2 information that the Operator is prohibited from disclosing by any Act, whether of any State or Territory or of the Commonwealth; or

3.3.2.3 information that, if disclosed to the Council, could reasonably be expected to place the Operator at a substantial commercial disadvantage in relation to the Council, whether at present or in the future.

3.4 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 Council.

5. COMMUNICATIONS AND MEDIA

5.1 The Operator will work with the Council 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 Council 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 Council as soon as they become aware.

6. SERVICE DELIVERY OBJECTIVES

6.1 The parties agree that the objectives of the E-Bike Share scheme are:

6.1.1 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.

6.1.2 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 E-Bike share scheme 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 may, at the discretion of Council, be publicised through media and other channels to ensure public awareness of performance.

8. TERM

- 8.1 This MOU will remain in effect unless otherwise agreed in writing or terminated in accordance with clause 22. Additional councils will be able to join this MOU with the agreement of the Council and the Operator.

9. VARIATION

- 9.1 The Council 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 Council, 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 Council.
- 11.2 All complainants must be provided a case number when registering a complaint.
- 11.3 The Operator must provide details of complaints if requested and relevant to internal Council complaints management.
- 11.4 For the purposes of this section, a complaint is an enquiry pertaining to the real or perceived unsatisfactory or unacceptable operations of the Operator.

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 channel on how users need to park safely and follow all relevant laws, regulations and the parking guidelines in this MOU.
- 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 Council.
- 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 the 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 Council prior to expansion of the fleet which are in line with the deployment plan.
- 13.2 The Operator must consult with the Council prior to any 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 Council and public landowners 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 operation of the E-Bike shared scheme.
- 14.3 The Operator must consult or act under the advice of the Council 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 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 Council 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 Council 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 Council. Setup costs of these areas will be at the Operator's expense.

15. INSURANCE AND 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 Council to cover legal

liability to third parties for personal injury or property damage because 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 Council 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 Council upon request.
- 15.5 The Operator agrees to indemnify and to keep indemnified the Council, its 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 the Council, 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 the Council shall be reduced proportionally to the extent that any act or omission of the Council, contributed to the loss or liability.
- 15.7 The Operator agrees to hold harmless the Council, 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 Council is negligent.

16. DATA SHARING

- 16.1 The Operator and the Council 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 Council agree to not share any data obtained from the MDS with third parties without express permission from the Operator.
- 16.3 The Council agrees not use the data obtained from MDS for monetary or financial benefit and must not use the data to identify any individual.

17. SUPPORTING LOCAL BUSINESSES AND PEOPLE

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

18. ROLE AND RESPONSIBILITIES OF THE COUNCIL

- 18.1 The Council will:
 - 18.1.1 Provide feedback to the Operator if bicycles are placed in appropriate locations or deployed in excessive numbers;
 - 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 Council may impound bicycles which are in breach of the resolution timeframes (Schedule 4) and charge a vehicle impound fee in accordance with North Sydney Councils fees and charges. Standard vehicle impound recovery processes for the Council will apply.

19. EXERCISE OF COUNCIL'S POWERS

- 19.1 It is acknowledged and agreed that this MOU does not fetter or restrict the power or discretion of the Council in relation to any powers or obligations the Council 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 either party notifying the other of the dispute and both parties must act in good faith to endeavour to resolve the matter promptly.

21. CEASING OF OPERATIONS

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

22. TERMINATION

- 22.1 The Council may terminate or withdraw from the MOU at any time with notice to the Operator.

EXECUTED as an AGREEMENT

SIGNED for and on behalf of the Council as represented by:

Name:

Position:

Signature:

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

Name:

Position:

Signature:

DRAFT

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.
- The Operator must obtain consent from the Council 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 NSW.

SCHEDULE 2

OPERATOR BICYCLE DEPLOYMENT

This section relates to the regular deployment and redistribution of bicycles by the Operator:

- 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.
- 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 consult and adhere to any requirements outlined by Council as 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 Council.
- The Operator must respond to feedback and requests from the Council and other public land holders regarding issues with deployment and distribution.
- Council and public landholders may nominate preferred parking locations. A preferred parking area must be communicated by the Operator to customers.
- The Operator will ensure that appropriate parking restrictions are applied around the entrance to the Sydney Harbour Bridge steps and that excessive share bikes do not build up in this area.
- The Operator acknowledges that Council may update geofencing requirements throughout the term of the MoU. The Operator must cooperate with Council with enforcing any updated geofencing requirements as soon as practicable or within 5 business days

COMMERCIAL IN CONFIDENCE

SCHEDULE 3

USER PARKING GUIDELINES

This section outlines the Council's 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.
- 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.

COMMERCIAL IN CONFIDENCE

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 Council. The Council's vehicle impound recovery processes will apply.

Issue	Timeframe	Action
Dangerously placed	3 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 of 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.
4-6 days	The Operator must relocate the bicycle or offer customer incentives to ride the bicycle to another destination.
7 + days	The bicycle may be retrieved and impounded by the relevant council.

COMMERCIAL IN CONFIDENCE

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.
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COMMERCIAL IN CONFIDENCE

SCHEDULE 5

DATA SHARING REQUIREMENTS

All personal information must be collected, processed and stored in accordance with the requirements of the Privacy and Personal Information Protection Act 1998 (NSW), Government Information (Public Access) Act 2009 (GIPA) and any other privacy legislation.

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

The Council 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 Council 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 an example of what may be provided.

	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

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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 Council via a free data service (API or similar) to assist with enforcement and monitoring of the service. The following table sets out an example of what may be provided.

	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
GPS functionality		Current GPS status	Quality assurance and auditing

Open data

For the purposes of innovation and to comply with the Council's 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 Personal Information Protection Act 1998 (NSW) and any other privacy legislation.

Monthly performance reporting

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

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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 Council.
- Deployment locations overlaid with heat maps.
- 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.