



Dated 22nd October 2020

Between

BUCKINGHAMSHIRE COUNCIL

AND

ZIPP MOBILITY UK LTD

**CONTRACT FOR THE PROVISION OF:
E-Scooter Trial Scheme in Buckinghamshire**

THIS AGREEMENT is dated 22nd day of October 2020

PARTIES

- (1) **BUCKINGHAMSHIRE COUNCIL** of The Gateway, Gatehouse Road, Aylesbury HP19 8FF (**Council**).
- (2) **Zipp Mobility UK Ltd** incorporated and registered in England and Wales with company number 12831986 whose registered office is at 2nd Floor, 167-169 Great Portland Street, London, W1W 5PF.

BACKGROUND

- (A) In a wider initiative to promote walking and cycling as part of a green and healthy recovery from COVID-19 the Secretary of State for Transport announced the acceleration of E-Scooter trials which were originally planned for 2021. Consequent to which E-Scooter legislation has been enacted to facilitate the acceleration of the E-Scooter trials.
- (B) As part of the E-Scooter trials the Council published a request for Expressions of Interest inviting proposals for the provision of an E-Scooter pilot scheme in Buckinghamshire.
- (C) The Service Provider submitted a proposal as set out in Schedule 3.
- (D) Following an evaluation process the Council selected the Service Provider to provide the Services as more specifically detailed in the Specification (Schedule 1) (the Services) in accordance with the terms and conditions of this Agreement, subject to the Service Provider being granted an E-Scooter Licence.
- (E) The Service Provider has agreed to provide the Services to the Council upon the terms set out in this Agreement.

AGREED TERMS

1. Definitions

Agreement

means the suite of documents including these terms and conditions and attached schedules which forms the contract between the Council and the Service Provider

Approval and Approved	The written consent of the Contract Manager or his/her authorised representative as notified in writing to the Service Provider
Clause	means a clause within the Agreement
Commencement Date	means date specified in Vehicle Special Order issued by the Department of Transport 17 October 2020
Confidential Information	means information, the disclosure of which would constitute an actionable breach of confidence, which has either been expressly designated as confidential by either Party in writing or that ought to reasonably be considered as confidential (however it is conveyed or on whatever media it is stored) including commercially sensitive information, information which relates to the business, affairs, properties, assets, trading practices, the Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party and all Personal Data
Contract Manager	means the person for the time being appointed by the Council as being authorised to place orders on behalf of the Council and to administer the Agreement on behalf of the Council or such person as may be nominated in writing by the Contract Manager to act on its behalf from time to time
Controller	the meaning given in the GDPR
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach
Data Protection Impact Assessment	an assessment of the impact of the envisaged processing on the protection of Personal Data

Data Protection Legislation	means (i) the DPA; (ii) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; and (iii) all applicable Law about the processing of Personal Data and privacy
Data Protection Officer	the meaning given in the GDPR
Data Subject	the meaning given in the GDPR
DPA	means (i) the Data Protection Act 1998 and (ii) the Data Protection Act 2018 to the extent that it relates to processing of Personal Data and privacy
EIR	means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations
FOIA	means the Freedom of Information Act 2000, and any subordinate legislation made under this Act from time to time, together with any guidance or codes of practice issued by the Information Commissioner or such other individual, body or organisation which may from time to time replace the Information Commissioner
GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector
Information	

has the meaning given under section 84 of the Freedom of Information Act 2000

Intellectual Property and Intellectual Property Rights

means the following and the rights in the following: patents, inventions, trademarks, service marks, logos, designs (whether registerable or otherwise), applications for any of the foregoing, copyright, databases, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off

E-Scooter Licence

a licence granted to the Service Provider in relation to the provision of the Services by the Department of Transport or such other empowered body and or party empowered in accordance with the Law

Law

means any Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, traffic regulation order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Service Provider is bound to comply

LED

means the Law Enforcement Directive (Directive (EU) 2016/680)

Necessary Consents

means all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary to perform the Services

Party

means a party to this Agreement and Parties shall be construed accordingly

Personal Data / Personal Data Breach

the meaning given in the GDPR

Premises	means the location where the Services are to be provided
Pricing	the pricing is set out in the Pricing Schedule attached to this Agreement at Schedule 2
Processor	the meaning given in the GDPR
Protective Measures	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it
Proposal	means the Service Provider's proposal submitted in response to the request for Expressions of Interest attached to this Agreement at Schedule 3
Requests for Information	shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the EIR
Review Date	means the date as agreed between the Parties prior to the commencement of the Agreement
Services	means the services to be provided as specified in the Specification attached to this Agreement at Schedule 1 and Schedule 3
Service Provider's Personnel	means all directors, officers, employees, agents, consultants and contractors of the Service Provider and/or of any sub-contractor engaged in the performance of its obligations under this Agreement

Specification	means the description of the Services to be provided under the Agreement and attached at Schedule 1
Standing Orders	means the applicable version of standing orders or contract procedure rules of the Council
Trial Period	means the period commencing on the Commencement Date and ending automatically at midnight 12 months from the Commencement Date unless extended in accordance with Clause 23 or terminated earlier pursuant to the terms of this Agreement
Working Day	means the hours of 9am to 5pm Monday to Friday inclusive but excluding Bank and Public Holidays
Year	means a period of 12 consecutive months or part thereof during the Trial Period, the first year having commenced on the Commencement Date and each subsequent year commencing on the anniversary of the Commencement Date of this Agreement

2. General

- 2.1 The Council's Contract Manager will be agreed in writing prior to the Commencement Date of the Agreement.
- 2.2 These terms and conditions apply to the Services provided by the Service Provider to the Council and shall bind the Council and Service Provider.
- 2.3 The Council and the Service Provider may not change or vary any part of the Agreement or schedule unless they agree to do so in writing in accordance with Clause 26.
- 2.4 Except with the written consent of the other Party, neither Party shall make any press announcements or publicise the Agreement or any part thereof in any way.
- 2.5 The Agreement constitutes the entire agreement between the Parties relating to the subject matter of the contract. This Agreement supersedes all prior negotiations,

representations and undertakings, whether written or oral, except that this Clause shall not exclude liability in respect of any fraudulent misrepresentation.

2.6 The Service Provider shall provide as a minimum the following information:

- a. Name/Address of Service Provider;
- b. Contact name and telephone number of the Service Provider's office;
- c. Documentation identifying the Service Provider's Personnel; and
- d. Contact name and telephone number of the officer of the Council who ordered the Services.

2.7 If there is any inconsistency between any of the documents which comprise the Agreement, it shall be resolved in accordance with the descending order of priority in which they are listed below:

- a) The terms and conditions;
- b) Schedule 1 (Specification);
- c) Schedule 2 (Pricing Schedule);
- d) Schedule 3 (The Service Provider's Proposal);
- e) Schedule 4 (Contract Management);
- f) Schedule 5 (Change Control);

3. Provision of Services

3.1 Time of performance of the Services shall be of the essence.

3.2 The Service Provider shall provide the Services in a professional and timely manner and in accordance with Good Industry Practice, the Specification, the Service Provider's Proposal and the requirements of the Council.

3.3 The Service Provider must allocate sufficient resources and appropriate expertise to the Services.

- 3.4 The Service Provider shall ensure that all Necessary Consents are in place to provide the Services and shall be responsible for complying with the same and any associated costs during the Trial Period.
- 3.5 The Service Provider shall have an ongoing obligation throughout the Trial Period to identify new or potential improvements to the Services. As part of this obligation the Service Provider shall identify and report to the Council's Contract Manager monthly (or as required) on:
- a. the emergence of new and evolving relevant technologies which could improve the Services;
 - b. new or potential improvements to the Services including the quality, responsiveness, procedures, benchmarking methods, performance mechanisms and customer support services in relation to the Services;
 - c. new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Council which might result in efficiency or productivity gains or in reduction of operational risk; and
 - d. changes in ways of working that would enable the Services to be delivered at lower costs and/or at greater benefits to the Council.
- 3.6 The Service Provider is required to comply with any requirement of the Department of Transport and Law in relation to the provision of the Services.
- 3.7 The Service Provider is required to provide to the Council with any requested information in relation to the provision of the Services within 7 Working Days.
- 3.8 The Service Provider shall not delegate any duties or obligations in respect of the Services unless specifically authorised by the Council.
- 3.9 The Service Provider shall provide the Services to the Council with effect from the Commencement Date and for the Trial Period in accordance with the provisions of this Agreement.
- 3.10 The Service Provider shall notify the Council immediately on becoming aware that it may be unable to provide the Services in accordance with the Agreement.
- 3.11 In the event that the Service Provider does not comply with the provisions of this Agreement in any way, the Council may without prejudice to its other rights under this Agreement:

- a. specify by written notice to the Service Provider such dates and/or times for the provision of the Services as it sees fit to address such non-compliance with this Agreement; and/or
 - b. may terminate this Agreement in whole or part with immediate effect by the service of written notice on the Service Provider; and/or
- 3.12 If this Agreement is terminated by the Council as a result of the Service Provider's non-compliance with this Agreement such termination shall be at no loss or cost to the Council and the Service Provider hereby indemnifies the Council against any such losses or costs which the Council may suffer as a result of any such termination for non-compliance including but not limited to the cost of purchasing alternative Services elsewhere.
- 3.13 If the Council, acting reasonably, is concerned as to the financial stability of the Service Provider such that it may impact on the continued performance of the Agreement the Council may:
- a. require the Service Provider to produce a plan (subject to the Council's approval), setting out how the Service Provider will ensure continued performance of the Services. The Service Provider will make changes to such plan as reasonably required by the Council. The Service Provider shall act in accordance with the agreed plan and report to the Council on demand
 - b. if the Service Provider fails to provide a plan upon the Council's request or fails to agree any changes which are requested by the Council or fails to implement or provide updates on progress with the plan, terminate this Agreement immediately for material breach (or on such date as the Council notifies).

4. Price and Payment

- 4.1 The Council has appointed the Service Provider under this Agreement as a concession arrangement and in respect of which there shall be no charges or payments payable by the Council to the Service Provider in connection with the performance of the Services.
- 4.2 Pursuant to a concession arrangement all operating risk in the Services are borne by the Service Provider and any income received by the Service Provider in relation to the Services belongs to the Service Provider, subject to the terms of this Agreement.
- 4.3 In accordance with clause 4.2, the fees the Service Provider will charge service users for the Services shall be in accordance with the Pricing Schedule attached to the Agreement at Schedule 2.

- 4.4 The Service Provider shall not enter into any agreements in relation to, or otherwise exploit, any such opportunities envisaged by clause 4.3 above unless and until it has agreed in writing with the Council;
- a. the basis on which such opportunities shall be exploited; and
 - b. the Council's rights in relation to those opportunities.
- 4.5 The Service Provider shall not enter into any agreement with a sponsor (or any other agreement in connection with the Services) unless the Service Provider has complied with clauses 4.4 and 4.5, and the Council has approved the terms of the Agreement (approval not to be unreasonably withheld or delayed). These provisions shall apply equally to any material revision or change to an already approved agreement.
- 4.6 In relation to use of Council branding. If the Council requires and/or agrees for the Service Provider to use any Council branding in relation to the Services, the Service Provider shall adhere to any branding requirements required by the Council and the Council reserves the right to withdraw its branding consent from the Service Provider at any time at its absolute discretion.
- 4.7 Further to clause 4.6 in terms of all other aspects of branding in relation to the Services, all such branding shall be subject to approval by the Council (approval not to be unreasonably withheld or delayed).

5. Inspection of Services

- 5.1 The Council shall be entitled to inspect and observe the progress of the Services on providing the Service Provider with a minimum of 4 (four) hours' notice, unless due to a safeguarding concern where inspection and observation can be undertaken at any time whether on the Premises or those of the Service Provider or the Service Provider's Personnel and to reject any Services that are not in accordance with the Agreement. Upon rejection by the Council the Service Provider shall forthwith re-provide any Services so rejected. Any such inspection or testing by the Council shall not relieve the Service Provider of any obligations under the Agreement.

6. Service Provider's Warranties

- 6.1 The Service Provider hereby represents and warrants to the Council that the Services shall be provided in accordance with Clause 3.
- 6.2 The warranty above shall be construed as a separate representation or warranty and shall not be limited by the terms of any of the other warranties or by any other term of the Agreement.
- 6.3 The warranty shall continue in full force and effect notwithstanding delivery or payment for the Services and notwithstanding termination of the Agreement for any reason.
- 6.4 If during the inspection of the Premises any Services are shown to be defective but capable of remedy, then the Service Provider shall remedy them in accordance with the Specification at Schedule 1.

7. Indemnity and Insurance

- 7.1 The Service Provider shall indemnify the Council and keep the Council indemnified in full against all direct indirect or consequential liability loss damages injury costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Council as a result of or in connection with:
 - a. any breach (in whole or part) of any of the warranties on the part of the Service Provider;
 - b. any damage to property or Premises to the extent that such damage is caused by relates to or arises from the provision of the Services;
 - c. any claim made against the Council in respect of any liability loss damage injury cost or expense sustained by the Council's employees or by any third party to the extent that such liability loss damage injury cost or expense is caused by relates to or arises from the provision of the Services;
 - d. any negligent act or omission of the Service Provider or the Service Provider's Personnel in providing the Services which causes financial loss to the Council;

7.2 The Council may set off against any sums due to the Service Provider whether under these terms and conditions or otherwise any lawful set-off or counterclaim to which the Council may at any time be entitled.

7.3 The Service Provider shall maintain employers and public liability insurance cover with a reputable insurance company to the satisfaction of the Council and with minimum indemnity limits per occurrence of £5,000,000 and £10,000,000 respectively. In addition, the Service Provider shall maintain adequate motor vehicle insurance with a reputable insurance company to the satisfaction of the Council. At the request of the Council, the Service Provider may also be required to maintain professional indemnity cover with a minimum indemnity limit of £2,000,000 per occurrence. Proof of cover will be produced before the Commencement Date and at any time on demand by the Council including the policy and evidence of premium payment.

8. Service Provider's Obligations

8.1 The Service Provider shall provide the Services with due skill and attention and in accordance with Good Industry Practice in relation to the provision of services the same as or substantially similar to the Services.

8.2 The Service Provider shall notify the Council immediately on becoming aware that it may be unable to provide the Services either at the location specified and/or on the day(s) and/or at the times specified or in accordance with any instructions specified.

8.3 The Service Provider shall comply with the Council's policies and procedures relevant to the provision of the Services and as updated from time to time.

8.4 The Service Provider shall comply with the Law and any Department for Transport guidance or requirements in relation to the Services.

9. Safeguarding Children and Vulnerable Adults

9.1 The Parties acknowledge that the Service Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Agreement as these terms are defined in the Safeguarding Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012).

- 9.2 The Service Provider shall:
- a. ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for Regulated Activity undertaken through the Disclosure and Barring Service (DBS);
 - b. monitor the level and validity of the checks under this Clause 9.2 for each of the Service Provider's Personnel; and
 - c. not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.
- 9.3 The Service Provider warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 9.4 The Service Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this Clause 9 have been met.
- 9.5 The Service Provider shall as soon as possible, and in any event within one Working Day, notify the Council's Local Council's Designated Officer (**LADO**) and Contract Manager of any safeguarding concern, allegation, or incident relating to its staff and volunteers under The Working Together 2015 guidelines to protect children by contacting the Council's Multi-Agency Safeguarding Hub (**MASH**).
- 9.6 On receipt of a request from the Council's Contract Manager, the Service Provider shall at its own cost attend and form part of:
- a. a child protection conference meeting;
 - b. a team around the child;
 - c. a core group meeting of professionals to support the child; and/or

d. a child in need review meeting.

9.7 The Service Provider shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the service users children or vulnerable adults.

10. Status

10.1 The Service Provider shall at no time act on the Council's behalf nor shall they hold themselves out as acting on the Council's behalf and the Service Provider understands that this Agreement does not create an agency or partnership of any kind between the Service Provider and the Council.

11. Termination

11.1 Either party may terminate the Agreement without cause on giving either party a minimum of 60 days written notice.

11.2 The Council shall be entitled immediately to terminate the Agreement and to recover from the Service Provider the amount of any loss resulting from such termination if the Service Provider is in breach of any of the terms of the Agreement.

11.3 The Council may terminate the Agreement at any time before the Services are provided by giving written notice. On giving such written notice:

a. the Service Provider shall cease to be bound to provide the Services and the Council shall cease to be bound to accept the Services;

b. the Council shall cease to be bound to pay that part of the Price which relates to those Services which have not been accepted;

c. the Council shall not be liable for any loss or damage whatsoever arising from such termination.

11.4 The Council may terminate this Agreement at any time in the event of the Service Provider (in the case of an individual) becoming bankrupt or making a composition or arrangement with his creditors or (in the case of a company) having a winding up order made or (except for the purposes of reconstruction or amalgamation) a resolution for voluntary winding up is passed or a receiver or manager administrator or administrative receiver is appointed or possession taken of the Service Provider's assets by or on behalf of the holders of any debentures secured by a floating charge and the Council shall be entitled to repayment of any monies paid in advance.

11.5 The Agreement shall come to an end automatically at the end of the Trial Period if it has not already come to an end or been terminated before that date.

11.6 Termination or coming to an end of the Agreement shall be without prejudice to any claims for prior breach of the Agreement and all of the terms and conditions which expressly or impliedly have effect after termination of the Agreement for any reason will continue to be enforceable notwithstanding such termination or coming to an end.

12. Assignment

12.1 The Service Provider shall not assign sub-contract licence or otherwise dispose of any part of its rights and obligations unless agreement in writing has been given by the Council. Before considering whether to give such agreement the Council must satisfy itself that any such assignment sub-contract licence or disposal shall be in accordance with the Council's Standing Orders.

13. Severability

13.1 Any provision herein which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of the Agreement.

14. Waiver

- 14.1 No waiver or forbearance by the Council (whether express or implied) in enforcing any of its rights under the Agreement or these terms and conditions shall prejudice its rights to do so in the future

15. Anti-Corruption

- 15.1 The Service Provider shall not:

- a. offer or agree to give any person working for or engaged by the Council any gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to this Agreement, or any other agreement between the Service Provider and the Council, including its award to the Council and any of the rights and obligations contained within it; or
- b. enter into this Agreement if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Council by or for the Service Provider, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Council before execution of this Agreement.

- 15.2 If the Service Provider (including any of the Service Provider's Personnel) in all cases whether or not acting with the Service Provider's knowledge breaches:

- a. Clause 15.1; or
- b. the Bribery Act 2010

in relation to this Agreement or any other contract with the Council, the Council may terminate this Agreement by written notice with immediate effect.

- 15.3 Any termination under Clause 15.2 shall be without prejudice to any right or remedy that has already accrued, or substantially accrues, to the Council.

- 15.4 Notwithstanding the Dispute Resolution Clauses below any dispute relating to:

- a. the interpretation of Clause 15.1 to Clause 15.3 inclusive; or

- b. the amount of value of any gift, consideration or commission

shall be determined by the Council and the decision shall be final and conclusive.

- 15.5 For the purpose of this Clause the expression “loss” shall include the reasonable cost to the Council of the time spent by its officers in terminating the Agreement and in making alternative arrangements for the supply of the Services.

16. Anti-Slavery

- 16.1 The Service Provider, if required to make a statement under Section 54 of the Modern Slavery Act 2015, shall notify the Council each time its statement is published.
- 16.2 The Service Provider warrants from the Commencement Date and throughout the Trial Period that to the best of its knowledge:
 - a. No activity constituting an offence under the Modern Slavery Act 2015 is occurring within its business; and
 - b. No activity constituting an offence under the Modern Slavery Act 2015 is occurring within its supply chain.
- 16.3 The Service Provider shall procure that any of its sub-contractors shall not engage in activity which would constitute a breach of this Clause.
- 16.4 The Service Provider acknowledges that the Council is subject to the requirements of Section 52 of the Modern Slavery Act 2015 and the Modern Slavery Act 2015 (Duty to Notify) Regulations 2015 and shall assist and co-operate with the Council (at the Service Provider’s expense) to enable the Council to comply with its duties.
- 16.5 If the Service Provider becomes aware of or has a reasonable suspicion of a breach of this Clause, it shall immediately notify the Council.
- 16.6 If the Service Provider makes a notification to the Council pursuant to Clause 16.5 above, the Service Provider shall respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to access the documents which led the Service Provider to make the notification.

16.7 If the Service Provider is in Default under Clauses 16.2 and/or 16.3, the Council may:

- a. Require the Service Provider to remove from performance of this Agreement any of the Service Provider's Personnel whose acts or omissions have caused the default;
- b. Immediately terminate this Agreement;
- c. Refer the matter to the Police and/or other relevant agencies, authorities and bodies;
- d. Take all or any combination of actions listed at (a), (b) and (c)

16.8 If the Service Provider is in default under this Clause, the Council shall make a notification to the Secretary of State pursuant to section 52 of Modern Slavery Act 2015.

17. Dispute Resolution

17.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party if necessary.

17.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in Clause 17.1 and in the event that the dispute may lead to the termination of the Agreement then the dispute may at the Council's discretion be referred for expert determination by an expert who will be a member of the Institute of Arbitrators.

17.3 The expert shall be selected by mutual agreement within 14 days of a request from one Party to the other. In the absence of agreement, the selection will be undertaken by a third party selected by mutual agreement.

17.4 Fourteen (14) days after the expert has accepted the appointment the Parties shall submit a written report on the dispute to the expert and to each other and 7 days thereafter shall submit any written replies they wish to make to the expert and to each other.

17.5 Both Parties will then afford the expert any necessary assistance that the expert requires to consider the dispute.

17.6 The expert shall be instructed to deliver his/her determination to the Parties within 14 days of the submission of the written reports.

18. Data Protection

18.1 For the purposes of the Data Protection Legislation the Service Provider is the Controller and must ensure compliance with all Data Protection Legislation and the Law in providing the Services pursuant to this Agreement.

18.2 The Service Provider must comply with any data protection provisions required by the Department for Transport (DfT) which relate to the provision of the Services.

18.3 The Service Provider is required to provide the Council with any anonymised data reasonably requested in relation to the provision of the Services. In providing the anonymised data the Service Provider must ensure the data is anonymised such that a Data Subject is no longer identifiable.

18.4 The Parties acknowledge that if the Council requires disclosure of any Personal Data pursuant to this Agreement the Parties shall be required to enter into a data sharing agreement.

18.5 In providing the Services pursuant to this Agreement, the Service Provider shall provide any requested assistance to the DfT and/or the Council in the preparation of any Data Protection Impact Assessment as required by the Council and/or DfT.

18.6 The Service Provider shall carry out its own Data Protection Impact Assessment prior to commencement of this Agreement where required under the Data Protection Legislation and otherwise as may be appropriate to ensure the security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage. and shall in relation to any Personal Data pursuant to this Agreement,:

a. ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:

- i. nature of the data to be protected;
- ii. harm that might result from a Data Loss Event;
- iii. state of technological development; and
- iv. cost of implementing any measures;

- 18.7 Subject to Clause 18.6, the Service Provider shall notify the Council immediately if it:
- a. receives any complaint or communication relating to its obligations under the Data Protection Legislation;
 - b. receives any communication from the Information Commissioner or any other regulatory Council in connection with Personal Data pursuant to this Agreement; or
 - c. becomes aware of a Data Loss Event.
- 18.8 The Council shall notify the Service Provider immediately if it is aware of any such event as detailed in 18.7 a, b or c.
- 18.9 The Service Provider's obligation to notify under Clause 18.5 shall include the provision of further information to the Council in phases, as details become available.
- 18.10 The Service Provider shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation,
- 18.11 The Service Provider shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation,
- 18.12 The Service Provider shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 18.13 The Service Provider must comply with any guidance issued by the Information Commissioner's Office.
- 18.14 The Service Provider agrees to indemnify, keep indemnified and defend at its own expense the Council against all costs, claims, damages or expenses incurred by the Council or for which the Council may become liable due to any failure by the Service Provider or its employees, subcontractors or agents to comply with any of its obligations under this Agreement or the Data Protection Legislation.

19. Confidentiality & Intellectual Property

- 19.1 Each Party shall:

- a. treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
 - b. not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Agreement.
- 19.2 At any time whether prior to or upon the termination or expiration of the Agreement the Service Provider shall procure that all data and other material belonging to the Council (and all media of any nature containing information and data belonging to the Council or relating to the Services), shall be delivered to the Council forthwith and the Service Provider shall not make or retain copies. The Service Provider shall certify full compliance with this Clause.
- 19.3 The Service Provider shall ensure that all electronic/digital records in its possession, custody or control which relate to personal information of the Council's employees, ratepayers or service users, are delivered up to the Council or securely destroyed.
- 19.4 The Service Provider shall:
- a. take all necessary precautions to ensure that all Confidential Information obtained from the Council under or in connection with the Agreement is given only to such of the Service Provider's Personnel and professional advisors or consultants engaged to advise it in connection with the Agreement as is strictly necessary for the performance of the Agreement and only to the extent necessary for the performance of the Agreement;
 - b. take all necessary precautions to ensure that all Confidential Information obtained from the Council under or in connection with the Agreement is treated as confidential and not disclosed (without prior Approval) or used by any of the Service Provider's Personnel or such professional advisors or consultants' otherwise than for the purposes of the Agreement;
 - c. where it is considered necessary in the opinion of the Council, ensure that the Service Provider's Personnel or such professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with the Agreement; and
 - d. not use any Confidential Information received otherwise than for the purposes of the Agreement or as otherwise set out in this Agreement.

19.5 The provisions of Clauses 19.1 to Clauses 19.3 shall not apply to any Confidential Information received by one Party from the other:

- a. which is or becomes public knowledge (otherwise than by breach of this Clause 19);
- b. which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- c. which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- d. is independently developed without access to the Confidential Information; or
- e. which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR pursuant to Clause 20 (Freedom of Information).

19.6 Nothing in this Clause shall prevent the Council:

- a. disclosing any Confidential Information for the purpose of the examination and certification of the Council's accounts; or any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources; or
- b. disclosing any Confidential Information obtained from the Service Provider to any other department, office or to any person engaged in providing any services to the Council for any purpose relating to or ancillary to the Agreement;
- c. provided that in disclosing information under Clause 19.6 a) or b) the Council discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

- 19.7 Nothing in this Clause shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.
- 19.8 In the event that the Service Provider fails to comply with Clauses 19.1 to Clauses 19.6, the Council reserves the right to terminate the Agreement by notice in writing with immediate effect.
- 19.9 All Intellectual Property conceived or made by the Service Provider in the course of providing the Services will belong to the Council and the Service Provider hereby assigns and agrees to assign all their interest therein to the Council. Whenever requested to do so by the Council the Service Provider will at the Council's expense execute any and all applications assignments or other instruments which the Council deems necessary to give effect thereto.

20. Freedom of Information

- 20.1 The Service Provider acknowledges that the Council is subject to the requirements of the FOIA and the EIR and shall assist and cooperate with the Council (at the Service Provider's expense) to enable the Council to comply with these Information disclosure requirements.
- 20.2 The Service Provider shall in all respects co-operate with the Council at the Service Provider's cost so as to enable the Council to comply with its obligations under the Freedom of Information Act 2000.
- 20.3 The Service Provider shall and shall procure that its sub-contractors shall:
- a. transfer the Request for Information to the other Party as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
 - b. provide the Council with a copy of all Information in its possession or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council requesting that Information; and

- c. provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA.

20.4 The Council shall be responsible for determining at its absolute discretion whether:

- a. the Information is exempt from disclosure under the FOIA and the EIRs; or
- b. the Information is to be disclosed in response to a Request for Information; and
- c. in no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by the Contract Manager.

20.5 The Service Provider acknowledges that the Council may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, or any such other relevant code or guidelines and any directions of the Information Commissioner be obliged under the FOIA, or the EIR to disclose Information:

- a. without consulting with the Service Provider, or
- b. following consultation with the Service Provider and having taken its views into account.

20.6 The Service Provider shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Council to inspect and make copies of such records on Working Days, as requested by the Council from time to time.

20.7 The Service Provider acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with Clause 20.4.

21. Health and Safety

- 21.1 The Service Provider shall at all times adopt safe methods of work and comply with the requirements of the Health and Safety at Work etc Act 1974 as amended and all other relevant statutory provisions.
- 21.2 For the avoidance of doubt it is agreed that it is the responsibility of the Service Provider (at no additional cost to the Council) to provide such health, safety and welfare measures as may be necessary and as required by Law associated guidance and approved codes of practice both for the Service Provider's Personnel and all persons coming into the Premises which relate to the provision of the Services.
- 21.3 The Service Provider shall within one month of the Commencement Date prepare and deliver to the Council a Health & Safety Policy. The policy shall be reviewed annually at the same time and an amended copy delivered to the Council. Copies of current policy shall at all times be made available to the Service Provider's Personnel.
- 21.4 The Service Provider shall nominate a competent qualified and experienced person to be responsible for the health, safety and welfare matters.
- 21.5 The Council may suspend the provision of the Services immediately in the event of non-compliance by the Service Provider with the requirements of this Clause and/or of any Law with regards to health and safety matters or the Council has reasonable concerns regarding health and safety matters. The Service Provider shall not resume provision of the Services until the Council is satisfied that the non-compliance has been rectified. Any such period of suspension shall be considered to be a period during which the Service Provider has wrongfully failed to provide the Services.

22. Equal Opportunities

- 22.1 The Service Provider shall at all times comply with its statutory obligations under the Equality Act 2010 and Codes of Practice issued by the Equality and Human Rights Commission and other relevant Law.

23. Extension of Trial Period

- 23.1 The Council is unable to extend the Trial Period due to the requirements placed on the trial by the Department of Transport. Should these requirements be updated by the Department of Transport, the Council may consider extending the Agreement beyond the Trial Period.

24. Force Majeure

- 24.1 Force Majeure shall mean any Act of God fire tempest war insurrection riot civil disturbance rebellion emergency government regulations or embargoes explosions floods or sustained failure of public power supplies and other events beyond the reasonable control of the Service Provider or the Council where such events could not have been prevented by the taking of reasonable steps to avoid or mitigate such events.
- 24.2 The Service Provider shall not be liable for any delays or failures in performance of its obligations under the Agreement, in whole or in part (excluding payment of moneys due) to the extent that such delay or non-performance is due to Force Majeure.
- 24.3 The Council shall not be liable for any delays or failures in performance of its obligations under this Agreement, in whole or in part, (excluding payment of moneys due) to the extent that such delay or non-performance is due to Force Majeure.
- 24.4 For the avoidance of doubt, it is hereby expressly agreed that industrial relations difficulties or failure to provide adequate assets, premises, equipment, materials consumables and/or staff or similar matters, which a prudent and diligent Service Provider could have avoided with the application of foresight are not to be considered as events of Force Majeure.
- 24.5 The Party claiming Force Majeure will promptly notify the other in writing of the reasons for the delay or failure (and the likely duration) and will take all reasonable steps to overcome the delay or failure and that Party will continue to perform all other obligations which are not prevented by such Force Majeure. As regards such delay or failure the Party claiming Force Majeure will take all reasonable steps to bring the circumstances to a close or to find a solution whereby the Agreement may be performed despite the Force Majeure.
- 24.6 If the Force Majeure in question prevails for a continuous period in excess of three months after the date on which the Force Majeure begins, the Parties shall meet to agree upon the action to be taken to avoid further delay in the performance of the Agreement. If no agreement is reached within a further period of two months, then either Party may be given notice in writing terminating the Agreement on a date being not less than one month after the date on which such notice is served.

25. Notices

25.1 Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing marked for the attention of the other Party and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); and

25.2 Any notice or communication shall be deemed to have been received:

a. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

b. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

25.3 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this Clause 25, "writing" excludes e-mail.

26. Variation

26.1 The Parties may agree in writing at any time to vary this Agreement. Any request shall be subject to the Change Control Procedure in Schedule 5.

27. Consequences of Termination

27.1 On the expiry of the Initial Trial Term or if this Agreement is terminated in whole or in part for any reason, the Service Provider shall co-operate fully with the Council to ensure an orderly migration of the Services to the Council or, at the Council's request, a replacement service provider if applicable.

27.2 On termination of this Agreement (or where reasonably so required by the Council) the Service Provider shall procure that all data and other material belonging to the Council (and all media of any nature containing information and data belonging to the Council or

relating to the Services), shall be delivered to the Council forthwith at the Service Provider's cost and the Service Provider shall certify full compliance with this Clause.

27.3 The provisions of Clause 7 (Indemnity and Insurance), Clause 11 (Termination), Clause 18 (Data Protection), Clause 19 (Confidentiality & Intellectual Property), Clause 20 (Freedom of Information) and this Clause 27 (Consequences of Termination) shall survive termination or expiry of this Agreement.

28. Third Parties

28.1 No person who is not a party to the Agreement shall have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from such Act.

29. Jurisdiction

29.1 The Agreement shall be governed and construed in accordance with the law of England and Wales and each Party agrees to submit to the exclusive jurisdiction of the Courts of England.

30. Costs

30.1 Each of the Parties shall pay their own costs and expenses incurred by them in connection with this Agreement.

31. Complaints and Compliments

31.1 The Service Provider must have a process in place to log all complaints feedback received from any service user or member of the public with regard to the Services provided under this Contract.

31.2 The Service Provider's log shall be in line with the Council's policy and procedures in place and as updated.

- 31.3 The Service Provider will report the data obtained by the logging process to the Council by means of a quarterly report or more frequently if requested by the Council. The data must be sent in accordance with the Council's policy and procedures in place and as updated.
- 31.4 All complaints from service users should be dealt with and resolved appropriately by the Service Provider and any serious complaint that cannot be resolved shall be notified to the Council as soon as reasonably practicable so that the parties can co-operate and endeavour to satisfy the complainant.

IN WITNESS OF WHICH THE PARTIES HAVE SIGNED THIS AGREEMENT THE DAY AND YEAR FIRST BEFORE WRITTEN

SIGNED for and on behalf of the
BUCKINGHAMSHIRE COUNCIL

Signature:

Name:

Position:

Signature:

Name:

Position:

SIGNED for and on behalf of

Zipp Mobility UK Ltd

Signature:

Name:

Position:

SCHEDULE 1: SPECIFICATION

For the delivery of a 12-month E-Scooter trial in Buckinghamshire

Part 1A

This E-Scooter Specification includes requirements for an E-Scooter trial in Buckinghamshire. It is assumed the requirements as set out in Part 1A of this Schedule 1 won't change during the Trial Period.

This Specification will apply across any Buckinghamshire Council E-Scooter trial zone locations, proposed at any time during the Trial Period.

Detailed vehicle and data gathering specifications are NOT included in this Specification. These are mandated by the Department for Transport (DfT). The Service Provider will need to confirm their vehicle and data standards conform to the DfT specifications.

1. SERVICE CLAUSES

- 1.1. The Specification outlines the rules that the Service Provider will need to adhere to from the outset of the Trial Period. It includes a fixed set of requirements.
- 1.2. Rules for private land included as part of the trial (such as university campuses) have not been finalised yet (beyond the requirement for full agreement by the landowner) and may have to differ from this Specification.
- 1.3. If, for purposes of trial scheme feasibility, trial scheme safety or other critical function requirements need to be modified, this will be undertaken via the specified Change Control Procedure detailed in Schedule 5 of the Agreement.

During the Trial Period, the Council will allow the deployment of an E-Scooter rental scheme within Buckinghamshire county boundaries by the Service Provider, based on the satisfaction of the following requirements:

2. USER

- 2.1. With regards to the use of E-Scooters, the Service Provider will ensure that:
 - 2.1.1. All users hold as a minimum, a provisional driving licence by providing a system of verification.
 - 2.1.2. Users shall be strongly encouraged by the Service Provider to wear a helmet and other relevant personal protective equipment (PPE) through appropriate training methods (which shall be provided by the Service Provider);
 - 2.1.3. All users shall be required to undertake training as deemed appropriate by the Service Provider and the Council to ensure the safety of the user and others in the operational environment. This will be done in accordance with the Law and any national guidance. As a minimum threshold on training:

- 2.1.3.1. Users must agree to rules about where to ride, how to ride and how to park at the first time of use with appropriately timed reminders. The Service Provider is encouraged to use clear and creative messages to make rules memorable.
- 2.1.3.2. The Service Provider must collaborate with the Council in communicating the trial zone rules of use.
- 2.1.3.3. The Service Provider should consider offering one to one training sessions (ensuring that current social distancing rules in respect of the Covid-19 pandemic are always followed) as part of their engagement with the community.
- 2.1.3.4. The Service Provider is required to inform and train users about how to safely park E-Scooters without obstructing other road users, especially vulnerable groups such as hearing and visually impaired people. The Service Provider is encouraged to specifically inform E-Scooter users on the potentially negative impacts of E-Scooters on people with disabilities and the importance of following parking (and riding) rules.
- 2.1.3.5. The Service Provider should also consider incentives to maintain desired behavioural practises, limiting speed levels for new users and / or extended training programmes.
- 2.1.4. User access to the E-Scooter shall be controlled and limited to a booking and payment system to which individual hires/uses can be recorded and attributed to a specific user. The length of hire can be governed on a per minute basis through to daily, weekly, or monthly hire periods, (depending on the market requirements);
- 2.1.5. Use of the E-Scooter is monitored to ensure appropriate and responsible behaviour by the user, with the users behaving inappropriately or irresponsibly being barred from further participation;
- 2.1.6. E-Scooters are ridden on public highways (not motorways) and where available, cycle lanes, cycle tracks and cycle paths. E-Scooters are ridden on shared pedestrian/cycle paved areas if specified in the trial zone. E-Scooters are not to be ridden on pedestrian only pavements or footways. E-Scooters are not to ridden on private land unless the landowner has granted explicit permission to the Service Provider and or user (as applicable). E-Scooters are to stay to the left of street lanes and to offer the right of way to bicycles in cycle lanes and on cycle tracks.
- 2.2. The Service Provider shall work with local businesses or other organisations to promote the safe use of E-Scooters by users through road safety partnerships, promotional credits, and other incentives.

3. MANAGEMENT

- 3.1. The Service Provider will comply with all Law pertaining to equalities and inclusion.
- 3.2. The Service Provider will also undertake and maintain a robust Data and Privacy Impact Assessment which they will publish and ensure compliance with. The data policies and practices employed will be designed to allow sharing of key operational and performance data with the DfT, Thames Valley Police and the Council.
- 3.3. The Service Provider will provide an information push service to their users for formal traveller research, travel behaviour change campaigns and road safety information and campaigns as agreed with the Council.
- 3.4. The Service Provider must have a dedicated local manager for the trial with whom any urgent issues can be raised.

- 3.5. The Service Provider must provide clear public and user information on the terms and conditions and pricing structures (including offers) which they put in place and updates on changes in pricing.
- 3.6. In the event of an incident on the highway, the Service Provider should be compliant in providing relevant data and information to enforcement bodies. Proof of insurance should be made available at the request of relevant enforcement bodies.

4. E-SCOOTERS

- 4.1 E-Scooters deployed by the Service Provider shall only be those which are compliant with the DfT technical standards which ensure a s44 vehicle licence (Road Traffic Act 1988) is granted by the DfT for the Trial Period. The Service Provider must not deviate from the specified capability at any point during the Trial Period. E-Scooters shall additionally be capable of:
 - 4.1.1 being located at any time;
 - 4.1.2 being able to be self-standing;
 - 4.1.3 being lit during use by clearly visible forward and rearward facing lighting;
 - 4.1.4 reporting a fallen over status or status of not being parked in accordance with the parking policy set out in this Specification;
 - 4.1.5 being remotely limited to a speed lower than the E-scooters maximum in accordance with trial zone requirements and / or experience of the user;
 - 4.1.6 being appropriately, provisioned, protected and safely maintained by the Service Provider for use during a Covid19 pandemic.
 - 4.1.7 has a means of, user operated, audible alert (e.g. bell or horn)
- 4.2 There shall be clear visible association with the formal Council trial to be distinctive from other privately owned and/or illegal use of E-Scooters on the highway.
- 4.3 The Service Provider shall provide easily visible contact information and identification means on each E-Scooter for Council employees and/or members of the public to make relocation requests or to report other issues with the E-Scooters. Communications will be facilitated through multiple channels as required to enable access and inclusion for all.
- 4.4 E-Scooters will always be maintained in a good state of repair and cleanliness by the Service Provider. In the event of a safety or maintenance issue being reported for a specific device, that E-Scooter shall be made unavailable to Users (for example designated “maintenance mode”) and shall be removed from service as soon as practicable and in any event no later than 4 hours from notification.
- 4.5 In respect to cleaning, each E-Scooter requires a disinfected clean on all touchpoint areas (handlebars, brake levers, lights) at least once a day by the Service Provider. Provision or advice to enable users to disinfect before and after use is also desired.
- 4.6 Any inoperable or unsafe E-Scooter shall be repaired before it is put back into service.
- 4.7 The Service Provider will take full responsibility for managing any issues of E-Scooter theft, vandalism and recovery of abandoned vehicles or those which have been littered by non-users. The Service Provider will accept that the Police do not have the resource to allow them to investigate all such issues.
- 4.8 The Service Provider must supply proposed maintenance and hygiene plans to the Council.

5. FLEET SIZE

- 5.1 The total Service Provider E-Scooter fleet size deployed into Aylesbury and High Wycombe (the proposed trial scheme locations) will be agreed with the Council at the beginning of the Trial Period and reviewed at monthly review meetings.
- 5.2 The Service Provider and Council will monitor deployment and utilisation with reference to the above criteria but to ensure sufficient availability of E-Scooters to stimulate demand without prejudice to the management and operation of the public realm.
- 5.3 The Service Provider, irrespective of utilisation rates, will ensure a minimum available total fleet deployment it will be agreed and maintained on commencement of the Trial Period. If within this minimum fleet size provision, the minimum utilisation rate requirement cannot be met for an extended period of time (minimum of 3 months of operation) the parties shall consider the scheme viability within the trial zone and changes to a trial zone or termination of operations in that trial zone.
- 5.4 The Service Provider shall provide prior to commencement of the Trial Period an estimated initial fleet size requirement and estimated ramp-up period. The Service Provider will manage total fleet size per trial zone to within +/- 10% of this total fleet size for the duration of the trial, unless otherwise agreed with the Council and with reference to the utilisation rate which will be the guiding rationale for change.
- 5.5 The Service Provider shall monitor the distribution of E-Scooters across the trial zones ensuring the overall supply / demand balance is maintained through physical redistribution of E-Scooters such as may be necessary.

6. OTHER ROAD USERS AND THE PUBLIC

- 6.1 The Service Provider will maintain a responsive reporting and public communications channel throughout the trial for other road users and members of the public to report concerns about E-Scooter usage.
- 6.2 The Service Provider shall maintain 24-hour customer service for users to report safety concerns, complaints, or to ask questions via phone, e-mail or chat. This service must be inclusive and accessible to all.
- 6.3 Throughout the Trial Period the Service Provider will pay special regard to the needs of vulnerable road users, adjusting their operation, fleet management, onboard vehicle technologies and user guidance/training to address issues and concerns should these occur.
- 6.4 The Service Provider must provide the Council with contact details for the local programme and fleet managers and promptly inform of any changes in the contact details. The Service Provider is expected to maintain clear and open communication with the Council as it is essential for a collaborative relationship.

7. PARKING POLICY

- 7.1 Service Providers shall maintain suitable operational management practices and user incentives to ensure parking of E-Scooters is managed without detriment to the public realm and is contained to the designated parking and / or docking areas.
- 7.2 The Service Provider will design and operate their service in such a way to ensure users comply with the following parking principles:
 - 7.2.1 Users of E-Scooters shall park devices upright in designated areas responsibly;
 - 7.2.2 Users shall not park E-Scooters in such a manner as to block the pedestrian thoroughfare, any emergency facility or utility pole or box;

- 7.2.3 Users shall not park E-Scooters in such a manner as to impede or interfere with the reasonable access to or from any building;
- 7.2.4 Users shall not park E-Scooters in such a manner as to impede or interfere with the reasonable use of any bicycle rack; and
- 7.2.5 Users shall not park E-Scooters directly adjacent to or within the following areas, such that access is impeded:
 - (a) transit zones, including bus stops, shelters, passenger waiting areas, and bus layover and staging zones;
 - (b) loading zones;
 - (c) disabled parking zone;
 - (d) street furniture that requires pedestrian access (for example - benches, parking pay stations, bus shelters, transit information signs, etc.);
 - (e) curb ramps;
 - (f) entryways; and
 - (g) driveways.
- 7.3. The Service Provider shall respond to reports of incorrectly parked E-Scooters, or reports of unsafe/inoperable E-Scooters by relocating, re-parking, or removing the E-Scooters, as appropriate, within the timing guidelines below:
 - a) If reported between 6am-midnight: 2 hours
 - b) If reported between midnight- 6am: 4 hours
 - c) Response times will be reviewed on a monthly basis to reflect operational changes. Additional areas added to the trial zones will automatically trigger a review.
- 7.4 Performance and geo-spatial statistics, incidents, response time and other data agreed in the Data and Privacy Impact Assessment recorded by the Service Provider will be shared with the Council on a monthly basis.
- 7.5 In order to comply with the region's commitment to decarbonisation, Service Providers must seek to use electric vehicles or cargo bikes to reposition the e-Scooters wherever possible.

8. USAGE GUIDANCE

- 8.1 The Service Provider shall provide notice to all users through a mobile or web application that sets out clear information on where and how E-Scooters can and should be used in the trial zone locations so as to be compliant with The Electric Scooter Trials and Traffic Signs (Coronavirus) Regulations and General Directions 2020, the Law and with any specific trial zone requirements.
- 8.2 The Service Provider will back this up with appropriate automatic controls such as geo-fencing and speed limitation. The user guidance and minimum requirements for user training are outlined in this document. Rules surrounding use include but not be limited to the following:
 - 8.2.1 E-Scooters are to be ridden on highways (not motorways), and where available, in cycle lanes, cycle paths and cycle tracks. E-Scooters are ridden on shared pedestrian/cycle paved areas if specified in the trial zone.
 - 8.2.2 E-Scooters are to stay to the left of street lanes and to offer the right of way to bicycles on bike lanes and bike paths.
 - 8.2.3 helmets are encouraged for all users.
 - 8.2.4 parking must be managed.

- 8.2.5 riding responsibly is encouraged, and repeated disregard of the guidance will result in the User being barred from access for the duration of the Trial Period
 - 8.2.6 the Service Provider shall provide education to E-Scooter riders on the trial zones existing rules and regulations, safe and courteous riding, and proper parking.
 - 8.2.7 The use of E-Scooters is not permitted on footways/pedestrian only pathways. Additional local restrictions apply in each trial zone which are detailed in the area descriptions. Local restrictions apply to ensure the safety of E-Scooter users on busy parts of the road network, the safety of other vulnerable road use in busy areas, and to facilitate social distancing.
- 8.3. Temporary riding and parking restrictions may apply in the case of events (such as festivals, football matches) and because of highway works. Service Providers must comply with these restrictions and join the Council in informing the public about them.

9 EQUALITY ASPECTS

- 9.1 Service Providers are strongly encouraged to familiarise themselves with the demographic and economic profile of the trial zone areas and work with the Council to develop discounts, training and engagement programmes that focus on deprived areas.
- 9.2 In order for the Council to be able to monitor equity and accessibility aspects of the programme, the Service Provider must provide them with clear information about the pricing structure of using E-Scooters and of any changes planned at least a week in advance.
- 9.3 Pricing information, including any surcharges must be clearly explained to users at the beginning of each journey.
- 9.4 Include a clear outline of discount pricing and programmes for specific groups (e.g. students, low income, at-risk populations; key workers).

10. VANDALISM AND THEFT

- 10.1 The Service Provider is actively encouraged to fit anti-theft devices to each vehicle, namely wheel locking mechanism, alarms and vehicle location devices.
- 10.2 In the event of any theft or vandalism incident the Service Provider is obliged to inform the local enforcement representative and the Council so instances can be monitored.
- 10.3 The cost of replacement and repair shall be covered by the Service Provider.

11. ROLLOUT

- 11.1 Elements governing the rollout of E-Scooters is covered in Part 1B of the Specification Schedule.

Part 1B

Part 1B includes outline guidelines for the E-Scooter trial. Whereas Part 1A contains fixed elements, Part 1B contains guideline details that will have to be updated and matured, reflecting the specific areas they govern.

It includes guidelines which will apply across all trial zones as agreed with the Council.

1. SERVICE CLAUSES

- 1.1. Rules for private land included as part of the trial zones (such as university campuses) have not been finalised yet (beyond the requirement for full agreement by the landowner) and may have to differ from the general rules.
- 1.2. Updates to this document will be managed through the Change Control Procedure. Updates must achieve the backing of the constituent trial stakeholders with updates disseminated to all relevant parties.

During the Trial Period, the Council will allow the deployment of an E-scooter rental model within Buckinghamshire county boundaries by the Service Provider, based on satisfaction of the following requirements:

2. USERS

Elements governing the users is covered in the Specification (Part – 1A)

3. E-SCOOTERS

Elements governing the E-Scooter vehicles is covered in the Specification (Part – 1A)

4. FLEET SIZE

- 4.1 Phased rollout and scaling must conform to the requirements detailed in the Specification Part 1A and specifics that require detailing in the trial include:
 - a) Number of E-Scooters planned at each location and their dates of deployment
 - b) Allocated parking identified for each E-Scooter
- 4.2 Any new areas, not agreed as part of the initial plan will be assessed against criteria including (but not limited to):
 - a) Market potential (incl. rates of use locally)
 - b) Existing coverage
 - c) Rates of loss/vandalism/complaint or misuse in that area

5. OTHER ROAD USERS AND THE PUBLIC

- 5.1 Communications will be facilitated through multiple channels as required to enable access and inclusion for all. The Service Provider will provide an immediate response to any enquiry

containing acknowledgement and explaining the context of the trial and will provide a specific individual response to the enquiry within no more than one working week.

- 5.2 The Service Provider will collaborate with the Council to provide a unified and coordinated public information campaign throughout the duration of the trial to promote safe, sustainable and responsible use of E-Scooters.

6 PARKING POLICY

- 6.1 Each parking location needs to be agreed between the Service Provider and the Council against the following criteria:
- a) Specific geolocation (GPS or map reference);
 - b) completed check by relevant highway authority to confirm adherence with required standards (i.e. not in red zone, on pavement etc);
 - c) highlights total capacity of E-Scooters available to park at that location.
 - d) identifies necessary signage needed at that location including by who, how and when that will be deployed.
 - e) how any location is including in the cleaning and charging schedule.
- 6.2 In the event a reported E-Scooter is not relocated, re-parked, or removed within the timeframe specified herein, or any E-Scooter is parked in one location for more than 36 hours without being returned to a designated parking area, such E-Scooters may be removed by local crews and taken to a local facility for storage at the expense of the Service Provider, not to exceed £50 per E-Scooter per 24 hours of storage.
- 6.3 The Service Provider should consider offering some Council staff the option of 'admin unlock' so that they can remove and reposition E-Scooters if needed.

7 USAGE GUIDANCE

- 7.1 Within each area the Service Provider must agree with the Council specifically which areas E-Scooters can be used. This must be in accordance with the Specification. Area specific information must include, but is not limited to the following:
- a) the specific highways (or precise geofenced areas) where E-Scooters can be used and/or which lanes on specific highways are available.
 - b) specified non-use/stop areas, streets or lanes
 - c) private land use agreements
 - d) parking proximity to approved use areas
- 7.2 Any temporary riding and parking restrictions need to be defined and agreed at least 2 weeks in advance of the event. These must be communicated to the E-Scooter customers in that area, 4 hours in advance and during the event via appropriate channels.

8 EQUALITY ASPECTS

Elements governing the equality aspects of E-Scooters is covered in the Specification (Part – 1A)

9. VANDALISM AND THEFT

- 9.1 The Service Provider is to prescribe the anti-theft and anti-vandalism measures available and intended for deployment in each area.
- 9.2 In the event of repeated incidents the Council, enforcement authorities and the Service Provider will be called to review and implement solutions to mitigate anti-social behaviour against vehicles.

10. ROLLOUT

- 10.1 It is likely the rollout will include several phases. These need to be agreed with the Council in advance of the deployment.
- 10.2 Upon nomination and in collaboration with the Council, the Service Provider will have to create a detailed pre-deployment for each area. This will detail responses to the guidelines in this document. In addition, details should be specified relating to the operational model being deployed, namely:
- a) fleet numbers at specific host locations in an agreed sequence;
 - b) allocated parking locations with agreed schedule of work for demarcation (if required);
 - c) time agreed demonstration to key stakeholders (interested parties, local authorities, enforcement bodies, general public etc) of how vehicles are hired, operated, capabilities etc. These sessions will act as localised education sessions.
 - d) outline of storage location and other necessary facilities (recognition of where support from the Council is required to support finding appropriate facilities);
 - e) outline of process to ensure vehicles aren't left for hire with a state of charge less than 20%;
 - f) data transfer route with links enabled and tested.

SCHEDULE 2: PRICING SCHEDULE

1. The price charged by the Service Provider for each individual use will be £1 unlocking fee and 15p per minute thereafter.
2. Any variation to these charges must be agreed between the Service Provider and the Council based on the change control procedure detailed in Schedule 5.
3. Charges will be reviewed at a 90 day period after the trial commencement date.
4. The Service Provider will consider longer rental opportunities with key workers and/or local employers. The charges to be applied will be agreed between the Service Provider, the Council and the private organisation or individual.