

TfL UNCLASSIFIED

APPENDIX A: Mayoral delegation to TfL in relation to e-scooter rental trials

MAYORAL DELEGATION TO TRANSPORT FOR LONDON

**FOR THE FACILITATION, IMPLEMENTATION AND OPERATION OF
THE LONDON E-SCOOTER TRIAL**

1. The Mayor authorises Transport for London (TfL), under section 38(1) of the Greater London Authority Act 1999 (GLA Act, as amended), to exercise the Greater London Authority's functions under sections 30 and 34 of the GLA Act to do all things it considers necessary or expedient for the co-ordination, implementation and operation of a trial scheme for the hire of e-scooters in London including without limitation:
 - (a) Procuring, facilitating or letting an overarching contract(s) and call-off arrangements and/ or any other associated contract(s) with Scheme operator(s) for:
 - i) the provision of e-scooters for public hire in exchange for Scheme Operator charges and their compliance with all other terms and conditions of use of the Scheme;
 - ii) the design, build and installation of Scheme assets and infrastructure (if any);
 - (b) entering into arrangements with the London Boroughs and any other relevant parties including London Councils to provide a strategic oversight in the co-ordination, implementation and operation of the Scheme;
 - (c) providing a common set of operational standards, procurement, data sharing systems to the London Boroughs and any other relevant parties to use in relation to the Scheme;
 - (d) undertaking associated activities including in relation to road traffic orders, planning permissions, and parking and highway preparation works, to assist Scheme users and integration of TfL and contractor systems;
 - (e) undertaking awareness campaigns aimed at all road users; and
 - (f) incurring expenditure in relation to the above, recovering agreed contributions from e-scooter operators towards such costs to TfL, as well as similarly incurrent costs to the London boroughs, and distributing those contributions between TfL and the participating boroughs in line with the administration agreement.
2. The delegation above is made subject to the following conditions:
 - (a) The trial is expected to run for 12 months and with a possible extension of 6 months at TfL's discretion, under the terms of the administration agreement and subject to DfT approval.

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- (b) The work carried out by or on behalf of TfL in implementing the delegation will be the subject of regular updates and reports to the Mayor and relevant GLA officers on progress and developments;
- (c) The powers conferred by this Mayoral Delegation are without prejudice to any powers or functions TfL otherwise has at common law or under any relevant legislation and the functions delegated by the Mayor shall be exercisable by TfL in accordance with section 38(7) of the Greater London Authority Act 1999;
- (d) In implementing this Mayoral Delegation TfL will comply with any instructions or guidance issued by the Mayor or by GLA officers;
- (e) Unless otherwise authorised by the Mayor, no costs incurred in the implementation of this delegation shall be borne by the GLA; and
- (f) TfL shall at all times afford the person who is the GLA's Monitoring Officer for the time-being with all reasonable co-operation and access to documents and facilities as may be required from time to time in respect of that person's duties as Monitoring Officer to investigate and prepare reports under section 5(2) of the Local Government and Housing Act 1989 (as applied by section 73(6) of the Greater London Authority Act 1999).

Signed

Date

8/3/21



.....
Sadiq Khan
Mayor of London

APPENDIX B: Charges to e-scooter operators set out in the administration agreement

The administration agreement sets out the charges payable by the operators which include:

1. A one-off upfront charge per participating borough of:
 - £5,000 per full-service borough
 - £2,500 per ride-through borough

2. Ongoing per-vehicle per-period operator payments for each of the 13 4-week periods covering the duration of the trial. This shall be calculated using the average number of e-scooters made available to rent throughout the preceding review period across the trial area, multiplied by a tiered per vehicle charge dependent on the number of e-scooters made available to rent by the operator as set out below:

| Average number of vehicles made available over the review period | Charge per vehicle to that tier |
|--|---------------------------------|
| 0 – 2200 | £5.50 per vehicle |
| 2201 – 4400 | £6.50 per vehicle |
| 4401 + | £7.50 per vehicle |

APPENDIX C: Vehicle safety features for the trial set out in the administration agreement

The operator's vehicles must comply as a minimum with the vehicle specifications set out by the Department for Transport (DfT) – including a maximum speed of 15.5mph. In addition to these minimum standards, it is expected that e-scooters being used in the trial in London will also:

- Be capable of efficient braking at all times, including where the battery is drained and on all road surfaces in typical weather conditions;
- Position the bell or acoustic warning device required by the DfT so that it can be easily used without the need to remove the rider's grip of the handlebar;
- Have lighting at both the front and rear that is always on throughout any rental;
- Have distinguishing features which allow an operator's e-scooters to be easily identifiable as a rental vehicle. Vehicles should also be easily distinguishable from those of other operators participating in the trial;
- Have on-vehicle information outlining contact details for reporting any issues; and
- Have tamper proof on-vehicle technology that automatically ensures compliance with location-based requirements (including no-go and go-slow areas), prevents the vehicle being digitally locked and parked outside of designated parking areas and remotely removes the availability of any e-scooter when it is reported as being unsafe.

Volume 2
The Specification

Title – Electric Scooter (E-scooter) Rental Trial in London

Project No : tfl_scp_002092

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Organisational overview

0.1. Transport for London (TfL)

- 0.1.1. TfL was created in 2000 as the integrated body responsible for London's transport system. TfL is a functional body of the Greater London Authority. Its primary role is to implement the Mayor of London's Transport Strategy and manage transport services to, from and within London.
- 0.1.2. TfL does not make a profit and reinvests all of its income to run and improve London's transport services.
- 0.1.3. TfL manages London's buses, the Tube network, Docklands Light Railway, Overground and Trams. TfL also runs Santander Cycles, London River Services, Victoria Coach Station, the Emirates Air Line and London Transport Museum. As well as controlling a 580km network of main roads and the city's 6,000 traffic lights, TfL also regulates London's taxis and private hire vehicles, the Low Emission Zone and the Congestion Charge scheme.
- 0.1.4. Further background on what TfL does can be found on the TfL website here: <https://tfl.gov.uk/corporate/about-tfl/what-we-do>

0.2. Business Unit

- 0.2.1. For the purposes of the Operator selection exercise for the e-scooter trial, TfL, with support from London Councils has developed an overarching framework (the Administration Agreement) for the Trial which selected Operator(s) will enter into with TfL. Boroughs will then be able to opt into the Trial by issuing a call for service to Operators pursuant to the provisions of the Administration Agreement.
- 0.2.2. The Transport Innovation Directorate, within Surface Transport, will be the principal sponsor of this Trial throughout its duration and will govern the Trial in partnership with the Boroughs and London Councils, as well as a cross cutting steering group at TfL including Network Management, Commercial, Legal, Finance, Safety Health and Environment and Borough Partnerships.
- 0.2.3. The role of the Transport Innovation Directorate is to make sure transport in London is ready for the future by actively seeking out and assessing new ideas and developments in the transport world, helping TfL to determine which new business models or services could help us address the challenges facing our city. To do this the Directorate engages with market innovators, testing how new ideas could work for London to inform how to set the policy frameworks to ensure new innovations are integrated and work for all.

I. DEFINITIONS AND ACRONYMS

| Term | Definition |
|--------------------------|---|
| Administration Agreement | The agreement in place between TfL and an Operator that sets out the obligations relating to the Operator's involvement in the Trial. |
| API | Application Programming Interface(s). |
| Borough | The 32 London Boroughs and for simplicity also includes the City of London Corporation. |
| Charges | The charges payable by an Operator in connection with the Trial, comprising either an initial, up-front Full-service Charge or a Ride-through Charge, and a Per Vehicle Charge payable each Trial Period. |
| Contract Award | The award of an Administration Agreement following an Operator selection process, the timing of which is as set out in section 28 below. |
| Data Platform | The IT system provided by TfL for the sharing of data about Vehicle usage and other Trial data. |
| DfT | Department for Transport. |
| Full-service Borough | A Borough that is participating in the Trial and allows e-scooters to be ridden and parked in its Borough as a minimum. |
| Full-service Charge | Refer to section 26.2 |
| Full-service Contract | An Operator contract between a Full-service Borough and an Operator. |
| Go-slow Zone | Areas where the use of e-scooters is restricted for safety reasons to a maximum speed of 8mph, but use is not prohibited. |
| Key Zone | Areas within Full-service Boroughs which an Operator is only permitted to have a maximum number of e-scooters parked in. |
| London | The cross-party organisation that represents London's 32 |

| | |
|--|--|
| Councils | Borough councils and the City of London. |
| Low-income / equitable access customer plans | Targeted discounts, financial support or alternative pricing plans designed to support the use of rental e-scooters by a subset of Users. |
| Maximum Fleet Size | The maximum number of e-scooters any Operator will be allowed to make available for rent at any time during the Trial. |
| Minimum Vehicle Requirement | The minimum number of e-scooters that an Operator must ensure are located within a Full-service Borough, as outlined in section 9.2. |
| No-go Zones | Areas where the use of e-scooters is prohibited. |
| Non-Participating Borough | A Borough in which the use of e-scooters is prohibited entirely except in private spaces with the landowner's permission. |
| Operator | The commercial entity responsible for renting e-scooters to end Users. |
| Operator Contract | The contract between the Operator and a Participating Borough, being either a Full-service Contract or a Ride-through Contract. |
| Operator Contract Request | A request from a Participating Borough to an Operator to enter into either a Full-service contract (Full-service Request) or a Ride-through Contract (Ride-through Request); |
| Participation Agreement | The agreement between TfL and a Participating Borough which sets out the obligations of TfL and the Participating Borough. |
| Participating Borough | A Borough participating in the Trial, either on a full-service basis as a Full-service Borough, or on a ride-through basis as a Ride-through Borough. |
| Permitted Fleet Size | Maximum number of e-scooters the Operator is permitted to make available to the public for a specific Trial Period (subject to sufficient parking capacity being in place) |

| | |
|-----------------------------|---|
| Permitted Fleet Size Review | The process for reviewing each Operator's Permitted Fleet Size as set out in section 10. |
| Per-vehicle Charge | Refer to section 26.4 |
| Police | All references in the document to Police includes Metropolitan Police Service, City of London Police and the British Transport Police. |
| Priority Area | Areas where a Full-service Borough wants to guarantee provision of e-scooters, be that to support the use of e-scooters by particular groups or to support trips for specific purposes. |
| Project Board | Includes representation from TfL, London Councils and the Participating Boroughs and will be responsible for all key decisions on the Trial. Operators will be required to report up to this Project Board, which will meet at least four-weekly during the operational duration of the Trial and more regularly through the planning phases. |
| Ride-through Borough | A Borough that is participating in the Trial but only to allow e-scooters to travel through. |
| Ride-through Charge | Refer to section 26.3 |
| Ride-through Contract | An Operator Contract between a Ride-through Borough and an Operator. |
| TfL | Transport for London. |
| TLRN | Transport for London Road Network. |
| Trial | The trial for e-scooter rental services in London pursuant to DfT's Future of Transport programme. |
| Trial Area | The combined area of all Participating Boroughs (i.e. there is only one Trial Area in London irrespective of how many or which Boroughs are participating). |
| Trial Period | A consecutive 28-day period, up to 13 of which make up the initial duration of the Trial and over which the Trial will be divided. |

| | |
|--------|--|
| TP Day | A day of a Trial Period, where "TP Day [n]" denotes the specific day of the relevant Trial Period. |
| ULEZ | The Ultra-Low Emission Zone. |
| User | A User of an e-scooter pursuant to the Trial. |

2. INTRODUCTION

2.1. Background

2.1.1. In early May 2020 the Department for Transport announced its intention to start trials of rental e-scooters in summer 2020, to help support cities across the United Kingdom as part of its restart and recovery response following the Coronavirus-induced lockdown.

2.1.2. Regulations¹ have been made which allow for trials of rental e-scooters to take place. The Department for Transport (DfT) must sign off all trials and create vehicle orders for all e-scooters that can be used in the Trial Area. It has issued guidance² which sets expectations for all trials, as well as the vehicles standards and associated user requirements.

2.1.3. DfT has demonstrated its preference for coordination at a local level. The guidance states:

“Where trial areas include and involve several tiers of local government, the DfT recommend agreeing a lead authority. In most cases, it is expected that the lead authority will have strategic oversight across all local trial areas.”

2.1.4. TfL has therefore been working with London Councils and the Boroughs with the intent to select Operator(s) and coordinate and evaluate a research and development trial of an e-scooter rental service for an initial period of up to 12 months with the potential for all Boroughs in Greater London to participate. In this way, we together:

- drive a consistent and safe standard for trials in London;
- provide the evidence base for TfL’s own policy position on e-scooters and DfT’s research to inform possible changes to legislation regarding e-scooters; and

¹ <https://www.legislation.gov.uk/ukxi/2020/663/made>

² <https://www.gov.uk/government/publications/e-scooter-trials-guidance-for-local-areas-and-rental-operators/e-scooter-trials-guidance-for-local-areas-and-rental-operators>

- provide a transport alternative option to private car and capacity restricted public transport to support London's restart and recovery (and potential for further lock downs).
- 2.1.5. TfL, London Councils and the Boroughs have been working closely to agree a set of requirements for a trial across one coordinated trial area in London, driving the standards that are important to Boroughs, TfL and the Mayor for any trial. This document sets out those agreed requirements.
- 2.1.6. The scale of any London trial is likely to be among the biggest, if not the biggest, in the country, and the trial must ensure we as a city are able to have our experience considered by the DfT ahead of any proposed changes to legislation that would see e-scooters fully legalised.

2.2. Objectives

- 2.2.1. Safety is our first priority. Safety considerations underpin all of the below objectives, and ultimately this Trial will help us understand if and how e-scooters can be safely accommodated in London.
- 2.2.2. The objectives for any trial are primarily:
- To explore and understand the appropriate e-scooter operating standards, safety standards, environmental standards, regulations and city-level management powers required to ensure they benefit e-scooter Users as well as Londoners as a whole, and feed this insight gleaned through data collection into the DfT ahead of any changes to relevant legislation;
 - To understand the impact of e-scooters on air quality and demand for travel by car, walking, cycling and public transport as well as where e-scooters can enhance transport options and complement existing public transport;
 - To establish the changes in infrastructure required (if any) for rental e-scooter schemes to deliver a safe and attractive environment on our streets;
 - To understand User and non-User reaction to e-scooters, their attitudes and perceptions;
 - To understand the commercial viability of rental e-scooters in London, determine any areas of market failure including inequality in access and to understand the total cost impacts for Boroughs and TfL; and
 - To understand how e-scooters might support ongoing restart and recovery objectives by providing a relatively green alternative to both private car and capacity restricted public transport, as part of London's wider re-opening following the coronavirus pandemic.

3. ROLES AND RESPONSIBILITIES

3.1.1. The high-level roles and responsibilities of Participating Boroughs, TfL and London Councils are set out below. More detail on these, along with Operators' responsibilities, are set out throughout this Specification.

3.1.2. Full-service Boroughs that call off the contract will be responsible for the following roles on their own highways / land throughout its duration:

- Deciding where e-scooters can and cannot be parked; and provide (if any) supporting infrastructure, as per section 11;
- Identifying 'No-go' and 'Go-slow' zones (if any), as per section 13;
- Setting Key Zones or Priority Areas (If any), as per section 12;
- Local regulatory compliance activity including using Civil Enforcement Officers, public complaints and Operator data;
- Where possible, using consistent signage regarding e-scooters throughout the Trial Area;
- Updating/amending/implementing traffic orders;
- Using the Data Platform to be provided by TfL, as per section 14;
- Day to day contact with the Operators about the above responsibilities; and
- Other activities (as yet unspecified) in support of the Trial.

3.1.3. Ride-through Boroughs will be responsible for:

- Identifying 'No-go' and 'Go-slow' zones (if any), as per section 13;
- Local regulatory compliance activity using Civil Enforcement Officers, public complaints and Operator data;
- Where possible, using consistent signage regarding e-scooters throughout the Trial Area;
- Updating/amending/implementing traffic orders;
- Using the Data Platform to be provided by TfL, as per section 14;
- Day to day contact with the Operator about the above responsibilities; and
- Other activities (as yet unspecified) in support of the Trial.

3.1.4. TfL will take a project management role, co-ordinating with all project stakeholders as well as taking responsibility for:

- The activities set out above where relevant, in relation to the TLRN/TfL land;
- Collating geofencing data (see sections 11, 12 and 13) from Participating Boroughs and internally from TfL, and providing this to Operators;
- Undertaking and coordinating the Operator selection competition, with support from London Councils;
- Ongoing project management of the Trial;
- Managing a Project Board, which will include representation from London Councils and Participating Boroughs, and which together will be responsible for:
 - Managing compliance with the Administration Agreement;
 - Managing the Permitted Fleet Size Review process, as per section 10;
 - Managing, monitoring and evaluation of this Trial; and
 - Identification and escalation of issues for resolution by the appropriate party.
- Managing the Data Platform (provided by a third party) enabling two-way data sharing between Operators and TfL/ Boroughs;
- Calculating Operator charges, receiving payment from Operators for charges and distributing payments to Participating Boroughs, as per section 26;
- Day to day contact for the Operators about the above responsibilities; and
- Delivering a centralised and coordinated communications campaign targeted at sustainable and safe use of the Trial, as per section 23.

3.1.5. London Councils will support and work together with TfL to undertake the Operator selection. London Councils will also be part of the Project Board making key decisions about the Trial as referenced in governance, as set out in section 27

4. SCOPE / OPERATOR REQUIREMENTS

- 4.1.1. The Operator selection process is seeking to identify Operator(s) that is/are willing to work collaboratively with TfL, Boroughs and the Police to help meet our learning and Trial objectives.
- 4.1.2. Successful applicants will be permitted and required to provide rental e-scooters for rent across all Boroughs that wish to be Full-service Boroughs, and their e-scooters will also be permitted to ride through all Ride-through Boroughs, for the Trial duration, subject to continued compliance with the requirements set out here and in an Administration Agreement with TfL and Operator Contracts with Participating Boroughs.
- 4.1.3. During the selection process, potential Operators will be asked to demonstrate their approaches to meeting the requirements in this Specification. Once an approach has been proposed and accepted, successful Operators must provide the service in accordance with the proposal submitted in their bid and this Specification.
- 4.1.4. This Specification sets out the expected requirements of Operators. Subject to any amendments made by TfL, Operators must comply with the requirements set out in this Specification. There will however be an opportunity to raise clarification questions prior to the submission of the tender response, and as a result of questions received TfL may make amendments. TfL is under no obligation to accept any proposed change, and if any change is accepted this shall be the same for all Operators.
- 4.1.5. The Operator agrees to accommodate a reasonable level of changes to the following conditions in the event a change is required for safety, scheme feasibility or any other change necessary for the ongoing viability of this as a trial. This shall be made via the change control process set out in the Administration Agreement.
- 4.1.6. Persistent breaches of these conditions or major safety concerns may result in a Participating Borough exiting the Trial, and ultimately could lead to TfL requesting to the DfT that they revoke an Operator's vehicle order and the termination of the Administration Agreement, Ride-through Contracts and Full-service Contracts with such Operator.

4.2. DfT Requirements

- 4.2.1. The Operator must comply with all standards and trial requirements set out by the Department for Transport (DfT), in addition to the requirements set out in this Specification. This includes agreeing to the data sharing requirements between the DfT and the Operator (which are separate to the mandatory data sharing requirements outlined in section I4), insurance requirements, as well as the Operator's e-scooters being approved by the DfT as compliant with its national definition and technical standards. The technical standards the DfT expect e-scooters to meet have been outlined by the DfT to Operators in advance of assessing e-scooters and are not outlined in this document. An Operator will need to be certified as having

passed these standards by the DfT in advance of the Administration Agreement being signed. The DfT define an e-scooter as a vehicle which:

- a) is fitted with an electric motor with a maximum continuous power rating not exceeding 500 watts;
- b) is not fitted with pedals that are capable of propelling the vehicle;
- c) has two wheels, one front and one rear, aligned along the direction of travel;
- d) is designed to carry no more than one person;
- e) has a maximum weight, excluding the driver, not exceeding 55 kgs;
- f) has a maximum design speed not exceeding 15.5 miles per hour;
- g) has a means of directional control through the use of handlebars which are mechanically linked to the steered wheel;
- h) has a means of controlling the speed through hand controls; and
- i) has a power control that defaults to the 'off' position;

4.2.2. The Administration Agreement cannot be signed until the proposed trial and Operator(s) have been signed off on by the DfT and a vehicle order is created. Following this, an Operator shall not permit e-scooters to be made available to rent by the public anywhere within Greater London until a Borough has called off an Operator Contract (these call offs will be done in a coordinated manner to ensure a consistent start date for each Operator Contract for a specific Borough, as outlined in section 6).

4.3. Insurance Requirements

4.3.1. Operators must take out and maintain various insurances as part of the Trial. The required details, values and coverage of these can be found in the Administration Agreement, but for ease the list of insurances includes:

- Employer's liability insurance;
- Motor liability insurance;
- Public liability insurance;
- Product liability insurance;
- Insurance to cover loss or damage to or theft of the e-scooters; and
- Professional indemnity insurance or, where professional indemnity insurance is not available, a "financial loss" extension to the product liability insurance or if applicable the public liability insurance

5. NUMBER OF OPERATORS

- 5.1.1. Through this selection process, up to three Operators will be selected to rent out e-scooters within the Trial Area as part of this Trial.
- 5.1.2. Boroughs that wish to participate in the Trial or allow e-scooters to be ridden through its borough must sign Operator Contracts with all Operators that are chosen following the Operator selection process, and the form of Operator Contract will be the same for all Operators in all instances. Boroughs cannot exclude any individual Operator throughout the duration of the Trial, except where an Operator's services are suspended as set out in section 24.2.

6. TRIAL DURATION

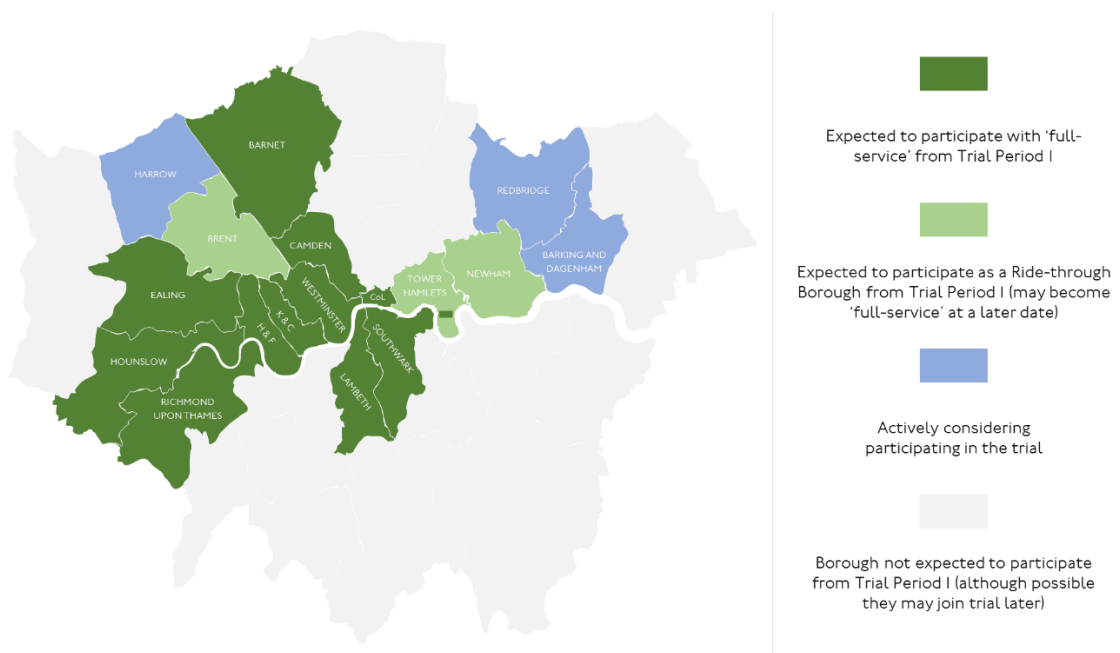
- 6.1.1. The Trial will last for an initial period of up to 12 months, divided into 13, 28-day (4-week) Trial Periods.
- 6.1.2. The Trial shall commence no sooner than four weeks from the date of Contract Award. TfL shall coordinate with Day 1 Participating Boroughs to agree a common start date for the Trial, and the intention is that Operators commence operations on the same day.
- 6.1.3. The exact date for the start of the Trial will be agreed following Contract Award, and Operators will be required to provide a London Level Mobilisation plan that outlines how they intend to deliver the Trial covering the period from Contract Award to the end of Trial Period 1, in compliance with the requirements in this Specification. For each new Participating Borough that joins the Trial, Operators will also need to provide Borough Level plans. No e-scooters should be made available for rent within Greater London ahead of the agreed Trial start date.
- 6.1.4. The end date shall remain the same for the entire Trial Area, irrespective of when a Borough joins the Trial, meaning that those Boroughs joining at a later date shall be part of the Trial for a shorter amount of time.
- 6.1.5. There shall be the option for the Trial to extend for up to 6, 28-day Trial Periods. This mechanism shall not commit to an extension (i.e. it will not come into force unless activated) and shall require agreement from the DfT. As part of this process and following engagement with Operators, the requirements set out in this Specification may be reasonably varied for the duration of the extension.

7. TRIAL AREA

- 7.1.1. All Operators shall be required to operate in all Full-service Boroughs and their vehicles will also be permitted to travel through all Ride-through

Boroughs. The list of trialling Boroughs may change over time, and Operators' operations will need to change to reflect any increase or decrease in the scope of the Trial.

7.1.2. The map below identifies Boroughs that are likely to be Participating Boroughs from TP Day 1 of Trial Period I (date to be agreed after Contract Award as noted in section 6 above). It should be noted that there are no guarantees that these are the exact Boroughs that are part of the Trial on TP Day 1 of Trial Period I, that Boroughs will take the role indicated below or that there will be this many Participating Boroughs, but Operators are required to confirm they can deliver e-scooters to at least 11 Full-service Boroughs from TP Day 1 of Trial Period I.



7.1.3. Given the nature of the Trial, we cannot guarantee the size or spread of the Trial Area. Operators must however agree to operate in all Boroughs within Greater London which issue an Operator Contract Request. While unlikely, this means the maximum potential coverage of this Trial would be 32 London Boroughs and the City of London, potentially including private (or other) land sites by agreement. At the time of launching this procurement, Operators should note that other Boroughs have expressed interest to varying degrees in joining the trial at a point later than Trial Period I. The total number of Boroughs to express interest without formal commitment so far is around two thirds of the total. We are also discussing the Trial with major private landowners that may wish to participate more widely e.g. the Canary Wharf Group.

7.1.4. All e-scooters used in the Trial shall be permitted to be ridden through, parked in and rented from each and every Full-service Borough. All e-scooters used in the Trial shall also be permitted to travel through each and every Ride-through Borough, but not be parked. This shall have the effect that the Participating Boroughs form a single Trial Area for the

purposes of Operators and Users. E-scooters cannot be used in Non-participating Boroughs.

7.2. Full-service Boroughs

7.2.1. A Full-service Borough is one that has entered into a Full-service Contract with each Operator, permits and makes provision for the riding of e-scooters within, from and to or through its borough, and the parking of e-scooters within that borough, consequently identifying and providing parking areas for e-scooters within that borough, among other things. A Full-service Borough must engage with the Trial in good faith and is not permitted to join the Trial and then designate its entire borough as a No-go Zone, except where the Trial is suspended (as outlined in section 24.2).

7.3. Non-participating Boroughs

7.3.1. A Non-participating Borough is one that is not participating in the Trial, and in which the use of e-scooters is prohibited entirely except in private spaces. By default, a Non-participating Borough shall be designated as a No-go Zone in its entirety and each Operator must ensure that its e-scooters cannot be ridden in these boroughs.

7.4. Ride-through Boroughs

7.4.1. A Ride-through Borough is one that is participating in the Trial but only permits e-scooters to be ridden through and not parked within its borough. These Boroughs shall sign a Ride-through Contract with each Operator, enabling them among other things to set No-go and Go-slow Zones, access data, but removing any irrelevant conditions (e.g. parking). The Participation Agreement between the Borough and TfL makes provision for these Boroughs to join the Trial as Full-service Boroughs at a later date (up to and including the start of Trial Period 6). A Ride-through Borough will have to have entered into a Ride-through Contract in advance of its roads being used by trial e-scooters. A Ride-through Borough must engage with the Trial in good faith and is not permitted to join the Trial and then designate its entire borough as a No-go Zone, except where the Trial is suspended (as outlined in section 24.2).

7.4.2. Not all Boroughs will have the opportunity to become a Ride-through Borough. Boroughs can only issue an Operator Contract Request for a Ride-through Contract if they are (or expect to be for the upcoming Trial Period) adjoined by one or more Participating Boroughs.

7.5. Notification of changing Borough roles

7.5.1. Boroughs can only 'join' the Trial at the start of a Trial Period, to reduce the complexity of charges and to avoid disrupting the Permitted Fleet Size Review process.

7.5.2. No Borough shall be permitted to join the Trial (either as a Full-service Borough or a Ride-through Borough) later than the start of Trial Period 6.

7.5.3. Operators should refer to the Administration Agreement for timescales relating to notice periods for Boroughs joining and exiting the trial, as well as timescales for trial suspension or termination.

7.6. Transport for London Road Network (TLRN)

7.6.1. It is the responsibility of TfL to provide any permissions, and subsequent geographic restrictions, for e-scooters to be used on the TLRN. TfL will make any corresponding changes required for any parts of the TLRN within Participating Boroughs.

7.7. Private and other non-TfL/non-Participating Borough land

7.7.1. The Trial Area relates primarily to land/highways within Greater London under the control/ownership of TfL or a Participating Borough. However, throughout the Trial additional areas (e.g. private land) within Greater London can be included or excluded in the Trial Area through separate agreements. These agreements should be reached between the landowner and the Operator(s) directly. Where no agreement exists, Operators should endeavour to prevent the use of their e-scooters on non-TfL/non-Participating Borough land, and areas of non-TfL/non-Participating Borough land can be added as No-go Zones via the Data Platform.

7.7.2. Only e-scooters agreed to and provided in line, with the Administration Agreement can be used in the Trial Area. As such, these separate agreements cannot include additional e-scooters or different e-scooters to those agreed under the Administration Agreement. The Operator(s) therefore must limit the e-scooters made available to the public within Greater London as part of this Trial (be that on private or public land) to those determined by the starting requirements set out in section 9, or by the ongoing Permitted Fleet Size Review process outlined in section 10, whichever is relevant. This means that if access to private (or other) land is secured by an Operator, it must only service this additional area with the same number of e-scooters that it already has in its fleet as part of this Trial. This is to ensure that any e-scooters present in London can continue to benefit from our pre-existing vehicle order, allowing them to travel freely across the Trial Area but avoiding an influx of new e-scooters which would undermine the Permitted Fleet Size, parking provision and other aspects of the Trial. Operators will be obliged to satisfy TfL that this requirement is complied with if necessary and shall comply with any reasonable request for data from TfL related to this obligation.

7.7.3. Proof of agreements and details of any new geographical data (e.g. parking areas, No-go Zones etc.) must be provided by the Operator(s) to TfL for information. TfL shall have no liability in terms of verifying these agreements or the contents of them.

7.7.4. Except for e-scooters (as outlined in paragraph 7.7.2), it is a matter for private (or other) landowners and Operators what they wish to include in these agreements. Prior to any such agreement, the Operator must however be confident that they remain able to meet the requirements set out in this Specification.

7.8. Trial exit and completion of Trial

- 7.8.1. The Operator will be required to provide TfL with an Exit Plan before the launch of the Trial, outlining compliance with the below requirements.
- 7.8.2. In the event a Participating Borough exits the Trial, an Operator must ensure all e-scooters are removed from that borough within 5 working days of its formal exit and the borough as a whole is designated a 'No-go' zone for riders. As with any No-go Zone, Operators will be expected to clearly communicate any change to Users. To reduce the complexity of the Trial, a Participating Borough cannot re-join the Trial at a later date if they have previously exited the Trial.
- 7.8.3. On completion of the Trial, Operators must remove all e-scooters from London's roads. Removal should be completed within 5 working days counted from midnight on the last day of the Trial. If TfL, any Borough or the Police has collected and stored e-scooters for whatever reason throughout the Trial, the Operator shall ensure these are collected and any corresponding costs are paid.
- 7.8.4. Failure to remove the e-scooters from either an exiting Borough or the Trial Area as a whole upon completion within 5 working days will lead to removal by TfL, a Borough or the Police. Where an e-scooter is removed by TfL, a Borough or Police, the Operator will be liable for the cost of removal and storage. In the event any stored e-scooters are not collected, or the costs are not repaid in line with the timescales set out in section 26.5 then the authority shall be free to dispose of these e-scooters in any way they see fit (i.e. sell them and retain any proceeds, recycle, etc.).

8. HOURS OF OPERATION

- 8.1.1. At the start of the Trial, there will be no restrictions on the hours or days during which Operators can make e-scooters available for rent throughout the Trial except for the circumstances (e.g. emergencies) outlined in this proposal. If, however clear safety, criminal or other serious issues arise, operating hours may be restricted on a Trial Area basis.
- 8.1.2. Operators will be expected to minimise the wider impacts of their operations on vehicle congestion and noise, which in turn may mean more operational activities such as redistribution, maintenance and charging need to occur at less busy times including overnight.

9. PERMITTED, MINIMUM AND MAXIMUM FLEET SIZES

9.1. Permitted Fleet Size

- 9.1.1. The Permitted Fleet Size shall represent the maximum number of e-scooters that the Operator is permitted to make available for rent to the

public during that specific Trial Period across the Trial Area, subject to sufficient parking capacity being in place. It is expected the upper limit set by an Operator's Permitted Fleet Size will increase and decrease throughout the Trial, as a result of the Permitted Fleet Size Review process and borough participation changes. The Permitted Fleet Size should not be confused with the Maximum Fleet Size outlined in section 9.3 which will remain static at all times throughout the Trial. The capacity of parking provision across the Trial Area may also act as a de-facto upper limit to the number of e-scooters an Operator can deploy, irrespective of its Permitted Fleet Size, given e-scooters must be parked in designated areas.

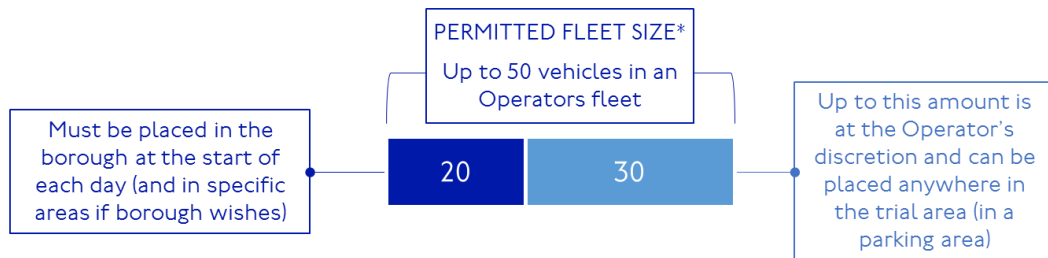
- 9.1.2. Operators are free to deploy fewer e-scooters than the upper limit set by the Permitted Fleet Size if they so wish, for instance to reflect expected periods of lower demand. They must however continue to meet the Minimum Vehicle Requirements.
- 9.1.3. On TP Day I and throughout the first Trial Period, each Operator's Permitted Fleet Size for the Trial Area as a whole shall simply be 50 e-scooters multiplied by the number of Full-service Boroughs. In a scenario where there are 11 Full-service Boroughs on TP Day I of Trial Period I (as noted in section 7), then this would mean a Permitted Fleet Size of up to 550 e-scooters for each Operator across the Trial Area at the Trial launch.
- 9.1.4. An Operator's Permitted Fleet Size from Trial Period two onwards shall then be determined by the Permitted Fleet Size Review process outlined in section 10, in addition to changes which result from Full-service Boroughs joining and exiting the Trial.
- 9.1.5. No changes to Permitted Fleet Sizes will result from the inclusion or exclusion of Ride-through Boroughs or non-TfL/non-Participating Borough land.

9.2. Minimum Vehicle Requirement

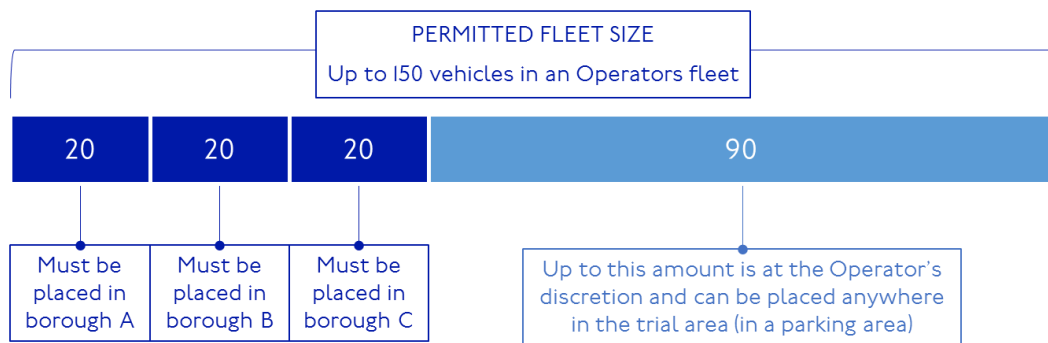
- 9.2.1. Of an Operator's Permitted Fleet Size, the Operator must ensure a minimum number of e-scooters are deployed in each Full-service Borough. The frequency of this deployment for Trial Period I shall be daily and at the start of each TP Day (judged as at any point between 04:30 - 07:00), although the frequency and timings of this minimum vehicle deployment may be varied throughout the Trial. For the first Trial Period actively involved in the Trial (i.e. Trial Period I if joining as a Full-service Borough from the start), the default Minimum Vehicle Requirement shall be 20 e-scooters per Operator per Full-service Borough. Each Full-service Borough is able to explicitly permit a lower figure prior to the commencement of operations in its borough, if they are content with a lower guaranteed number of e-scooters. This Minimum Vehicle Requirement can also change throughout the Trial, as outlined in paragraph 9.2.4.
- 9.2.2. After accounting for the provision of the Minimum Vehicle Requirement in each Full-service Borough, the Operator is free to deploy the remainder of its Permitted Fleet Size as they see fit throughout the Trial Area, but they must comply with the parking and other area-based restrictions set out in

this document, which may act as a de-facto upper limit. Figure A provides an illustrative example of this for Trial Period I.

One borough calls off the Full-service contract...



Three boroughs call off the Full-service contract...



** These amounts are per Operator, therefore with more than one Operator these amounts will be multiplied*

Figure A: Example starting fleets for Trial Period I

- 9.2.3. Operators will be required to meet the Minimum Vehicle Requirement in all Full-service Boroughs from TP Day I of Trial Period I, and throughout the Trial.
- 9.2.4. Individual Full-service Boroughs will be able to change their Minimum Vehicle Requirement at the end of each Trial Period. This may result in varied Minimum Vehicle Requirements across the Trial Area. Full-service Boroughs should only consider increases to the Minimum Vehicle Requirement when Operators Permitted Fleet Sizes are also increasing as a result of the Permitted Fleet Size Review, and only by their 'share' of any increase. Full-service Boroughs will be encouraged to engage with Operators to ensure any change does not become over burdensome or represent too great a proportion of an Operator's overall fleet. Any change in Minimum Vehicle Requirement must be imposed fairly across Operators. Full-service Boroughs will need to notify TfL and Operators during the review process (set out in section 10) of any changes to Minimum Vehicle Requirements. with changes being implemented for the following Trial Period.

9.3. Maximum Fleet Size across the Trial Area

9.3.1. The Trial will begin with low numbers of e-scooters (as set out in section 9.1.3), and the actual number of e-scooters in an Operator's fleet over the course of the Trial is determined by their Permitted Fleet Size which is influenced by a number of factors including the number of Participating Boroughs, Operator performance more widely and demand, and will be reviewed every 4 weeks. The total number of e-scooters (sum of all Operators' e-scooters) present within Greater London shall not exceed 19,800 at any point during the Trial, but this is a technical maximum. Each individual Operator's Maximum Fleet Size shall simply be this total figure divided by the number of Operators selected. Changes to these figures cannot be made without explicit approval from all Participating Boroughs.

9.4. Changes to Permitted Fleet Sizes resulting from Full-service Boroughs joining or exiting the Trial

9.4.1. At the start of any Trial Period in which a new Full-service Borough has joined the Trial each Operator shall be allowed to increase its Permitted Fleet Size by up to 50 e-scooters for each Full-service Borough that is joining from that Trial Period.

9.4.2. This shall remain consistent for all Full-service Boroughs joining the Trial at a later date, unless or until any further increase to an Operator's fleet would take it above the Maximum Fleet Size as set out in paragraph 9.3.1. In the event this maximum has already been reached, then a borough may still join the Trial as a Full-service Borough, however the Operator shall only add as many e-scooters, if any, as required to increase its fleet up to the limit set out in paragraph 9.3.1. If no e-scooters can be added without exceeding this limit, then a borough may still join the Trial and the Operator would need to redistribute its fleet accordingly.

9.4.3. In the event that a Full-service Borough exits the Trial or changes its role to ride-through only, then each Operator's Permitted Fleet Size for the Trial Area as a whole shall be reduced by 50 e-scooters for each Full-service Borough that is being removed. These changes will come into force at the start of the Trial Period following the exit of the Full-service Borough(s).

9.4.4. No changes to Permitted Fleet Sizes shall result from the inclusion or exclusion of private (or other) land (see section 7.7) or Ride-through Boroughs.

10. PERMITTED FLEET SIZE REVIEW PROCESS

10.1.1. Outside of changes resulting from Full-service Borough joining and exiting the Trial, Operators' Permitted Fleet Size will be determined through the Permitted Fleet Size Review process. This will enable Operators to increase their Permitted Fleet Sizes, keep it constant or to decrease their Permitted Fleet Size where necessary throughout the Trial. Operators must comply with all elements of this process throughout the Trial.

10.2. The review process

10.2.1. The review consists primarily of three parts. A change in an Operators Permitted Fleet Size will mostly be dependent on:

Part 1 – Performance against key metrics

- TfL, following agreement at the project board, will confirm to Operators the metrics and associated scoring to be used for the following Trial Period during the review process (or in advance of the Trial commencing for Trial Period I). All Operators will be treated equally in terms of metrics and scoring, and no additional data will be required to calculate these metrics over and above that already to be provided in compliance with the requirements set out in section I4.
- Where relevant, high and low performance targets for each metric will be set. Operators who exceed high performance targets will be considered for an increase to their Permitted Fleet Size (assuming part 2 and 3 are also successfully completed in that review), and those that fall below low performance limits may have their Permitted Fleet Size decreased for the next Trial Period. Examples of metrics that may be used include:
 - Utilisation rate across the entire Trial Area;
 - Utilisation rate in Priority Areas specifically;
 - Compliance with Minimum Vehicle Requirement;
 - Deployment of previous increases to Permitted Fleet Size.
- The specific metrics or targets to be used are likely to vary throughout the Trial to support continued delivery of the Trial objectives. TfL will work with London Councils, Participating Boroughs, Operators and the Police to refine and revise these throughout the Trial.

Part 2 - Participating Borough, TfL, Police and any other relevant party feedback on Operator performance over the Trial Period

- This process will be largely qualitative and will be used to ensure Operators are fulfilling the requirements set out throughout the Specification. Operators may be required to provide evidence of compliance with any requirement. Any element of Operator performance could be fed back on, however key considerations are likely to include:
 - Safety incidents;
 - Compliance with geographical or fleet restrictions (e.g. parking compliance, No-go Zones, etc.);

- Criminal activity or incidents;
- Environmental performance;
- User behaviour and Operator engagement.
- Data will be captured in a systematic way to ensure issues and learnings are captured, but also to ensure issues are addressed throughout the Trial. Where issues are judged to be serious enough, are occurring repeatedly despite being raised previously or are raised by a number of Participating Boroughs or stakeholders, this will impact on whether an Operator is eligible for an increase to its Permitted Fleet Size or must decrease the size of its fleet.

Part 3 - Operator feedback and recommendations

- This will take the form of a standardised report on a variety of aspects, including (but not necessarily limited to):
 - Their experience of the Trial in general, and the most recent Trial Period specifically;
 - Expectations for the upcoming Trial Period (e.g. changes in demand);
 - Recommendations for Participating Boroughs/TfL to consider (e.g. requirements to change);
 - Aspirations to increase or decrease the number of e-scooters in its Permitted Fleet Size, and if so by how many.
- For clarity, no personal data or information shall be included in these reports, and all Operators shall be asked for the same information.

10.2.2. In addition to these three parts of the review process, the Project Board will also consider other factors relating to the Trial which may impact upon the appropriate number of e-scooters in Operators' fleets, such as existing or expected parking capacity or any automatic fleet size adjustments which will result from Full-service Boroughs joining or leaving the Trial. These factors will be key considerations, in addition to the three-part process above, throughout the Permitted Fleet Size Review process.

10.2.3. The Permitted Fleet Size Review shall be conducted on a Trial Area basis, factoring in an Operator's performance across all Participating Boroughs to ensure demand and performance is consistent across the entire Trial Area. Any metric and scoring will be set for the Trial Area as a whole, not for individual boroughs.

10.2.4. The Project Board will endeavour to complete this process in the final week of each Trial Period, so that any changes to Permitted Fleet Sizes can commence from the start of the following Trial Period. In the event that

the proposed timetable for the review process is unviable for any reason, the review may be conducted on a less frequent basis (e.g. every 6 weeks instead).

- 10.2.5. An Operator can request a change to its Permitted Fleet Size during the review process. The Project Board will agree, reject, or otherwise (e.g. accept a request to increase but only for a lower number of e-scooters), based on the outcome of the Permitted Fleet Size Review process. Operators will be informed of the outcome of this review process, and changes to Permitted Fleet Sizes (increases and decreases) shall commence from the first day of the following Trial Period. Operators will also be notified at this point of any other relevant changes, for instance updated Minimum Vehicle Requirements or new assessment metrics.
- 10.2.6. Decisions are final and there shall be no appeals process.
- 10.2.7. The Project Board reserves the right to exercise discretion with regards to fleet size decreases.

10.3. Data and IT outages and errors

- 10.3.1. Operators must inform TfL of any system outages that affect either the customer service, data feed or even the granularity of the data that can be provided (as set out in section 14). Any planned updates that will have an impact on the customer or data provision should be reported to TfL with 48 hours' notice.
- 10.3.2. In the event that data is unavailable for a reason beyond the Operators' control to evidence any part of the review process, we shall ask Operators to provide this information in a format that can be easily inputted into the review process or the Data Platform. If no data is available or the Operator cannot reasonably provide it, then by agreement of the Project Board a decision on fleet size changes can be taken by discussion and consent.
- 10.3.3. Where it can be shown that an Operator is intentionally supplying false information this will be considered a breach of contract, for which an Operator may lose its permission to operate in London.

II. PARKING

- II.1.1. It will be the responsibility of the Full-service Borough (or TfL on TfL land) to designate parking for e-scooters throughout the Trial, and these may vary throughout the Trial. Operators will be able to recommend areas of demand the Full-service Borough may consider for parking bays as part of the Permitted Fleet Size Review process.
- II.1.2. E-scooters must only be deployed by Operators or parked by Users in designated parking areas as agreed by the relevant Full-service Borough, TfL, or where applicable, on private (or other) land. Operators must ensure that e-scooters are not capable of being locked/rides cannot be ended

outside of a designated area (albeit with a very small margin of error permitted, e.g. to account for the accuracy of any geolocation device/system). All parking areas provided by TfL or Full-service Boroughs shall be open to all Operators (i.e. no Operator-exclusive parking on TfL or Borough land), albeit the use of these areas will be on a first come first served basis unless otherwise advised.

- II.1.3. The capacity of parking provision across the Trial Area may also act as a de-facto upper limit to the number of e-scooters an Operator can deploy, irrespective of its Permitted Fleet Size, given e-scooters must be parked in designated areas.
- II.1.4. The demarcation of designated parking areas may vary. Within the types of parking that may be made available by the Full-service Borough Operators must meet the following requirements:

In physically marked bays, e-scooters:

- Must only be parked in an e-scooter parking bay (i.e. not in parking bays reserved for motorcycles or other motor vehicles), as designated by the Full-service Boroughs or TfL as a parking area (except where additional agreements exist as per section 7.7);
- Must be left fully within the bay;
- Must be parked in an upright, stable position and remain upright;
- Should not be parked in a way that inhibits entry or parking by other e-scooters;
- Should not exceed any maximum capacity set for that parking area.

Outside of physically marked bays (but still in designated areas) e-scooters:

- Must only be parked in a designated area (albeit these may not be demarcated physically), away from the carriageway and close to the kerb or at existing cycle parking;
- Must be parked in an upright, stable position and remain upright;
- Must not be parked:
 - outside any areas designated by Full-service Boroughs or TfL as parking areas (except where additional agreements exist as per section 7.7);
 - at bus stops, Santander Cycles docking stations and other public and active transport related facilities (except cycle parking);
 - adjacent to disabled parking or loading bays;

TfL RESTRICTED

- on private property without the prior agreement of the landowner, or in a way that restricts access to private property, especially fire exits or other emergency access routes.
- Must not be parked or deployed in a manner that:
 - inhibits access to dropped kerbs, crossings, or creates any access, safety or pedestrian crossing visibility issues;
 - inhibits access to any emergency facilities or utility facilities;
 - obstructs the highway (footway, cycle lanes and carriageway);
 - obstructs street furniture that requires pedestrian access (e.g. benches, parking meters).

II.1.5. Any e-scooter parked outside agreed parking areas will be non-compliant and Operators must ensure removal within the timeframe specified below:

| | | |
|--|---|--|
| If parked outside an agreed parking space | 12 hours from notification received, Operator to complete removal. | Failure to remove the e-scooter within these timeframes may lead to its removal by TfL, a borough or the Police. Where an e-scooter is removed by TfL, a Borough or Police, the Operator will be liable for the cost of removal and storage. |
| If parked in a way that causes a danger or obstruction | 2 hours from notification received, Operator to complete removal. | |
| In extreme circumstances | Without notice , removal may be completed by TfL, a borough or Police. | |

- II.1.6. Operators will be expected to have efficient means of identifying when these events occur, and for rectifying the situation within these timescales. Where possible, Operators should consider the use of technological means to automatically notify an Operator of issues, for instance where an e-scooter has been knocked over when parked.
- II.1.7. Full-service Boroughs and TfL will endeavour to give Operators at least 48 hours' notice in advance of pre-planned changes to designated parking areas. Operators will be required to make any corresponding changes in their own systems to ensure compliance.
- II.1.8. Where specific events, incidents or emergencies occur, Operators will be required to immediately remove or otherwise vary parking areas as per any request from a Full-service Borough, TfL or the Police. See section 24 of the Specification for more details.
- II.1.9. The Operator must ensure that Users are aware of these designated parking areas, and the restrictions that apply. As a minimum, this is to

include a map showing all permitted parking areas. Users must also be provided with clear instructions on how to park the e-scooter to ensure e-scooters are left securely and do not create an obstruction.

- II.1.10. Operators must deploy solutions that drive good user behaviour. Systems must include education, including elements of disability awareness so that riders understand the possible implications of their actions, and could also include penalties and incentives. Operators must notify TfL of any material changes to their proposed user behaviour systems that may alter their effectiveness ahead of any change being made.

12. DISTRIBUTION, PRIORITY AREAS AND KEY ZONES

- 12.1.1. Where possible, Operators should consider working together to coordinate distribution of their e-scooters and other operational activity to minimise wider impacts on safety, the environment and congestion.
- 12.1.2. Operators must also take reasonable measures to minimise any negative impacts on safety, the environment and congestion associated with deployment, collection and redistribution of e-scooters.

12.2. Distribution of Minimum vehicle numbers

- 12.2.1. As outlined in section 9.2, at the start of every TP Day each Operator shall ensure that a minimum number of individual (i.e. the same e-scooter cannot be used to meet this requirement in multiple places) fully operational e-scooters are located in each Full-service Borough.
- 12.2.2. E-scooters distributed to comply with the Minimum Vehicle Requirement (see section 9.2) may be placed anywhere within a Full-service Borough (within a designated parking area), unless a Full-service Borough chooses to designate specific areas ('Priority Areas') where this redistribution must happen.

12.3. Priority Areas

- 12.3.1. It will be the responsibility of the Full-service Borough to identify Priority Areas (if any) for the Trial. A Priority Area should be a specific area that the Full-service Borough wants to guarantee provision of e-scooters, be that to support the use of e-scooters by particular groups for inclusivity reasons or to support trips for specific purposes (e.g. outside a rail station to support a shift from short car trips).
- 12.3.2. Where a Full-service Borough has chosen to designate Priority Areas in its borough, an Operator shall ensure that all, or a proportion of, the Minimum Vehicle Requirement is located specifically within these areas. It is for the relevant Full-service Borough to determine how much of its Minimum Vehicle Requirement should be placed specifically in Priority Areas. Where only a proportion of the Minimum Vehicle Requirement is allocated to

Priority Areas, the remainder must still be placed in the Full-service Borough but can be located at the Operators discretion.

- 12.3.3. It is for the Full-service Borough to decide how many Priority Areas they have, if any, and how the specified number of e-scooters are divided between these areas, albeit the requirement shall be split equally among Operators. However, to avoid a proliferation of areas, related distribution impacts and to provide greater certainty to Users, Full-service Borough cannot designate Priority Areas for fewer than three (3) e-scooters per Operator.
- 12.3.4. Priority Areas may be introduced or otherwise varied (in size, number of e-scooters or location) during the Trial, and any changes will be set out at the end of a Trial Period, so that they can begin from the start of the next Trial Period.
- 12.3.5. An Operator is free to place more e-scooters in these Priority Areas if they wish, so long as they are left in a designated parking area.
- 12.3.6. An Operator shall be expected to comply with any requirements within Priority Areas at all times, other than when exceptional circumstances (e.g. particularly bad weather) arise.

12.4. Key Zones

- 12.4.1. Full-service Boroughs are able to set 'Key Zones' throughout the Trial to mitigate excessive numbers of e-scooters being parked in sensitive locations, possibly to the detriment of the general public. This tool is only likely to be relevant where designated parking bays are not used, given the number of vehicles parked can otherwise be more appropriately controlled by the location and capacity of parking bays provided.
- 12.4.2. Operators must not permit more than the stipulated maximum number of e-scooters to be parked within each Key Zone to ensure local hotspots such as town centres do not become inundated by e-scooters. Any limit set by a Key Zone must be split equally between Operators.
- 12.4.3. Given the operational complexity of implementing and abiding by Key Zones, Full-service Boroughs are encouraged to engage with Operators prior to implementing Key Zones and should limit the number of Key Zones created to ensure the trial remains operationally viable. Full-service Boroughs should also not seek to limit the number of vehicles able to be parked in a Key Zone at an artificially low or inappropriate figure.
- 12.4.4. An Operator must remove any surplus e-scooters from Key Zones within these timeframes:

| | |
|--|--|
| If Operator is notified that there are more e-scooters parked within a Key Zone than permitted | 2 hours from notification received, Operator is to complete removal of the e-scooters. |
|--|--|

- 12.4.5. Within this timeframe, an Operator may choose to incentivise Users to take trips which reduce the number of e-scooters parked within the Key Zone. If User movements, or active redistribution, reduces the number of e-scooters below the stipulated maximum within this time limit then the situation will be considered resolved. If e-scooters are not removed within the stipulated time limits, these e-scooters may then be collected and stored by the relevant authority, the costs for which the Operator will be liable for.
- 12.4.6. Key Zones and their associated e-scooter limits may be introduced or otherwise varied during the trial to reflect changes in overall fleet size. Any changes will be set out at the end of a Trial Period, so that they can begin from the start of the next Trial Period. These maximums will be split equally between operators.

13. NO-GO AND GO-SLOW ZONES

- 13.1.1. In addition to the DfT's requirement of ensuring e-scooters are not ridden on footways (pavements) and other areas solely for pedestrians, the Operator should also prohibit the use of these e-scooters on high speed roads or other roads, where pedal cycles and e-bikes are prohibited (e.g. the A2, Blackwall Tunnel), or where a wider set of vehicles are prohibited (e.g. bus stations) by applying geo-fenced restrictions on these roads and areas. Participating Boroughs and TfL shall identify any such roads or areas in advance of a Participating Borough joining the Trial.
- 13.1.2. TfL and all Participating Boroughs may introduce or otherwise vary any No-go and Go-slow Zones on their roads/in their borough at any point throughout the Trial, and the Operator must ensure compliance as follows:
- **No-go Zones:** these are areas where the use of e-scooters is prohibited. Operators must have automatic (i.e. not within the remit of the rider) location-based deactivation capabilities which safely cuts the motor out and will not reactivate until the e-scooter is taken outside the geofenced No-go Zone and back into the Trial Area. Operators must have a mechanism in place to explain to Users why this has occurred and how the situation can be rectified. Operators must ensure that Non-Participating Boroughs are geo-fenced as No-go Zones.
 - **Go-slow Zones:** these are areas where the speed of e-scooters is restricted for safety reasons but not prohibited, for example shared space areas where pedal cycles are permitted and would also be expected to proceed at a reduced speed. Operators must have automatic (i.e. not within the remit of the rider) location-based speed restriction capabilities which safely reduces the maximum speed possible to 8mph when e-scooters are used within these zones.

- 13.1.3. The Operator must ensure that Users are aware of these areas, and the restrictions that apply. As a minimum, this is to include a map showing all Go-slow and No-go Zones.
- 13.1.4. Participating Boroughs and TfL will endeavour to give Operators at least 48 hours' notice in advance of pre-planned changes to No-go and Go-slow Zones. Operators will be required to make any corresponding changes in their own systems to ensure compliance.
- 13.1.5. Where specific events, incidents or emergencies occur, Operators will be required to immediately remove or otherwise vary No-go and Go-slow Zones as per any request from a Participating Borough, TfL or the Police. See section 24 of the Specification for more details.

14. RESEARCH, DATA GATHERING, MONITORING AND EVALUATION

- 14.1.1. TfL and the Participating Boroughs research, data gathering, monitoring and evaluation interests for this research and development trial are in line with six key objectives as set out in section 2.2, as well as DfT requirements.
- 14.1.2. This section sets out the current requirements and aspirations for regular data reporting, research, monitoring and evaluation.
- 14.1.3. TfL and Participating Boroughs will regularly review the process of data gathering, research, monitoring and evaluation to find ways to improve the process.

14.2. DfT requirements

- 14.2.1. Operators must comply with DfT data sharing requirements and monitoring and evaluation processes as set out here:
<https://www.gov.uk/government/publications/e-scooter-trials-guidance-for-local-areas-and-rental-operators/e-scooter-trials-guidance-for-local-areas-and-rental-operators>

14.3. Regular data reporting to TfL

- 14.3.1. Operators will be expected to provide the data set out in Table I. These are our current assumptions on the data we would like to gather at the commencement at the Trial. Any data suffixed with an asterisk (*) is mandatory for Operators to share. Data will be shared between TfL and Participating Boroughs as necessary throughout the Trial, for instance for operational, compliance and evaluation purposes.
- 14.3.2. The data to be provided will need further assessment following Contract Award, to ensure data is sufficient for the Permitted Fleet Size Review process and to check whether there is any likelihood of individuals being identified from data shared pursuant to the Trial. The accuracy of GPS data is one factor that will be taken into account. If necessary, a Data Protection Impact Assessment will be carried out to ensure that any processing of

personal data is compliant with the GDPR. Any data collected will need to be aligned with a clear purpose of use to ensure only the minimum data required is shared, in line with the obligations of 'data minimisation'. TfL and the Operators will work to agree the process, format and regularity of this data sharing, and to standardise and automate this to streamline the process for Operators. If required by TfL, all Operators must sign a data sharing agreement with TfL within two weeks of Contract Award, unless a longer time period is expressly permitted by TfL.

- 14.3.3. The Operator will be required to submit a monitoring and evaluation report to TfL before launch outlining the agreed format, granularity, process and regularity for sharing the information set out in Table I and any further data provided. Where required by TfL to supply any of the relevant data set out in Table I or any other data that may be requested as the Trial progresses, the Operator must provide Application Programming Interface(s) (API) in an appropriate format (such as the Mobility Data Specification (MDS) format or equivalent where relevant), using the most current version of any applicable standard and any APIs must be made accessible to officers from TfL. Data must be provided in 'near real-time' where required by TfL. Where other formats are required to supply any of the data set out in Table I, or other data that may be requested as the Trial progresses, Operators must provide data in the format as required by TfL.
- 14.3.4. Operators must also agree to work with the provider of the Data Platform to ensure all data feeds are compatible. TfL expects the APIs to be fully functional before the launch of the service. Testing of this two-way data feed will need to be part of mobilisation. All Operators will be required to provide data in the same format, and provide the same APIs allowing for two-way data exchange.
- 14.3.5. TfL will share with the Operator the geofencing data set out in sections II, I2 and I3, but solely data related to TfL and Borough land and highways, and Operators will need to demonstrate the performance of their systems to accept, accurately display the information, implement each of the relevant requirements within the time limits set out in this Specification and share information regarding user-facing geographic requirements with Users.
- 14.3.6. Though we hope to work with the DfT on its User survey, TfL expect to have further survey(s) to address London-specific questions. For example, to understand the immediate and longer term impact this mode may have on travel behaviour in London, as well as to capture the User experience on our infrastructure. TfL will work with Operators to agree the best process for such survey(s).
- 14.3.7. As this is a research and development trial, TfL will be undertaking mid and final trial evaluations and we would value any additional data or insight that Operators can provide throughout the Trial to inform these reports and support us with assessment of the Trial against our six learning objectives. This might for example include swerve data to understand impact of infrastructure, or insight sessions for TfL staff on day to day operational issues, or how the business model works.

14.3.8. Operators will be required to submit a monitoring and evaluation report ahead of Trial commencement, detailing how the data requirements and requests set out in this section will be met throughout the duration of the Trial. TfL must approve this report before the Trial start date. This report will include details of:

- the format, granularity, process and regularity of sharing the data set out in Table I below;
- the provision of APIs for the Data Platform;
- any further data offered to help support TfL objectives;
- the content/structure of the six-weekly data summary requested by DfT;
- how User feedback will be shared with us;
- proposed incident log and incident response process; and
- proposed process for how to share complaints and issues with TfL in appropriate and usable format.

14.3.9. Compliance with data requirements, and performance of the two-way data sharing through the Data Platform will be part of regular discussions with the Operator at Project Board meetings.

14.3.10. Operators will also be required to submit a final evaluation report themselves (within four weeks of the end of the Trial), based on the six objectives TfL has set out for the Trial. Further details of this report will be agreed with Operators as the Trial progresses.

Table I: Data requirements

| Data | Notes |
|--|--|
| E-scooter utilisation and trip data | |
| Unique trip IDs* | Each trip to be recorded with unique trip ID |
| Routing of each trip* | Lowest level of granularity to be discussed with Operators |
| Trip start data* | Starting point and date & time stamped |
| Trip end data* | Ending point and date & time stamped, |
| Distance travelled* | Distance travelled for each trip by trip ID |
| Trip time* | Time taken for each trip by trip ID |
| Maximum speed* | Maximum speed reached on trip, by trip ID |
| Unique e-scooter identifiers* | Unique ID for each e-scooter in operation |
| Locations of all e-scooters* | Using unique e-scooter ID and time & date stamp |
| Vehicle type for each e-scooter* | For each unique e-scooter ID |
| Propulsion type for each e-scooter* | For each unique e-scooter ID |
| E-scooter status (available for | Using unique e-scooter ID and time & date stamp |

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| hire/on-hire/out of service) * | |
| Number of trips * | Summary data aggregated from above |
| Aggregate trip origin/destination information* | Summary data aggregated from above |
| Fleet utilisation * | Summary data aggregated from above |
| Device quantities by locations * | Summary data aggregated from above |
| Understanding Users and Usage | |
| Age-band* † | Required by DfT. Aggregate level, interest in reports on usage, behaviour, survey responses and travel patterns |
| Ist-part postcode* † | As above |
| Gender* † | As above |
| Disability* † | As above |
| Race & Ethnicity* † | As above |
| Mode shift question* † | As above, related to short survey questions asked at random at end of trip |
| Perception/actual safety* † | As above, related to short survey questions asked at random at end of trip |
| Customer feedback * | Customer feedback (positive and negative) through app or customer services options |
| Contacts made to customer service – to include complaints, issues and compliments from Users and non-Users * | Number, issues, location, action taken, User vs non-User spilt in terms of type of concerns/ issues |
| Fines levied by Operator on Users (i.e. for poor parking) | When, reason and size of fine |
| Pricing option used for trip* | Aggregate level data. Trips using different pricing options, origins and destinations of these trips. |
| User survey responses* | Aggregate level to understand aspects like mode choice, mode shift, longer-term impact on travel habits and behaviour, plus User experience on London's streets |
| Registration figures | Understand level of interest, time between registration and first ride |
| Safety and incident reporting (including cleaning and maintenance) | |
| Type of incident* | Operators to collate in occurrence/incident log & share anonymised, aggregate data |
| Outcome of incident * | See above |
| Location of incident * | See above |
| Non-personally identifiable User information * | Customer information relevant to the incident (e.g. type of licence held, number of trips taken prior to incident etc.) |
| Time of incident and conditions (e.g. weather, light) * | See above |
| Vandalism | Record of e-scooters, using unique ID that have been vandalised and how |
| Theft | Record of e-scooters, using unique ID that have been |

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| | stolen and last known location |
| Cleaning* | Unique e-scooter ID, date of last regular and deep clean |
| Maintenance * | Date of last regular and pro-active e-scooter inspection, using unique e-scooter ID. |
| Environmental and sustainability related metrics | |
| Source of energy | Used to re-charge e-scooters |
| Scooters removed from circulation* | Unique ID, reason and location |
| Recycling of e-scooters* | Unique ID, elements recycled and how |
| Efficiency rating* | To understand impact on environment |
| Disposal of batteries | Number and disposal approach used |
| New batteries issued | Number of new batteries issued |
| Vehicles used for redistribution* | Details of vehicles used for redistribution of e-scooters |
| Battery life remaining | By unique e-scooter ID, date & time stamped |
| Tracking Education, Marketing and Outreach activities | |
| Type of courses offered* | List of training options and delivery methods, including new User sign up training |
| Number of each course type completed* | Type of course and number of Users completing course |
| Users required to do additional training | Type of course and number of Users completing course and reason for offering the course |
| Details of outreach and marketing activity * | When, where, activity conducted and number of participants |

† This is a DfT data request, so TfL hopes to be able to collect this data for London from the DfT. Any survey questions TfL or the Participating Boroughs have will be discussed with the DfT to see if they can be part of a national survey. However, TfL and Participating Boroughs are likely to have extra research requirements for London and may wish to run our own survey. We would work with Operators to agree the best process for this.

15. DATA DOCUMENTATION AND REGULATIONS

15.1.1. TfL and the Boroughs are subject to FOI Legislation and the Operator will need to assist and cooperate with TfL to support TfL and the Boroughs in complying with its obligations where reasonably requested by TfL and/or the Boroughs.

15.1.2. The Operator will need to have in place, and agreed with TfL, the following Trial specific policies/agreements in order to run the Service:

- Data sharing agreement between TfL and the Operator (If required by TfL);

- User agreement;
- Privacy policy; and
- Data collection, handling, storage and sharing policy.

15.1.3. TfL and the Operator will work together to agree the most appropriate, secure mechanism to collate and transfer the data required and frequency of sharing it. It is expected data would be collected from the app, website, management information system, GPS/telematics, incident/safety and User survey data. Operators must also adhere to TfL's Cyber Security Standards and Policies.

15.1.4. The Operator must comply with Data Protection Legislation and agreed security standards as further set out in an Administration Agreement. Applicable security standards will be finalised before the launch of the Trial and may be reviewed throughout the Trial.

16. VEHICLES

16.1.1. Throughout the Trial the Operator's e-scooters must comply with the vehicle definition and technical standards set out by the DfT (the definition can be found in paragraph 4.2.1). E-scooters must be approved for use in UK trials by the DfT ahead of any contract being signed and e-scooters being placed on roads in London.

16.1.2. In addition to these minimum DfT standards, all e-scooters must have the following specific features³:

- Be capable of efficient braking at all times, for instance where the battery is drained, and on all road surfaces in typical weather conditions;
- Have a bell or acoustic warning device fitted which can be easily used by the rider without them having to move their hands from the handlebars;
- Have forward and rearward lighting which is always on throughout a rental;
- Have a unique identification number on each e-scooter which is easily visible, as well as other distinguishing features which allow e-scooters to be easily identifiable as a rental e-scooter. These numbers should link e-scooters to data collected;

³ Some of these additional requirements may already be covered by the DfT's vehicle assessment procedure that an Operator must successfully complete to be approved for trials

- be easily distinguishable from other Operators participating in the Trial;
- Have on-vehicle information outlining contact details for reporting; and
- Have a means of being self-standing (e.g. a kick-stand).

16.1.3. Operator's e-scooters must also be designed:

- with the safety of Users, including under impact, and the general public in mind;
- To be adequately weather resistant and suitably robust for frequent, outdoor use across all of the Trial Area;
- With physical measures to prevent theft and vandalism;
- to ensure the stability of the rider on the carriageway and cycling facilities including under minor impacts of varied road surfaces; and
- to prevent the battery exploding, catching fire or leaking upon impact, or otherwise causing injury to riders or the public.

16.1.4. As for on-board technology, e-scooters used in the Trial must have the means of:

- reporting and tracking in near-real time the location of the e-scooter and recorded trip origin and destination;
- automatic (i.e. not within the remit of the rider) location-based speed restriction and deactivation to comply with areas set out in section 13. Deactivation capabilities must enable an Operator to safely, by remote means, immediately make an e-scooter unavailable to rent by in the event that it is reported as unsafe (see paragraph 17.1.3), but also where an Operator is notified that an e-scooter may have been used in criminal activity or have been involved in a collision or injury and is needed for investigative purposes;.
- enforcing location-based parking restrictions as set out in the designated places for parking determined by the relevant Participating Borough; and
- reporting the live status of the e-scooter, including battery charge levels and if any faults have been reported.

16.1.5. By unanimous agreement of all Participating Boroughs, TfL and London Councils, the default maximum speed limit across the Trial Area as a whole can be reduced from the maximum set out at paragraph 4.2.1(f), as can the maximum speed in Go-slow Zones, and Operators must ensure its e-scooters comply with any changed maximum speed limits.

16.1.6. Throughout the Trial, Operators will be encouraged to introduce enhanced e-scooter designs, hardware or technology to improve rider safety, experience and compliance with the aims of the Trial (e.g. enhanced battery life to increase the reliability of e-scooters as a genuine alternative mode of transport). Changes may need to be approved by DfT, Participating Boroughs or TfL prior to implementation, and Operators will need to notify Participating Boroughs and TfL of any changes adequately in advance to enable assessment of the proposed changes. For clarity, neither TfL, London Councils nor Participating Boroughs will cover the costs involved with introducing new e-scooter designs.

17. MAINTENANCE REQUIREMENTS

17.1.1. The Operator must ensure that all e-scooters (both individual parts and the e-scooter as a whole) made available to rent are maintained to ensure they are safe to operate, in good working order, are adequately charged and cleaned regularly.

17.1.2. Maintenance regimes must include:

- Regular and deep cleaning and disinfection of e-scooters, particularly in light of the risks presented by COVID-19, with additional processes in place for e-scooter touchpoints (e.g. handlebars, brake levers, etc.) to be cleaned at least once a day. Cleaning products in use for these purposes should be effective and must not cause a risk to riders or have adverse environmental impacts;
- Regular and pro-active e-scooter inspection for wear and tear, and stress-based damage that could lead to failure, consistent with or exceeding manufacturer’s maintenance recommendations, and associated record keeping which must be made available to TfL upon request; and
- A strategy and activities for maintaining and disposing of electric batteries.

17.1.3. E-scooters that are not operable or are unsafe for whatever reason must be made unavailable for rent immediately and removed from the public highway within the following timeframes:

| | | |
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| <p>If e-scooters are not operable or are unsafe. This includes inoperability due to insufficient battery power, communications failure, other systems and software failures, unhygienic cleanliness or vandalism and</p> | <p>Made unavailable to rent immediately and removed within 24 hours from the time notification received (by a Borough, TfL, the Police, Operator’s own systems or riders / non-riders) unless e-scooter is</p> | <p>Failure to remove the e-scooter within these timeframes may lead to its removal by TfL, the Borough or the Police. Where an e-scooter is removed</p> |
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| involvement in a collision or User injury. | also in contravention of another requirement with a shorter time period. E-scooters removed for this reason must be repaired before being returned into service. | by TfL, the Borough or Police, the Operator will be liable for the cost of removal and storage. |
| If the e-scooter presents a danger or an obstruction | Made unavailable to rent immediately, and removed within 2 hours from the time notification received (by a Borough, TfL, the Police, Operator's own systems or riders and non-riders) | |
| In extreme circumstances | Without notice, removal may be completed by Police, Boroughs or TfL. | |

18. ENVIRONMENTAL REQUIREMENTS

18.1.1. Operators must take reasonable steps to minimise the environmental impact of all aspects of their operations. This includes:

- Ensuring that e-scooters are designed, manufactured, maintained and disposed of (if necessary) in a manner which adheres to circular economy principles and ensures a low lifecycle environmental impact;
- Ensuring that e-scooters are maintained using processes that extend the durability and lifespan of the e-scooter and ensure the safe and legally compliant repurposing or disposal of batteries;
- Minimising waste generated in the course of delivering the service by implementing the waste hierarchy and circular economy principles;
- Ensuring that deployment and redistribution processes are conducted in as environmentally friendly manner as possible, with particular regard to the vehicle/methods used for redistribution and the time of day it is conducted at;
- Minimising energy consumption and using renewable sources for e-scooter recharging and other purposes where possible.

- 18.1.2. Any motor vehicles used for collection and distribution activities must, as a minimum, be ULEZ compliant and Operators are strongly encouraged to use zero emission or non-motor vehicle methods wherever possible.
- 18.1.3. Operators must ensure their e-scooters do not cause damage to, or pollution of, waterways or water courses including rivers, canals, lakes and pond, as well as other particularly environmentally sensitive sites. Serious environmental breaches may be considered a breach of contract, for which an Operator may lose its permission to operate in London.
- 18.1.4. Operators are encouraged to set out how they will fulfil the above requirements in an environmental management plan. Any such plan should be made available to TfL and Participating Boroughs, include identification of the key environmental risks associated with the provision of the services, any mitigation measures that will be used to remove or minimise any adverse impacts, and also how the Operator will report on environmental performance. Operators will also be encouraged to improve their environmental performance throughout the Trial.

19. MITIGATING HIGH RISK BEHAVIOURS

- 19.1.1. Operators must have strategies in place to minimise high-risk behaviours, including:
- Intoxicated riders (including both drugs and alcohol);
 - Use of mobile phones and other technology while riding;
 - Use on footways/pavements;
 - Use on high speed roads (50mph +) or other roads where there are additional risks (e.g. tunnels) where bicycles are prohibited;
 - Use at night and associated reductions in visibility;
 - Use by unauthorised including underage persons;
 - Use by more than 1 person;
 - Any other threats riders may face before, during or after a rental (e.g. risk of assault); and
 - For the prevention of theft and vandalism, and the use of the e-scooters in criminal activity.
- 19.1.2. An Operator will be expected to take action where they are aware (or have been made aware) of individuals that repeatedly exhibit these risky behaviours or use the e-scooters in a way that is dangerous or illegal. Operators must maintain a record of Users barred from its service

throughout the Trial, and this shall be made available to the Police if relevant to any investigation. Operators may also consider sharing their record of 'banned' Users with the other Operators undertaking the Trial for mutual benefit.

- 19.1.3. The Operator will take full responsibility for managing any issues of e-scooter theft, vandalism and recovery of abandoned e-scooters. As already noted, where e-scooters are moved and stored by the Police, TfL or a Borough, the costs of doing so shall be payable by the Operator.

20. ENGAGEMENT AND EDUCATION

20.1.1. The Operator must conduct education for Users and outreach for both Users and non-Users of the e-scooters, as well as with community and stakeholder organisations. This should be designed to have the maximum reach, including for those who would not come into contact with the Operator's app or digital channels and those whose first language may not be English. The intention of this education and outreach is to inform Users and non-Users alike about:

- the Trial;
- how they can use your e-scooters (including information on riding safely and promoting equitable access programmes); and
- how to access customer service, community feedback and complaints channels

20.1.2. The Operator will also be encouraged to share its wider experience of e-scooters with TfL, Boroughs and the Police throughout the Trial, and to engage with and support efforts to tackle the wider issues (e.g. use of e-scooters in criminal activity) related to e-scooters, both private and rented.

20.2. Training and safety information for Users

20.2.1. The Operator must make easily available within its app at all times, comprehensive and clear training to Users on how to ride e-scooters safely and considerately, with training mandatory for first time riders before they can start a ride. This information must be made available in a format that maximises understanding, including for those whose first language may not be English, and as a minimum should cover:

- which parts of the road e-scooters can be used on, with absolute clarity provided as to the prohibition of riding the e-scooters on footways (pavements);
- where e-scooters can and cannot be ridden, including the different types of areas relevant to Users (including No-go and Go-slow Zones) and the implications of entering each area. These areas, along with

designated parking areas, will need to be communicated clearly to Users on a map throughout the Trial;

- how to ride and operate the device safely, and in a considerate manner to other riders and road Users, for instance by including basic elements of the highway code (e.g. avoiding vehicle blind spots);
- the implications for road traffic offences (given these e-scooters are considered motor vehicles) including but not limited to rules concerning:
 - use of mobile phones and other electronic devices;
 - drink and drugs (intoxicated riding); and
 - that only one person is permitted on an e-scooter.
- where and how to safely park the e-scooters without causing obstruction, including elements of disability awareness training to ensure riders are aware of the possible implications of poorly parked e-scooters;
- any Trial, London or other local specific rules, for instance that Users cannot use the e-scooters on train platforms, and that non-folded e-scooters cannot be taken on TfL services; and
- any hygiene-related recommendations, in particular that Users are recommended to wash their hands thoroughly before and after use.

20.2.2. To ensure the safety of Users, the Operator must have systems in place to:

- verify riders, their age (16 years or older) and their driving licence validity to avoid use by unauthorised persons. Users must hold a minimum of a provisional driving licence to legally use the e-scooter. The Operator should consider 2 factor authentication or equal alternative means to prevent fraudulent misuse;
- confirm that first-time Users have understood the training information in advance of being able to start a ride, and that riders are periodically prompted to refresh themselves of rules, training and guidance;
- post visible, easily legible, clear safety information on each e-scooter. Safety information must include requirements to obey all relevant legislation and Trial rules; and
- recommend and promote the use by its Users of bicycle standard helmets and other personal protective equipment (PPE) relevant to this type of service. This promotion of helmets and PPE should include partnerships with local businesses or other relevant stakeholders in any way the Operator sees fit.

20.2.3. Operators should also consider:

- providing additional forms of training such as in-person training sessions, ensuring that any in-person training maintains COVID-19 related controls in line with government advice/requirements (e.g. social distancing);
- what additional steps they can take for first-time riders specifically to improve the safety of first-time trips, such as graduated speed limits;
- Encouraging riders to wear light-coloured or fluorescent clothing in daylight, poor light and in the dark; and
- Providing additional safety tips and advice. For example, this might include recommending, in areas where it's relevant, that e-scooters cross tram tracks at 90-degree angle to ensure the wheel cannot get caught in the track or advising riders to position the e-scooter in a way which avoids riding or waiting in the blind spot of any vehicle.

21. CONTACT DETAILS AND CUSTOMER SERVICE

21.1.1. The Operator must have at least one dedicated, named Trial manager for the Trial Area, and provide a named contact, with direct phone line and email for Participating Boroughs, TfL and the Police to contact for the following purposes:

- emergencies and e-scooter relocation (24-hour contact required); and
- non-urgent issues such as those relating to communications and press activity.

21.1.2. The Operator must provide customer service contact details, enabling Users and members of the public to, as a minimum, ask questions, make complaints, report damaged e-scooters or improper parking and request refunds. This customer service process and contact must:

- be available through a variety of channels (e.g. email, website, in-app, post);
- include a freephone telephone contact option staffed as a minimum at all times that e-scooters are being made available in the Trial Area by the Operator and for a short while after (i.e. if an Operator makes e-scooters available for 24 hours a day, then the line must be staffed at all times);
- ensure the complaints procedure is as simple and widely accessible as possible to all Londoners;
- be well publicised in the Trial Area;

- ensure appropriate action is taken in response to comments and complaints received from Users and non-Users alike; and
- be prominently written, with easily readable text size and visible placement on each e-scooter including but not limited to the freephone customer contact telephone number and website.

22. PRICING AND EQUITY ARRANGEMENTS

22.1.1. The Operator is free to set its own pricing for its service to Users. However, this pricing should include consideration of:

- providing an affordable service that is able to compete with other transport options in London, especially car trips; and
- novel pricing mechanisms such as per km (kilometre) as opposed to per minute charges, to encourage safer riding.

22.1.2. Throughout the Trial, all Operators must offer Low-income/equitable access customer plans to support the use of rental e-scooters by disadvantaged groups in London. The scope and scale of these plans shall form part of the Operator selection process and Operator's proposed equitable access plans shall be included in any contractual agreement. The Operator is prohibited from reducing the attractiveness or coverage of the proposed offer low-income/equitable access customer plans (although they can improve it) throughout the Trial.

22.1.3. Operators should also consider how they can support the inclusivity of their service in other ways, for instance by providing an alternative(s) to smartphone access, or cash or other non-bank account-based payment alternatives.

22.1.4. The process and locations for accessing Low income/equitable access customer plans, and other inclusive features if offered, must be clearly listed on websites, apps and other communication materials.

22.1.5. The Operator must ensure that its pricing structure is explained clearly to Users so that Users can easily understand how much any trip is likely to cost. This includes setting out clearly any financial penalties that could apply, for instance for parking outside of a designated area.

23. MARKETING, ADVERTISING AND SPONSORSHIP

23.1.1. The Operator must ensure that all user communications and user-facing apps, websites and other materials are accessible.

- 23.1.2. Although it is assumed that Operators will do their own marketing, TfL will develop a centralised and coordinated marketing and user communications campaign to target safe and sustainable use of the Trial. We anticipate the campaign to run for a duration of 4 weeks, supported by integrated comms (with London Councils, Participating Boroughs and stakeholders) and TfL owned channels (social media and CRM). This centralised campaign will focus on core safety messages for this Trial, and encourage the mode shift desired in London (i.e. from car travel).
- 23.1.3. This agreement shall not in any way give the Operator the rights to use TfL, Borough, London Councils, Police or any other party's logos or branding or refer to them in any way without their prior consent.
- 23.1.4. The Operator is free to seek sponsorship of its service during the Trial, subject to compliance with the TfL and GLA sponsorship policy, including the Operator not entering into agreements for sponsorship from the entities listed in paragraph 5.5 of that policy (see link: <http://content.tfl.gov.uk/gla-and-tfl-sponsorship-policy.pdf>)
- 23.1.5. The Operator is also prohibited from engaging in any form of marketing or sponsorship which would have an adverse effect on: TfL's and the Mayor's priority for the safe use of these e-scooters, sustainable use of Transport for London's public transport services, or on any borough, TfL, the Police, or other relevant stakeholder.
- 23.1.6. In the event that a Participating Borough, TfL, London Councils or the Police has concerns with any marketing or sponsorship material, these shall be brought to the attention of the Operator. If through discussion an agreement cannot be reached, then the Operator will be expected to remove the marketing or sponsorship material from public display within 24 hours of formal notification.
- 23.1.7. The Operator will need to outline the planned focus and timing of proposed sponsorship and marketing in its London Level Mobilisation plan and give TfL 48 hours' notice of any new marketing activity, or any sponsorship commencement.
- 23.1.8. Marketing and any sponsorship materials must comply with all legal requirements including the Equality Act 2010 and ASA industry standards. TfL will share its own best practice with Operators to encourage and support full accessibility for potential users across London.
- 23.1.9. In the event that the Operator wanted to invest in marketing on the TfL estate, then they would need to comply with TfL's advertising policy.
- 23.1.10. Operators should not communicate on behalf of TfL, London Councils, boroughs or the Police in any external events or media issues or reference TfL, London Councils, boroughs or Police in any press releases without prior consent from the respective organisations Press Office.

24. EVENTS, INCIDENTS AND EMERGENCIES

- 24.1.1. Operators must work with boroughs, TfL and the Police when emergencies, incidents or special events occur to prioritise the safety of Users and respond to local concerns. This includes responding to updated government guidance or new local restrictions, for instance the imposition of a local lockdown in response to any further waves of COVID-19.
- 24.1.2. This shall be done at the request from any Participating Borough, TfL, London Councils or the Police.
- 24.1.3. Operators are expected to proactively communicate with Users during events, incidents and emergencies.
- 24.1.4. As part of these requirements, the Operator may at very short notice be required to immediately relocate or remove any number of e-scooters, implement or otherwise vary No-go and Go-slow Zones, and/or remove parking areas among other things. Operators should seek to implement any emergency changes in as short a time as possible. E-scooters may also be moved by boroughs, TfL, Police or other relevant parties if required. All notice and 'grace' periods, as well as Minimum Vehicle Requirements and metrics, shall be suspended for any changes made under this section of this Specification. Any impacts on performance metrics that arise from responding to an event or emergency shall be fairly considered during any subsequent review.

24.2. Temporary Trial suspension

- 24.2.1. In addition to the emergency situations outlined above, which are expected to relate to a localised part of a borough, there may be instances where the Trial will need to be temporarily suspended at either the Trial Area (i.e. Pan-London) or individual borough level. This is most likely to result from National or Local Government action or guidance which would severely impact upon the Trial (e.g. a COVID-19 related local lockdown) but could also result from significant concerns related to safety (such as intolerable rider behaviour and associated consequences) or operational issues. A temporary Trial suspension may be a more appropriate form of action as opposed to a Participating Borough exiting the Trial or the Trial being cancelled, however suspensions should only be undertaken in extreme circumstances given the knock-on implications for Operators, Users and the Trial in general.
- 24.2.2. In the event of a temporary suspension, the Operator must designate the relevant Borough(s) or the Trial Area as a whole (whichever is relevant) as a No-go Zone in its entirety and remove any e-scooters which are present within the newly designated No-go Zone. These actions should be completed within 12 hours of formal notification of a suspension, or immediately from the time the suspension is to begin, whichever is later. Operators must clearly communicate to Users any suspension and its implications on the availability of their service.

- 24.2.3. Where individual Participating Boroughs wish to temporarily suspend the Trial in their borough, this should where feasible be done via a formal notification in writing to the Project Board and all Operators with at least 24 hours advance warning, although in extreme circumstances there may be no advance warning. Operators will be expected to continue operating in the remaining Participating Boroughs in line with this Specification, however changes to an Operator's Permitted Fleet Size and other elements of operations in the remaining boroughs may be imposed for the duration of the suspension.
- 24.2.4. Any pan-Trial Area suspension must be agreed by the Project Board, with a majority in favour of a pan-Trial Area suspension. Operators will be formally notified of any decision as soon as practically possible. In most instances it is expected that any suspension will apply to all Operators, however there may be instances where it is necessary to only suspend an individual Operator and permit the remaining Operators to continue with the Trial.

25. CESSATION OF OPERATION

- 25.1.1. In the event an Operator is unable to continue operating, they must provide Participating Boroughs and TfL written notice no less than 14 days in advance of ceasing operations. Upon ceasing operations, an Operator must ensure all e-scooters and any other equipment are removed from the Trial Area within the timeframes and in compliance with the processes outlined in section 7.8 (end of Trial processes).

26. THE CHARGES

- 26.1.1. Operators will each be charged a one off, upfront charge (Full-service and Ride-through Charges) as well as periodic (every Trial Period) charges (Per-vehicle Charges) as set out in this section. With validation from the Project Board, TfL will calculate all charges, invoice Operators, and all charges shall be paid into a central pot administered by TfL. TfL will then distribute the funds to Participating Boroughs, as per the processes and amounts agreed and set out in this section. Any issues with the calculated amounts should be raised at the earliest opportunity directly with TfL. These charges are intended for full or partial cost-recovery purposes only.
- 26.1.2. The charges in this section shall have no bearing on the ability of the Police, TfL or a borough to charge Operators where an obstruction to the highway has occurred or an e-scooter has been collected and stored by one of these parties, as outlined in this Specification.

26.2. Full-service Charges

- 26.2.1. Operators shall each pay an upfront charge per Full-service Borough, named a Full-service Charge. This shall initially be set at £5,000 per Operator per Full-service Borough, but to account for the fact that boroughs may join the Trial Area at a later date, the Full-service Charge amount shall be reduced by £250 for every Trial Period that has passed (up to and including Trial Period 6). The Full-service Borough joining the Trial will be eligible for 95% of this amount, and TfL will be eligible for 5%. See Appendix I for more detail on these charges.
- 26.2.2. As part of participating in the Trial and receiving payment, a Full-service Borough will in return provide sufficient parking capacity in whatever form they see fit (subject to provisions in section II) and fulfil its other obligations (e.g. identifying No-go Zones if any). For clarity, there will be no additional charge for Operators for the use of parking facilities, this is incorporated into the charges payable to Full-service Boroughs and TfL. The amount payable upfront shall be the same across all Full-service Boroughs joining at the start of a Trial Period. These charges are intended to support cost-recovery for trialling authorities to cover the costs of traffic order amendments, conversion of parking bays, any signage or infrastructure as well as staff time to manage the Trial.
- 26.2.3. In the event a Full-service Borough exits the Trial or changes its role to being a Ride-through Borough, the Borough shall not be required to pay back any of the Full-service Charge where engagement with the Trial in good faith has been demonstrated throughout and money has already been spent on Trial related activities.

26.3. Ride-through Charges

- 26.3.1. Operators shall each pay an upfront charge per Ride-through Borough, named a Ride-through Charge. This will be set at £2,500 per Operator per Ride-through Borough and shall remain static throughout the Trial. The Ride-through Borough joining the Trial will be eligible for 95% of this amount, and TfL will be eligible for 5%.
- 26.3.2. Where a Ride-through Borough later 'joins' the Trial as a Full-service Borough, they shall still be eligible for the Full-service Charge listed in section 26.2. This amount will however be adjusted to account for the amount already received (as per paragraph 26.3.1), meaning they will only be eligible for the corresponding Full-service Charge for that Trial Period, minus the amount already received. The percentage split between TfL and the joining Borough will remain unchanged.
- 26.3.3. As above, these charges are intended to support cost-recovery, and as part of receiving this payment Ride-through Boroughs will be expected, as a minimum, to have made all requisite traffic order changes in advance of e-scooters being used in their borough.
- 26.3.4. In the event a Ride-through Borough exits the Trial, the borough shall not be required to pay back any of the Ride-through Charge where engagement

with the Trial in good faith has been demonstrated throughout and money has already been spent on Trial-related activities.

26.4. Per-vehicle Charges

26.4.1. Operators will also each be charged an ongoing Per-vehicle Charge for each Trial Period covering the duration of the Trial. This shall be calculated using the average number of e-scooters made available by the Operator to rent throughout the preceding Trial Period across the Trial Area, multiplied by a tiered charge dependent on the number of e-scooters made available to rent by the Operator (as set out in Table 2 below).

Table 2: Tiered Per-vehicle Charge

| Average number of e-scooters made available over a Trial Period | Charge per vehicle for that tier |
|---|----------------------------------|
| 0 – 2200 | £5.50 per vehicle |
| 2201 – 4400 | £6.50 per vehicle |
| 4401 + | £7.50 per vehicle |

26.4.2. These charges shall be incrementally applied, meaning that the higher charges are only for e-scooters which are over and above the previous tiers allowance. For example, if an Operator were to have an average of 3000 e-scooters available for a Trial Period, that Operator would be expected to pay £17,300 ((2200 * £5.50) + (800 * £6.50)) for that Trial Period.

26.4.3. Of the total amount collected from Operators regarding the Per-vehicle Charges for that Trial Period:

- TfL shall be eligible for a flat amount of £1 per vehicle charged
- The remaining amount shall then be split between Full-service Boroughs, as follows:
 - 45% shall be distributed equally between all Full-service Boroughs for the relevant Trial Period; and
 - 55% shall be distributed between all Full-service Boroughs for the relevant Trial Period proportionately based on the number of trips which ended in each Full-service Borough. Trips ending on the TLRN or non-TfL/non-Participating Borough land within a Full-service Borough shall count towards that borough’s total.

26.4.4. As outlined in paragraph 26.1.1, and to support the efficiency of charges for Operators and Participating Boroughs TfL shall act as the administrator for all charges, and will calculate charges, collect charges from Operators and distribute funds to Participating Boroughs as outlined in this section. TfL will endeavour to complete this process as efficiently and transparently as possible and validate payments with the Project Board.

26.4.5. The nature of the Trial means that we are unable to guarantee the scale of the costs likely to be incurred by Operators.

26.4.6. For clarity, Ride-through Boroughs shall not be eligible to receive any of this ongoing Per-vehicle Charge and are only eligible for the Ride-through Charge outlined in section 26.3.

26.5. Timings for payments

26.5.1. Full-service and Ride-through Charges will be invoiced no more than four weeks prior to the agreed start date and will be due for payment 30 days following the date of invoice

26.5.2. Invoices for Operators' Per-vehicle Charges will be issued from the beginning of the first week following the end of each Trial Period (i.e. invoices for Trial Period 1 will be issued from the first week of Trial Period 2). These will be due for payment 30 days following the date of invoice.

26.5.3. Any charges related to e-scooters which have been collected and/or stored at TfL's, a Borough's or the Police's expense will be invoiced once collected and will be due for payment 30 days following the date of invoice.

26.5.4. The implications of Operators failing to make the requisite payments within these timescales are set out in the Administration Agreement.

26.6. Other considerations

26.6.1. No provision in this section shall give private (or other) landowners access to these funds. If funding is required Operator(s) are expected to set this out in their separate agreements with private (or other) landowners.

26.6.2. Operators must also ensure they pay all relevant taxes, fees and other costs associated with operating a business in the UK. For the avoidance of doubt TfL and the Boroughs shall have no responsibility or liability for any such taxes, fees or other costs.

27. GOVERNANCE

27.1.1. Operators must attend meetings and work collaboratively on agreed actions to ensure issues are addressed and process changes made to ensure the delivery of the Trial objectives.

27.1.2. There will be two tiers of decision making on this project allowing for the responsibilities at borough level and pan London level.

27.1.3. The Operator will have a single point of contact at each Participating Borough to discuss local issues in line with responsibilities set out in this Specification. These local issues relate to day to day operations as well as compliance with parking areas, No-go Zones, Go-slow Zones, Priority Areas and Key Zones.

- 27.1.4. The Operator will also have a single point of contact at TfL who will be responsible for the day-to-day management of the Trial, dealing with operational issues, performance and evaluation that affects the Trial Area, e.g. relating to vehicle standard, maintenance, environmental performance, User communications and education, pricing and equity arrangements and financial management. This key contact will organise and chair a Project Board which will include representation from London Councils and the Participating Boroughs and will liaise with Participating Boroughs and Operators as needed.
- 27.1.5. Operators will be required to report up to this Project Board, with meetings anticipated to be at least 4-weekly during the operational duration of the Trial and more frequent in the planning phases. Accountability for the Trial will ultimately rest with those represented on the Project Board, including the Director of Transport Innovation at TfL, and representation from London Councils and the Participating Boroughs.

28. DELIVERABLES / MILESTONES

- 28.1.1. The Operator shall mobilise and commence delivery of the Service for a coordinated launch day, with that date to be agreed with Operators ahead of Contract Award.
- 28.1.2. The entire Service shall be delivered within twelve (12) months from the date of first day of operation of a publicly available service.
- 28.1.3. The Operator will be required to submit detailed proposals and plans to be agreed with TfL, including those set out in Table 3 below. We welcome your comments on this outline and schedule, which has been based on a launch date of Spring 2021.

Table 3: Outline and schedule of deliverables

| Deliverable | Version | Date |
|---|---------|--|
| Contract Award | | Early 2021 |
| London Level Mobilisation plan - Final operational plan up to the end of Trial Period I demonstrating compliance with the contract, including dates for planned User communications and anticipated marketing activity. | | Within 2 weeks following Contract Award |
| Borough Level Plan | | When a new Participating Borough joins the trial as specified in |

| | | |
|--------------------------------|-------|--|
| | | schedule 6 of the Administration Agreement |
| Monitoring and evaluation plan | Draft | Within 2 weeks following Contract Award |
| | Final | Early 2021 |
| Exit plan | | Early 2021 |
| Final report | | 4 weeks after Trial finished |

29. SERVICE LEVEL AGREEMENTS

- 29.1.1. TfL expects a minimum viable e-scooter service to be fully functional for the launch dates agreed.
- 29.1.2. TfL, with representation from London Councils and Participating Boroughs, will agree service level agreements with the Operators ahead of the Trial. At a minimum this will include the minimum number of e-scooters in any Full-service Borough (see section 9.2); the regularity and real time availability (where appropriate) of the critical metrics/ key performance indicators (see section 14) that are required as part of the Permitted Fleet Size Review process, and performance of the API and two way data sharing with the Data Platform.
- 29.1.3. The precise nature of any service level agreements and their reporting frequencies will be subject to agreement within 7 days of the Administration Agreement Commencement Date, with the possibility for review during the course of the Trial.

APPENDICES**APPENDIX I: Full-service charges**

| Trial Period Full-service Borough joins Trial | Total amount payable per Operator per Full-service Borough (£) |
|---|--|
| 1 | 5000 |
| 2 | 4750 |
| 3 | 4500 |
| 4 | 4250 |
| 5 | 4000 |
| 6 | 3750 |