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.
- I4.3.5. 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 and TfL, with any contraventions that can't be resolved escalated to Operational 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 1: 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-	For each unique e-scooter ID		
scooter*			

E-scooter status (available for	Lising unique a scentar ID and time & date stamp	
hire/on-hire/out of service) *	Using unique e-scooter ID and time & date stamp	
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 (incl		
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			
THEIC	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			
Traintenance	inspection, using unique e-scooter ID.			
Environmental and sustainability related metrics				
Source of energy	Used to re-charge e-scooters			
Scooters removed from	Unique ID, reason and location			
circulation*				
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	Type of course and number of Users completing			
completed*	course			
Users required to do additional	Type of course and number of Users completing			
training	course and reason for offering the course			
Details of outreach and marketing	When, where, activity conducted and number of			
activity *	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

- I5.I.I. 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.
- IS.I.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.
- I5.I.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

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

to be easily identifiable as a rental e-scooter. These numbers should link e-scooters to data collected;

- 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 (in line with DfT standards referenced in section 4.2.1) 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 I3. Deactivation capabilities must enable an Operator to safely, by remote means, immediately make an e-scooter unavailable to rent in the event that it is reported as unsafe (see paragraph I7.I.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. The maximum speed limit across the Trial Area will be 12.5mph (other than in No-go and Go-slow zones where alternative restrictions apply). TfL, following consultation with the Operational Board, may at any point alter the maximum speed limit across the Trial Area (outside of No-go and Go-slow zones where other restrictions apply) and/or the maximum speed limit 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-I9, 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:

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 involvement in a collision or User injury.	also in contravention of another requirement with a shorter time period. E-scooters removed for this	Failure to remove the e-scooter within these timeframes may lead to its removal by TfL, the Borough or the Police. Where an escooter is removed 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 complaint 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 escooter 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 I 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 escooters 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 escooter theft, vandalism and recovery of abandoned escooters. As already noted, where escooters 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 escooters 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 escooters in criminal activity) related to escooters, both private and rented.

20.2. Training and safety information for Users

20.2.I. 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:
 - o use of mobile phones and other electronic devices;
 - o drink and drugs (intoxicated riding); and
 - o 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 escooters 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-I9 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.I.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.I.I. 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.I.I. 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.I. 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.