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- 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);

TfL RESTRICTED

- 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

TfL RESTRICTED

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.

TfL RESTRICTED

- 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.

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- 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 Operational 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 TfL following consultation with the Operational Board. 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 Operational 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.

TfL RESTRICTED

- 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

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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

TfL RESTRICTED

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 Operational 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. Operators should refer to the Administration Agreement for timescales relating to the payment of Full-service and Ride-through Charges.

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.

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- 27.I.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.I.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 an Operational Board which will include representation from London Councils and the Participating Boroughs and will liaise with Participating Boroughs and Operators as needed.
- 27.I.5. Operators will be required to report up to this Operational 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 the respective decision makers amongst parties represented on the Operational Board, including TfL, London Councils and the Participating Boroughs.

28. DELIVERABLES / MILESTONES

- 28.I.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.I.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.I.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

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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.

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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

SCHEDULE 4 – FORM OF FULL SERVICE REQUEST

To: [Operator] (the “**Operator**”)

Address: [Operator Address]

From: [Full-service Borough] (the “**Full-service Borough**”)

Address: [Full-service Borough Address]

Date:

Provision of a trial e-scooter rental service (the “Service”)

This Full-service Request uses the defined terms set out in the Administration Agreement dated [date].

By virtue of an agreement dated [date] (the “**Participation Agreement**”) made between (1) the Administrator and (2) the Full-service Borough, the Full-service Borough is a “Participating Authority” as defined in the Administration Agreement.

The Full-service Borough hereby notifies the Operator that with effect from [date *NB must be TP Day 1 of a Trial Period*], (the “**Contract Start Date**”), it requires provision of the Service in accordance with the terms and conditions attached to this Full-service Request. The Minimum Vehicle Requirement as at the Contract Start Date (and during the first Trial Period in which the Service is provided) shall be [20] Vehicles.

Please find the Full-service Contract Terms and Conditions attached to this Full-service Request. Any queries regarding this Full-service Request must be directed to the Full-service Borough's Contract Co-ordinator named below in the first instance.

Contact details for [Borough name]'s Contract Co-ordinator are:

Name: [Full-service Borough Contract Co-ordinator]

e- mail address: [Contract Co-ordinator Address]

Postal address:

Telephone:

The Operator must sign and return both signature pages to this Full-service Request no later than []. Please e-mail signed and dated signature pages in pdf format and also send the paper versions to:

Name: [Administrator Team]

e- mail address: [Administrator Team Address]


Telephone:

Attachments: Full-service Contract Terms and Conditions ([n] pages).

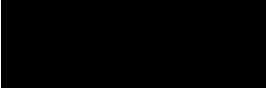
[DN: On receipt of the signed and dated signature pages from the Operator, the Administrator will arrange for signing and dating by the Full-service Borough. One copy of the completed signature page will be returned to the Operator.]

Signature Page

THE PARTIES BELOW HEREBY ACKNOWLEDGE AND AGREE that they wish to enter into a Full-service Contract on the terms and conditions attached to this Full-service Request.

Signed by) 
for and on behalf of) TIER Operations Limited
the **Operator**)

Print name and position



Director

4/8/2021


Signed by)
for and on behalf of)
the **Full-service Borough**)

Print name and position

Date:

Signature Page (Counterpart)

THE PARTIES BELOW HEREBY ACKNOWLEDGE AND AGREE that they wish to enter into a Full-service Contract on the terms and conditions attached to this Full-service Request.

Signed by) 
for and on behalf of) TIER Operations Limited
the **Operator**)

Print name and position

 Director

Date: 

Signed by)
for and on behalf of)
the **Full-service Borough**)

Print name and position

Date:

Attachment 1 – Full-service Contract Terms and Conditions

1 Contract Formation

- 1.1 This Operator Contract is formed between the Full-service Borough and the Operator named in the Full-service Request to which these Terms and Conditions are attached, and is effective from the date of the latest signature on the signature pages of that Request (the “**Operator Contract Effective Date**”).
- 1.2 This Operator Contract is made pursuant to:
 - 1.2.1 Clause 5 of the Administration Agreement of [date] between (1) Transport for London as Administrator of a trial of e-scooter rental services (the “**Trial**”) and (2) the Operator a provider of the Service on a trial basis; and
 - 1.2.2 Clause 4 of a Participation Agreement of [date] between (1) [TfL] as Administrator of the Trial and (2) the Full-service Borough as a recipient of e-scooter services on a trial basis.
- 1.3 This Operator Contract incorporates the terms and conditions of the Administration Agreement to the fullest extent applicable such that references to a “**Participating Borough**” shall mean the Full-service Borough, and for the avoidance of doubt references in Clauses 22, 36, 37, 39, 41, 42 and 43 to the “**Administrator**”, a “**Party**”, or “**Parties**” shall be read as references to a Participating Borough as applicable, and references to the “**Agreement**” shall be read as a reference to this Operator Contract.
- 1.4 In this Operator Contract the words and expressions defined in the Administration Agreement shall, except where the context requires otherwise, have the meanings given in the Administration Agreement.
- 1.5 In this Operator Contract:
 - 1.5.1 references to Schedules are, unless otherwise provided, references to schedules of this Operator Contract; and
 - 1.5.2 references to the “**Parties**” are to the Full-service Borough and the Operator (each a “**Party**”) unless otherwise provided.

2 Operator Contract Term, Service Commencement

- 2.1 This Operator Contract commences on the Operator Contract Effective Date and continues in force until and including the Trial End Date unless terminated earlier in accordance with its terms or the terms of the Administration Agreement.
- 2.2 The Operator shall make all reasonable efforts to carry out its obligations under the London Level Mobilisation Plan and the Borough Level Plan by the Contract Start Date. In the event that the Borough Level Plan is not

completed by 00:01 of TP Day 8 of the relevant Trial Period, the Contract Start Date shall be amended such that the Service starts on TP Day 1 of the next Trial Period (the “**Revised Start Date**”). If the Operator fails to provide the Service from the Revised Start Date, provided always that the failure is not as a result of a failure or delay on the part of the Full-service Borough, the Full-service Borough shall have the right to terminate this Operator Contract for material breach.

- 2.3 The Operator shall provide the Service with effect from the Contract Start Date up to and including the Trial End Date or (if earlier) the date upon which this Operator Contract is terminated in accordance with its terms or the terms of the Administration Contract.
- 2.4 The Full-service Borough shall have the right at any point during the term of this Operator Contract to introduce, amend or otherwise vary the Geographic Requirements.
- 2.5 If so required by the Full-service Borough, the Operator shall enter into a Borough Licence, provided always the Full-service Borough shall not require any consideration for the grant of such Borough Licence and use a Licence in the same form for each Operator. Failure by the Operator to enter into such Borough Licence shall entitle the Full-service Borough to terminate this Operator Contract for material breach.

3 Warranties and Obligations

- 3.1 Without prejudice to any other warranties expressed elsewhere in this Operator Contract or implied by law, the Operator warrants, represents and undertakes that this Operator Contract is executed by a duly authorised representative of the Operator.

4 Management of this Operator Contract

- 4.1 The Full-service Borough authorises the Contract Co-ordinator to act as its representative for all purposes of this Operator Contract and the Operator shall deal with the Contract Co-ordinator (or his or her nominated representative) in respect of all matters arising under this Operator Contract, unless notified otherwise.
- 4.2 The Full-service Borough's Contract Co-ordinator in respect of this Operator Contract is named in the Full-service Request and the Operator's Key Personnel in respect of this Operator Contract are named in the Borough Level Plan.
- 4.3 No act of or omission by or approval from either the Full-service Borough, or the Contract Co-ordinator in performing any of their respective duties under or in connection with this Operator Contract shall in any way operate to relieve the Operator of any its duties, responsibilities, obligations or liabilities under this Operator Contract.

- 4.4 The Operator shall not be liable for any failure to provide the Service in accordance with this Operator Contract to the extent that such failure is caused by a breach by either the Administrator of its obligations under the Administration Agreement or the Full-service Borough of its obligations under this Operator Contract.
- 4.5 Notwithstanding any rights that the Full-service Borough has under this Operator Contract, in the event that the Operator has committed a breach of this Operator Contract, the Full-service Borough shall have the right to require the Operator to prepare a Remedial Action Plan within three (3) days of being notified of such requirement by the Contract Co-ordinator. Such Plan is subject to the Contract Co-ordinator's approval and is to set out the actions required to remedy the failure or breach as applicable, together with the Party responsible for the completion of such actions, and the date by which such actions must be completed.
- 4.6 In the event that the Parties, acting reasonably, cannot agree a Remedial Action Plan, or the Operator fails to prepare a Remedial Action Plan, the Full-service Borough shall have the right to terminate this Operator Contract for material breach.
- 4.7 The Parties shall implement any agreed Remedial Action Plan in accordance with its timescales, and shall make reasonable efforts to adhere to any improvements resulting from the Remedial Action Plan until and including the Trial End Date unless this Operator Contract is terminated earlier in accordance with its terms or the terms of the Administration Agreement.

5 Operator Personnel

- 5.1 The Parties agree that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) do not apply on the Operator Contract Effective Date or on the expiry or termination of this Operator Contract.
- 5.2 Nothing in this Operator Contract will render the Operator Personnel an employee, agent or partner of the Full-service Borough by virtue of the provision of the Service by the Operator and the Operator shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Operator Personnel.
- 5.3 The Operator shall provide the Operator Personnel as necessary for the proper and timely performance and management of the Service.
- 5.4 The Full-service Borough shall:
 - 5.4.1 provide such co-operation in connection with the timely progression of issues and provision of information as the Operator may reasonably require to enable the Operator to meet its obligations under the Administration Agreement and any

Operator Contract at all reasonable times in accordance with the provisions of the Specification and the other provisions of this Operator Contract;

- 5.4.2 use its reasonable endeavours to facilitate communications between the Operator and relevant stakeholders including the other Participating Boroughs where such communications are necessary in order for the Operator to be able to perform its obligations under this Operator Contract.
- 5.5 Without prejudice to any of the Full-service Borough's other rights, powers or remedies, the Full-service Borough may (without liability to the Operator) deny access to such Operator Personnel to any premises of the Full-service Borough and/or require that any Operator Personnel be immediately removed from performing the Service if such Operator Personnel in the Full-service Borough's view have not been properly trained in any way required by the Operator Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Full-service Borough shall notify the Operator of such denial and/or requirement in writing and the Operator shall comply with such notice and provide a suitable replacement (with the Contract Co-ordinator's prior consent in the case of Key Personnel).
- 5.6 The Operator shall give the Full-service Borough, if so requested, full particulars of all persons who are or may be at any time employed on the Operator Contract and shall take all reasonable steps to avoid changes to any of its staff designated as Key Personnel. The Operator shall give the Full-service Borough reasonable notice of any proposals to change Key Personnel and Clause 5.2 shall apply to the proposed replacement Operator Personnel.
- 5.7 The Operator shall indemnify, keep indemnified and hold harmless the Full-service Borough from and against all Losses which the Full-service Borough incurs or suffers in relation to the Operator Personnel or any person who may allege to be the same (whenever such Losses may arise).

6 Risk in Operator Equipment

- 6.1 Risk in all Operator Equipment and the Materials shall be with the Operator at all times regardless of whether or not the Operator's Equipment and Materials are located at the Full-service Borough's Premises.

7 Indemnity

- 7.1 Subject to Clause 7.2, the Operator is responsible for and shall indemnify, keep indemnified and hold harmless the Full-service Borough (the "**Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any direct or indirect breach or any negligent performance of either this Operator Contract or the

Administration Agreement by the Operator (or any of its employees, agents or sub-contractors) (including in each case any non-performance or delay in performance of this Operator Contract or the Administration Agreement) or of any breach of statutory duty, misrepresentation or misstatement by the Operator (or any of its employees, agents or sub-contractors).

- 7.2 The Operator is not responsible for, and shall not indemnify the Full-service Borough for, any Losses to the extent that such Losses are caused by any breach or negligent performance by the Full-service Borough of any of its obligations under this Operator Contract.

8 Assignment and Third Party Rights

- 8.1 Except as permitted by clause 13 of the Administration Agreement, the Operator shall not assign or sub-contract all or any part of the Service.
- 8.2 The Parties do not intend that any of the terms of this Operator Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

9 Termination of Participation Agreement

- 9.1 Without prejudice to any right to terminate this Operator Contract at common law, or pursuant to the terms of the Administration Contract incorporated by reference pursuant to Clause 1.3 above, this Operator Contract shall terminate automatically where the Participation Agreement is cancelled or terminated.

10 Counterparts

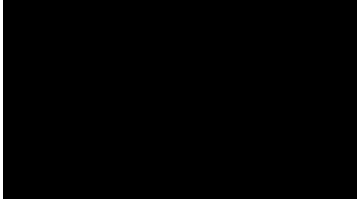
- 10.1 This Operator Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement. This Operator Contract may be executed by electronic signature and provision of electronic copies of the same and the Parties agree that use of an electronic signature is as conclusive of their intention to be bound by this Operator Contract as if signed by each Party's manuscript signature.

SCHEDULE 5 – SERVICE RESPONSE TO ITT

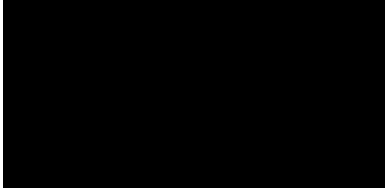
Relevant Stage 1: Eligibility and Capability Assessment (ECA) Submission Response

Relevant ECA Policy Submissions

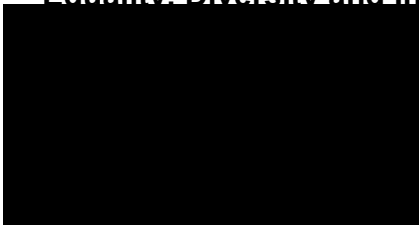
Environmental Policy



Health and Safety Policy



Equality, Diversity and Inclusion (ED&I) Policy



Stage 2: Qualitative Evaluation (QE) Submission Response

[REDACTED]

a request from the Administrator to do so, and with the prior written approval of the Administrator.

In relation to the maximum speed, the parties agree that the maximum speed limit across the Trial Area will be 12.5mph at the start of the trial (other than in No-go and Go-slow zones where alternative restrictions apply). This may be altered at a later date following a request from the Administrator to do so, and with the prior written approval of the Administrator.

Annex A – Copy Administrative Order



Department for Transport

Director of Transport Innovation
Transport for London
Palestra
197 Blackfriars Road
London
SE1 8NJ

cy, Northern Europe
TIER Operations Limited
C/O Wework
145 City Road
London
England
EC1V 1AZ
Reg No. 12640257

Department for Transport
Great Minster House
33 Horseferry Road
London
SW1P 4DR

Web Site: www.dft.gov.uk

31 March 2021

Dear ,

I refer to an application to operate on roads as part of a trial vehicles that do not comply in all aspects with the Road Vehicles (Construction and Use) Regulations 1986 (S.I. 1986/1078) (as amended) or with the provisions in the lighting regulations (Road Vehicle Lighting Regulations 1989 (S.I. 1989/1796) (as amended)).

I have pleasure in enclosing for your files Vehicle Special Order , which will cover movements of the vehicles as part of a trial in the area specified in the Order. Please check and make sure that the details of your Order are correct and that you understand the conditions attached to it. If any changes occur that will affect your Order, these must be notified to me as soon as possible.

The trial has been assessed against a range of published DfT requirements and policy objectives and we expect that these will be met consistently throughout the trial period. This includes the expectation that the Data Processing Agreement and the associated Schedule will be adhered to, and that Operators will take reasonable measures to facilitate and encourage a high response rate to the Department's survey of user demographic data. Should these expectations not be met, the Department could take this into account in deciding whether to revoke the Vehicle Special Order.

I wish to draw your attention to the expiry date of your Order, which is 30 November 2021.

As you are aware, you must ensure that the vehicles being operated as part of the London E-scooter Trial are kept in a fit, serviceable and roadworthy condition at all times. You should also be aware that, if the vehicles being operated as part of the London E-scooter Trial fail to comply in any way with the conditions in your Order, your Vehicle Special Order may become invalid and could be revoked.



Order Number: [REDACTED]

ROAD TRAFFIC ACT 1988

London E-scooter Trial Order 2021

ORDER OF THE SECRETARY OF STATE UNDER SECTION 44 AND SECTION 63

The Secretary of State, in exercise of his powers under section 44 of the Road Traffic Act 1988, authorises the use on roads of the vehicles of TIER Operations Limited described in the attached Schedule notwithstanding that they do not meet all provisions of the **Road Vehicles (Construction and Use) Regulations 1986 (S.I. 1986/1078) (as amended)** and are exempted from all the provisions in the lighting regulations (**Road Vehicle Lighting Regulations 1989 (S.I. 1989/1796) (as amended)**).

The Secretary of State, in exercise of his powers under section 63(5) of the Road Traffic Act 1988, authorises the use on roads of the vehicles of TIER Operations Limited described in the attached Schedule, and exempts them from all the provisions in **The Motor Cycles etc. (Single Vehicle Approval) Regulations 2003 (S.I. 2003/1959) (as amended)**.

Citation, commencement and expiry

1. This Order may be cited as the London E-scooter Trial Order 2021,
2. This Order comes into force on 31 March 2021 and will cease to have effect on 30 November 2021.

Application

3. This authorisation shall only apply if:
 - (a) The vehicles to which this order applies are being used as part of a trial in the London within the geographical boundaries of the Greater London Authority area between 31 March 2021 and 30 November 2021,
 - (b) The vehicles are being operated by or on behalf of "TIER Operations Limited",
 - (c) The vehicles are operated by a single user at all times,
 - (d) The vehicles are of model type(s) listed in the Schedule to this Order,
 - (e) The vehicles are limited in number to 6600 vehicles.
4. The vehicles shall comply with:
 - (a) The motor cycle provisions of the Road Vehicles (Construction and Use) Regulations 1986 (as amended) contained within the following Regulations: 29, 100, 109, 110, and,
 - (b) The below conditions as stated.

CONDITIONS APPLYING TO CONSTRUCTION AND USE AT ALL TIMES

Order Number: [REDACTED]

5. Testing and inspection

- (a) TIER Operations Limited shall be obliged to submit sample vehicle(s), for which the order is granted, for testing and inspection upon request by the Department at any time during the trial period.

6. General safety

- (a) All aspects of the design and construction of the vehicle which are not covered by other items shall be such that no danger is caused or likely to be caused to any person using the vehicle or other road users.

7. Anti-tampering

- (a) Measures shall be taken to prevent tampering of controls, maximum speed and power.

8. Audible warning

- (a) Each vehicle shall be fitted with a bell or horn suitable for giving audible warning of the approach or position of the vehicle.

9. Braking

- (a) Each vehicle shall have two independent braking systems each of which is capable of bringing the vehicle safely to a halt. Combined braking systems are allowed provided a failure in one system does not affect the performance of the other and each system must meet the given brake performance requirements below.
- (b) At least one brake must be hand operated.
- (c) If a kinetic energy recovery system is counted as one braking system, then the second braking system shall be a friction brake.
- (d) The braking systems shall meet the following requirements on a dry and level surface and when fully laden:
 - i. When all braking systems are used in combination, a minimum deceleration rate of 3.5 m/s^2 , or max stopping distance $\leq 7\text{m}$ from a speed of 15.5 mph.
 - ii. Each braking system shall independently be able to achieve a minimum deceleration 1.5 m/s^2 , or max stopping distance $\leq 15\text{m}$ from a speed of 15.5 mph.
- (e) If a mudguard brake is used, the following conditions shall be met:

Order Number: [REDACTED]

- i. It shall be constructed of materials which limit wear of wheel and mudguard.
 - ii. It shall be possible to actuate the foot brake over its full travel without interference.
 - iii. Mudguard brake shall have a non-slip surface.
- (f) The braking force shall be progressive and graduated.
- (g) Where the e-scooter is fitted with brakes which are intended to be hand operated:
 - i. The brake lever intended to be operated by the right hand must operate the front brake;
 - ii. The brake lever intended to be operated by the left hand must operate the rear brake;
- (h) A single lever operating both braking systems shall be permitted to be operated by either hand.
- (i) Means to operate brakes must be exclusive for braking.
- (j) Every part of every braking system and the means of operation shall be maintained in good and efficient working order and be properly adjusted.

10. Mass and dimensions of e-scooters

- (a) Minimum payload capacity: 100 kg.
- (b) Maximum mass without rider: 55 kg.
- (c) Maximum length: 1.5 metres.
- (d) Maximum width: 0.7 metres.
- (e) Maximum height: 1.5 metres.

11. Electrical safety

- (a) The vehicle and its components of the electrical system including the battery, shall be so designed, constructed and fitted as to minimise and protect against the risk of electrolyte leakage, fire, explosion, electric shock and to ensure electromagnetic compatibility.

12. Lighting and reflectors

- (a) Obligatory lamps
 - i. The vehicle shall be fitted with a front position lamp meeting the following requirements:

Order Number: [REDACTED]

Colour: white; Visibility: easily visible for other road users from a reasonable distance, but not to dazzle the oncoming road users.

- ii. The vehicle shall be fitted with a rear position lamp meeting the following requirements:

Colour: red; Alignment: at or near the rear; Visibility: easily visible for other road users from a reasonable distance, but not to dazzle the oncoming road users.

- iii. Flashing lamps are permitted with a flashing frequency of 1-4 Hz (60-240 times per minute)

(b) Optional lamps

- i. The vehicle may be fitted with direction indicators. If fitted, the colour of the direction indicators shall be amber.
- ii. The vehicle may be fitted with a stop lamp. If fitted, the stop lamp shall meet the following requirements:
Colour: red; Alignment: to the rear

(c) Obligatory retro reflectors

- i. The vehicle shall be fitted with a red reflector to the rear;
- ii. The vehicle shall be fitted with reflectors which are capable of reflecting light to each side of the vehicle and shall be of colour either amber or white;
- iii. Reflective materials (e.g. reflective tapes) shall be allowed.

(d) Optional retro reflectors

- i. The vehicle may be fitted with a reflector to the front. If fitted, the colour of the reflector shall be white;
- ii. Reflective materials (e.g. reflective tapes) shall be allowed.

(d) Use

- i. No person shall use/cause/permit to be used, on a road any light to cause undue dazzle or discomfort to other persons using the road.
- ii. Obligatory lamps are required to be kept lit and unobscured when the vehicle is: used between sunset and sunrise, or in seriously reduced visibility between sunrise and sunset; allowed to remain at rest on a road between sunset and sunrise.
- iii. Lamps and reflectors must be clean and maintained in good working order.

13. Manufacturer's label

- (a) A tamper-resistant, weather-proof label, shall be firmly affixed, legible and located in a conspicuous place displaying: Manufacturer's name, Model identifier, unique identification number, maximum payload, maximum speed, maximum continuous rated power.

- (b) The unique identification number may be located on a separate label positioned elsewhere on the vehicle.

Order Number: [REDACTED]

(c) If removed, a new label shall be put in its place.

14. Stands

(a) The vehicle must be fitted with a stand which can support the e-scooter when left unattended. In addition, stand once retracted, shall remain in the retracted position whilst driving so as not to disturb the vehicle whilst in motion.

15. Towing

(a) Towing is prohibited.

(b) The use of side-cars is prohibited.

16. Tyres

(a) Tyres may be of either pneumatic or non-pneumatic construction.

(b) The tyre shall be suitable having regard to the use to which the e-scooter is being put.

(c) Any pneumatic tyre shall be so inflated as to make it fit for the use to which the vehicle is being put.

(d) The tyre shall be maintained in such condition as to be fit for the use to which the vehicle is being put and shall not have any defect which might in any way cause damage to the surface of the road or damage to the rider or to other persons using the road.

17. Stability

(a) The vehicle shall be so designed and constructed as to pass the stability tests outlined in Appendix 1 to this order.

Signed by the authority of the Secretary of State on 31 March 2021.

[REDACTED]

SCHEDULE

Item	Model Name	Model Number	Number of vehicles
1.	OKAI	ES400B	6600

Order Number: XXXXXXXXXX

Appendix 1 (Stability test)

In the following stability tests, the vehicle is to be operated on the carriageway elements at 20 km/h (or at the maximum design speed if this is lower), and at a speed of 8 ± 2 km/h. In addition, the carriageway elements in tests 1 and 2 (in both cases only on the up ramp) and 4 (where the front wheel in the direction of travel is in direct contact with the up ramp/kerb) are in both cases to be approached from a standstill.

In each test, the vehicle must be ridden over the complete carriageway elements and the rider must be able to control it at all times. The direction of travel in which the rider wishes to head must be retained, with a maximum deviation between the target and actual trajectory of 20 degrees being permissible.

Test conditions

The tests are to be performed on a dry, level, non-slip concrete or asphalt surface. The longitudinal gradient of the test track shall not exceed 1% and its transverse gradient shall not exceed 3%.

The ambient temperature must be between 0°C and 45°C and wind conditions shall be such that they do not affect the testing.

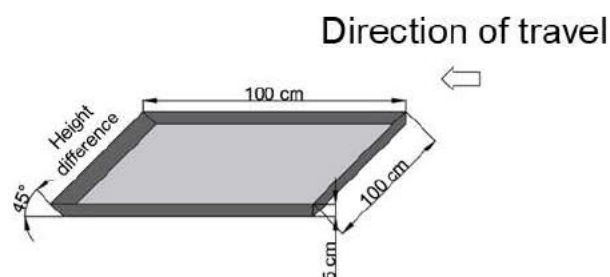
The battery state of charge shall be at least 75%

In the case of pneumatic tyres, the pressure shall be set in accordance with manufacturer's instructions.

The mass of the vehicle shall be equivalent to its 'ready-to-ride' state and the tests are to be performed with a rider of mass between 70 kg and 100 kg.

Test 1 - Depression

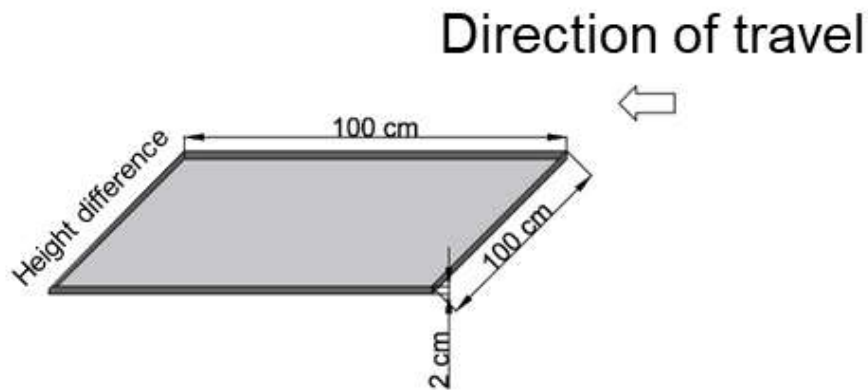
Structure of the carriageway element: a depression in relation to the riding level measuring at least 100cm x 100cm x 5cm (L x W x H) with vertical walls and an exit ramp at an angle of 45 degrees (see picture below).



The vehicle to be tested is to be ridden through the depression in a straight line over the kerb towards the ramp parallel to the direction of travel shown.

Order Number: XXXXXXXXXX**Test 2 – Up and down ramps**

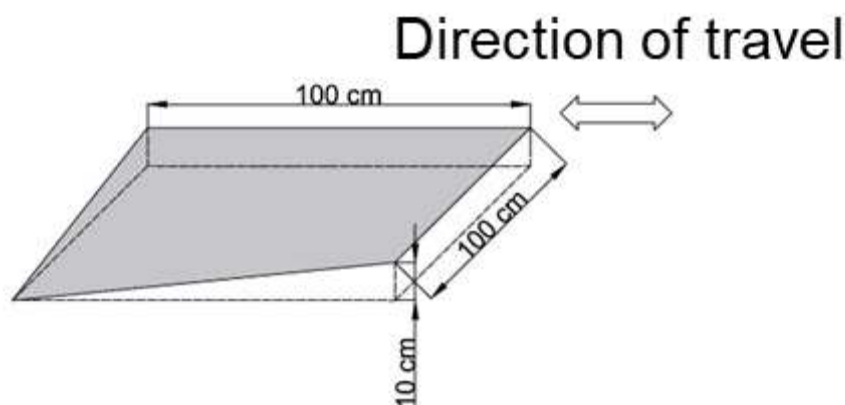
Structure of the carriageway element: a down and up ramp with a height difference of 2cm in relation to the riding level (size 100 cm x 100 cm) (see picture below).



The vehicle to be tested is to be ridden through the depression in a straight line over the kerb towards the up ramp parallel to the direction of travel shown.

Test 3 - Drop on one side

Structure of the carriageway element: a stretch on which the riding level, over a length of 100 cm, drops by 10 cm on the left-hand side in the direction of travel or rises by 10 cm on the right-hand in the direction of travel (drop or rise on one side) (see picture below).

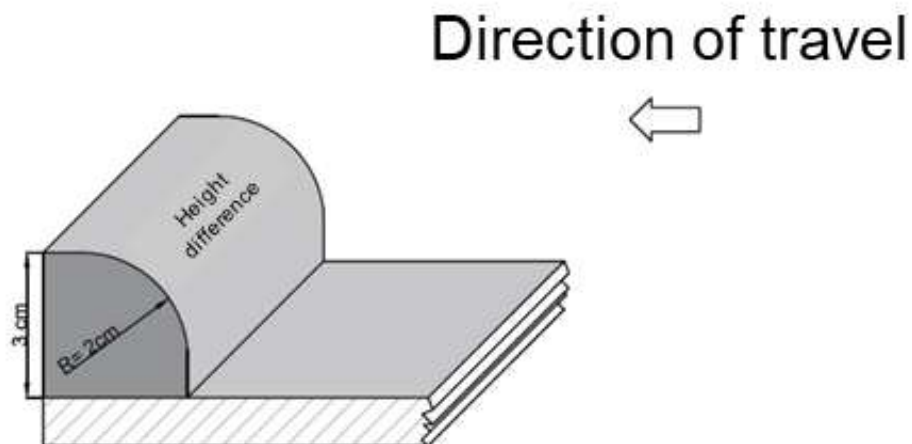


The vehicle to be tested is to be ridden up and down on the stretch with a drop on one side parallel to the direction of travel shown. The vehicle must not be ridden over the edge of the carriageway element with a height of 10 cm.

Order Number: [REDACTED]

Test 4 – Kerb

Structure of the carriageway element: a kerb with a profile as shown in the figure below, and a height difference between the carriageway level and the upper edge of the kerb of 3 cm.



The vehicle to be tested is be ridden up over the kerb at an angle of 90 degrees and an angle of 45 degrees.

SCHEDULE 6 – MOBILISATION

1. The purpose of the mobilisation period is to ensure that the Operator is in a position to provide the Service to all those potential Full-service Boroughs listed in Schedule 2 should they all decide to require the Service from TP Day 1, Trial Period 1.
2. The Operator shall implement its London Level Mobilisation Plan in accordance with the timescales set out therein.
3. On receipt of a Full-service Request, the Operator shall produce a Borough Level Plan for implementing the Service in the relevant Borough and shall submit such Borough Level Plan within six (6) days of receipt of the Full-service Request to the relevant Full-service Borough's Contract Co-ordinator as set out in the Full-service Request.
4. Any delay in implementing the London Level Mobilisation Plan that is not the result of a delay by the Administrator and/or a Full-service Borough shall be treated as a material breach of this Agreement.
5. Any delay in implementing a Borough Level Plan shall be dealt with in accordance with the provisions of Clause 2.2 of the relevant Operator Contract.
6. While the Operator does not need to implement a Borough Level Plan for a Ride-through Borough, it must ensure that all relevant Operator Personnel and Users are aware of the Geographic Requirements that apply to use of Vehicles in each Ride-through Borough.

SCHEDULE 7 – EXIT PLAN

[Operator's Exit Plan to be approved by the Administrator, to include provisions to ensure that e-scooters are removed from both Full-service and Ride-through Boroughs on termination of the relevant Operator Contracts.]

SCHEDULE 8 – BUSINESS CONTINUITY PLAN



SCHEDULE 9 – FORM OF RIDE-THROUGH CONTRACT REQUEST

To: [Operator] (the “**Operator**”)

Address: [Operator Address]

From: [Ride-through Borough] (the “**Ride-through Borough**”)

Address: [Ride-through Borough Address]

Date:

Permission for a trial e-scooter rental service (the “Service”) to ride through

This Ride-through Request uses the defined terms set out in the Administration Agreement dated [date].

By virtue of an agreement dated [] (the “**Participation Agreement**”) made between (1) the Administrator; and (2) the Ride-through Borough, the Ride-through Borough is a “Participating Authority” as defined in the Administration Agreement.

The Ride-through Borough hereby notifies the Operator that with effect from [date *NB must be TP Day 1 of a Trial Period NB must be TP Day 1 of a Trial Period*], (the “**Contract Start Date**”), it permits the Service to operate in the area within the jurisdiction of the Ride-through Borough subject to the terms and conditions attached to this Ride-through Request.

Any queries regarding this Ride-through Request must be directed to [Ride-through Borough]'s Contract Co-ordinator named below in the first instance.

Contact details for [Borough name]'s Contract Co-ordinator are:

Name: [Ride-through Borough Contract Co-ordinator]

e- mail address: [Contract Co-ordinator Address]

Postal address:

Telephone:

The Operator’ Key Personnel are: []

The Operator must sign and return both signature pages to [Borough name]'s Ride-through Request no later than []. Please e-mail signed and dated signature pages in pdf format and also send the paper versions to:

Name: [Administrator Team]

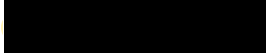
e- mail address: [Administrator Team Address]

Attachments: Ride-through Contract Terms and Conditions ([n] pages).

[DN: On receipt of the signed and dated signature pages from the Operator, the Administrator will arrange for signing and dating by the Ride-through Borough. One copy of the completed signature page will be returned to the Operator.]

Signature Page

THE PARTIES BELOW HEREBY ACKNOWLEDGE AND AGREE that they wish to enter into a Ride-through Contract on the terms and conditions attached to this Ride-through Request.

Signed by) 
for and on behalf of) TIER Operations Limited
the **Operator**)

Print name and position

 Director

Date: 4/8/2021

Signed by)
for and on behalf of)
the **Ride-through Borough**)

Print name and position

Date:

Signature Page (Counterpart)

THE PARTIES BELOW HEREBY ACKNOWLEDGE AND AGREE that they wish to enter into a Ride-through Contract on the terms and conditions attached to this Ride-through Request.

Signed by

)



for and on behalf of

)

TIER Operations Limited

the **Operator**

)

Print name and position



Date: 4/8/2021

Signed by

)

for and on behalf of

)

the **Ride-through Borough**

)

Print name and position

Date:

Attachment 1 – Ride-through Contract Terms and Conditions

1 Contract Formation

- 1.1 This Operator Contract is formed between the Ride-through Borough and the Operator named in the Ride-through Request to which these Terms and Conditions are attached, and is effective from the date of the latest signature on the signature pages of that Request (the “**Operator Contract Effective Date**”).
- 1.2 This Operator Contract is made pursuant to:
 - 1.2.1 Clause 5 of the Administration Agreement of [date] between (1) Transport for London as Administrator of a trial of e-scooter rental services (the “**Trial**”) and (2) the Operator as provider of the Service on a trial basis; and
 - 1.2.2 Clause 4 of the Participation Agreement of [date] between (1) Transport for London as Administrator of the Trial and (2) the Ride-through Borough.
- 1.3 This Operator Contract incorporates the terms and conditions of the Administration Agreement to the fullest extent applicable such that references to a “**Participating Borough**” shall mean the Ride-through Borough, and for the avoidance of doubt references in Clauses 22, 36, 37, 39, 41, 42 and 43 to the “**Administrator**”, a “**Party**”, or “**Parties**” shall be read as references to a Participating Borough as applicable, and references to the “**Agreement**” shall be read as a reference to this Operator Contract.
- 1.4 In this Operator Contract the words and expressions defined in the Administration Agreement shall, except where the context requires otherwise, have the meanings given in the Administration Agreement.
- 1.5 In this Operator Contract:
 - 1.5.1 references to Schedules are, unless otherwise provided, references to schedules of this Operator Contract; and
 - 1.5.2 references to the “**Parties**” are to the Ride-through Borough and the Operator (each a “**Party**”) unless otherwise provided.

2 Operator Contract Term, Service Commencement

- 2.1 This Operator Contract commences on the Operator Contract Effective Date and continues in force until and including the Trial End Date unless terminated earlier in accordance with its terms or the terms of the Administration Agreement.
- 2.2 The Operator may operate the Service in the Ride-through Borough with effect from the Contract Start Date up to and including the Trial End Date or (if earlier) the date upon which this Operator Contract is terminated in accordance with its terms or the terms of the Administration Agreement.

- 2.3 The Ride-through Borough shall have the right at any point during the term of this Operator Contract to introduce, amend or otherwise vary the Geographic Requirements.

3 Warranties and Obligations

- 3.1 Without prejudice to any other warranties expressed elsewhere in this Operator Contract or implied by law, the Operator warrants, represents and undertakes that this Operator Contract is executed by a duly authorised representative of the Operator.

4 Management of this Operator Contract

- 4.1 The Ride-through Borough authorises the Contract Co-ordinator to act as its representative for all purposes of this Operator Contract and the Operator shall deal with the Contract Co-ordinator (or his or her nominated representative) in respect of all matters arising under this Operator Contract, unless notified otherwise.
- 4.2 The Ride-through Borough's Contract Co-ordinator in respect of this Operator Contract and the Operator's Key Personnel in respect of this Operator Contract are named in the Ride-through Request.
- 4.3 No act of or omission by or approval from either the Ride-through Borough, or the Contract Co-ordinator in performing any of their respective duties under or in connection with this Operator Contract shall in any way operate to relieve the Operator of any its duties, responsibilities, obligations or liabilities under this Operator Contract.
- 4.4 The Operator shall not be liable for any failure to operate the Service in accordance with this Operator Contract to the extent that such failure is caused by a breach by either the Administrator or the Ride-through Borough of their respective obligations in connection with the Service.
- 4.5 The Ride-through Borough shall for the duration the Service is performed by the Operator at its own cost provide such co-operation in connection with the timely progression of issues and provision of information as the Operator may reasonably require to enable the Operator to operate the Service at all reasonable times in accordance with the provisions of the Specification and the other provisions of this Contract.
- 4.6 Notwithstanding any rights that the Ride-through Borough has under this Operator Contract, in the event that the Operator has committed a breach of this Operator Contract, the Ride-through Borough shall have the right to require the Operator to prepare a Remedial Action Plan within three (3) days of being notified of such requirement by the Contract Co-ordinator, Such Plan is subject to the Contract Co-ordinator 's approval and is to set out the actions required to remedy the failure or breach as applicable, together with the Party responsible for the completion of such actions, and the date by which such actions must be completed.

4.7 In the event that the Parties, acting reasonably, cannot agree a Remedial Action Plan, or the Operator fails to prepare a Remedial Action Plan, the Contract Co-ordinator shall have the right to terminate this Operator Contract for material breach.

5 The Parties shall implement any agreed Remedial Action Plan in accordance with its timescales, and shall make reasonable efforts to adhere to any improvements resulting from the Remedial Action Plan.

6 Risk in Operator Equipment

6.1 Risk in all Operator Equipment and the Materials shall be with the Operator at all times.

7 Indemnity

7.1 Subject to Clause 7.2, the Operator is responsible for and shall indemnify, keep indemnified and hold harmless the Ride-through Borough (the “**Indemnified Party**”) against all Losses which the Indemnified Party incurs or suffers as a consequence of any direct or indirect breach or any negligent performance of either this Operator Contract or the Administration Agreement by the Operator (or any of its employees, agents or sub-contractors) (including in each case any non-performance or delay in performance of this Operator Contract or the Administration Agreement) or of any breach of statutory duty, misrepresentation or misstatement by the Operator (or any of its employees, agents or sub-contractors).

7.2 The Operator is not responsible for, and shall not indemnify the Ride-through Borough for, any Losses to the extent that such Losses are caused by any breach or negligent performance by the Ride-through Borough of any of its obligations under this Operator Contract.

8 Assignment and Third Party Rights

8.1 Except as permitted by clause 13 of the Administration Agreement, the Operator shall not assign or sub-contract all or any part of the Service.

8.2 The Parties do not intend that any of the terms of this Operator Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

9 Termination of Participation Agreement

9.1 Without prejudice to any right to terminate this Operator Contract at common law, or pursuant to the terms of the Administration Contract incorporated by reference pursuant to Clause 1.3 above, this Operator Contract shall terminate automatically where the Participation Agreement is cancelled or terminated.

10 Counterparts

10.1 This Operator Contract may be executed in any number of counterparts or

duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement. This Operator Contract may be executed by electronic signature and provision of electronic copies of the same and the Parties agree that use of an electronic signature is as conclusive of their intention to be bound by this Operator Contract as if signed by each Party's manuscript signature.

SCHEDULE 10 – LOW INCOME/EQUITABLE ACCESS PLANS

