

Administrator's data and to prevent any corruption or loss of the Administrator's data.

23. INTELLECTUAL PROPERTY RIGHTS

- 23.1 The Administrator's Intellectual Property Rights in all documents, drawings, computer software and any other work used in or supplied to support the provision of the Service shall remain vested in and the property of the Administrator or licensed to the Administrator as appropriate. The Administrator hereby grants to the Operator a royalty-free, non-exclusive licence for the duration of this Agreement to use such Intellectual Property Rights as the Administrator may from time to time notify the Operator that it may use for the sole purpose of performing its obligations under this Agreement or under an Operator Contract.
- 23.2 The Operator's Intellectual Property Rights in all documents, drawings, computer software and any other work used in or supplied to support the provision of the Service shall remain vested in and the property of the Operator or licensed to the Operator as appropriate. The Operator hereby grants to the Administrator a royalty-free, non-exclusive licence for the duration of this Agreement to use and to sub-licence to any Participating Borough such Intellectual Property Rights as the Operator may from time to time notify the Administrator that it or a Participating Borough may use for the sole purpose of performing its obligations under either this Agreement or under the Participation Agreement.

24. PRIVACY, DATA PROTECTION AND CYBER SECURITY

- 24.1 The Operator shall comply with all its obligations under Data Protection Legislation and all the Operator's policies relevant to data protection. The Operator shall notify the Administrator of any changes to its data protection policies and provide copies of same to the Administrator on request.
- 24.2 As at the Agreement Commencement Date, neither Party is carrying out Processing on behalf of the other. Any Data that is derived from Personal Data will require assessment by the Administrator. Where deemed necessary by the Administrator, the relevant parties shall agree and enter into an additional binding agreement (such as a data sharing agreement) or variation to this Agreement in accordance with the Data Protection Legislation.
- 24.3 The Operator shall not use Data accessed via the Data Platform under this Agreement to identify natural persons. Each Party shall take all reasonable steps to mitigate the risk of re-identification of such persons.
- 24.4 The Operator must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre, and implement any other security standards reasonably requested by the Administrator from time to time.

25. CONFIDENTIALITY AND ANNOUNCEMENTS

- 25.1 Subject to Clause 26, the Operator will keep confidential any and all Confidential Information that it may acquire in relation to the Administrator and/or a Participating Borough.
- 25.2 The Operator will not use the Confidential Information of the Administrator and/or a Participating Borough for any purpose other than to perform its obligations under this Agreement. The Operator will ensure that its officers and employees comply with the provisions of Clause 25.1.
- 25.3 The obligations on the Operator set out in Clause 25.1 will not apply to any Confidential Information which:
- 25.3.1 the Operator can demonstrate is in the public domain (other than as a result of a breach of this Clause 25); or
 - 25.3.2 any Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or
 - 25.3.3 to the extent that such disclosure is to the Secretary of State for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.
- 25.4 The Operator shall keep secure all materials containing any information in relation to the Agreement and its performance.
- 25.5 Subject always to the provisions of Clause 7 and Clause 24, the Administrator and/or a Participating Borough shall be entitled to share any and all information available to it in respect of or ancillary to this Agreement or any Operator Contract (including Confidential Information) with any other Participating Borough, provided always that the Administrator and/or a Participating Borough take reasonable steps to ensure that the Operator's Confidential Information is shared only on a need-to-know basis and is kept confidential.
- 25.6 The Operator shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Agreement or that it is providing the Service to the Administrator or in relation to any matter under or arising from the Agreement unless specifically granted permission to do so in writing by the Administrator. The Administrator shall have the right to approve any announcement before it is made.
- 25.7 The provisions of this Clause 25 will survive any termination of this Agreement for a period of six (6) years from termination.

26. FREEDOM OF INFORMATION AND TRANSPARENCY

26.1 For the purposes of this Clause 26:

26.1.1 **"FOI Legislation"** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them; and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry for Justice, or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

26.1.2 **"Information"** means information recorded in any form held by the Administrator or by the Operator on behalf of the Administrator or a Participating Borough; and

26.1.3 **"Information Access Request"** means a request for any Information under the FOI Legislation.

26.2 The Operator acknowledges that the Administrator and each Participating Borough:

26.2.1 is subject to the FOI Legislation and agrees to assist and cooperate with the Administrator to enable the Administrator and any Participating Borough to comply with its obligations under the FOI Legislation; and

26.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Operator.

26.3 Without prejudice to the generality of Clause 26.2, the Operator shall and shall procure that its sub-contractors (if any) shall:

26.3.1 transfer to, as applicable, the Procurement Manager (or such other person as may be notified to the Operator by the Administrator or a Participating Borough) each Information Access Request relevant to this Agreement or an Operator Contract, the Service or any member of the TfL Group or any Participating Borough that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and

26.3.2 in relation to Information held by the Operator on behalf of the Administrator or a Participating Borough, provide the Administrator or the relevant Participating Borough with details about and/or copies of all such Information that the Administrator or Participating Borough requests and such details and/or copies shall be provided within five (5) Business Days of a request from the Administrator or the relevant Participating Borough (or such other period as the may be reasonable in the circumstances),

and in such forms as the Administrator or Participating Borough may reasonably specify.

- 26.4 In respect of information relating to the Administrator or a Participating Borough, the Administrator and as applicable the Participating Borough shall be responsible for determining whether Information is exempt information under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.
- 26.5 The Operator shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Administrator or as applicable the relevant Participating Borough.
- 26.6 The Operator acknowledges that the Administrator and the Participating Boroughs are subject to the Transparency Commitment. Accordingly, notwithstanding Clause 25.1 and this Clause 26, the Operator hereby gives its consent for the Administrator and each relevant Participating Borough to publish the Contract Information to the general public.
- 26.7 The Administrator or, as applicable, a Participating Borough may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Administrator or Participating Borough may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 26.8 The Administrator or Participating Borough as applicable may in its absolute discretion consult with the Operator regarding any redactions to the Contract Information to be published pursuant to Clause 26.6. The Administrator or Participating Borough shall make the final decision regarding publication and/or redaction of the Contract Information.

27. DISPUTE RESOLUTION

- 27.1 Any dispute or difference arising out of or related to this Agreement or an Operator Contract shall be referred to as a “**Dispute**”. Each of the Disputing Parties shall use all reasonable endeavours to negotiate in good faith and settle any Dispute.
- 27.2 If the Dispute is not settled through discussion between the Procurement Manager or Contract Co-ordinator (as applicable) and a representative of the Operator within a period of seven (7) Business Days of the date on which the Dispute arose, either Disputing Party may by notice to the other refer the Dispute in writing to a director or chief executive (or equivalent) (“**Senior Personnel**”) of each of the Disputing Parties for resolution.
- 27.3 If the Dispute is not resolved within fourteen (14) Business Days of referral to the Senior Personnel, the Disputing Parties shall attempt in

good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Disputing Party may give notice to the other Disputing Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.

- 27.4 If the Disputing Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within twenty eight (28) Business Days of the service of the Notice, either Disputing Party may apply to the Centre for Effective Dispute Resolution ("**CEDR**") in London to appoint a mediator. The costs of that mediator shall be divided equally between the Disputing Parties or as the Disputing Parties may otherwise agree in writing.
- 27.5 Where a dispute is referred to mediation under Clause 27.3, the Disputing Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 27.6 If the Disputing Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Disputing Parties' authorised representatives, shall be final and binding on the Disputing Parties.
- 27.7 For the avoidance of doubt, the Operator shall continue to: (i) act in accordance with the Agreement and/or Operator Contract; and (ii) provide the Service in accordance with the relevant Operator Contract, without delay or disruption while the Dispute is being resolved pursuant to this Clause 27.
- 27.8 Neither Disputing Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 27 and Clause 28 shall not apply in respect of any circumstances where such remedies are sought.
- 27.9 If any Dispute raises issues which relate to a Dispute between a Participating Borough and the Operator arising under an Operator Contract or otherwise affects the relationship or rights of a Participating Borough under an Operator Contract, then the Administrator may include as part of its submissions made to the mediator or to the courts submissions made by the Participating Borough as appropriate.
- 27.10 The provisions of Clause 27.9 in respect of the Administrator shall apply *mutatis mutandis* to a Participating Borough in relation to a Dispute under this Agreement or under an Operator Contract.

28. BREACH AND TERMINATION OF AGREEMENT

- 28.1 Without prejudice to any right to terminate at common law, the Administrator may terminate this Agreement and a Participating Borough may terminate its Operator Contract by giving notice to the Operator if:

- 28.1.1 in addition and without prejudice to Clauses 28.1.2 to 28.1.4 (inclusive), the Operator has committed any material or persistent breach of this Agreement or a right of termination for material breach has arisen under an Operator Contract and, in the case of such a breach that is capable of remedy, fails to remedy that breach within the timeframe set out in a Remedial Action Plan or as otherwise specified in writing by the Administrator (or, as applicable, the relevant Participating Borough); or
- 28.1.2 the Operator fails to meet the Revised Start Date under a Full-service Contract; or
- 28.1.3 in the event that there is a change of ownership referred to in Clause 13.3 or the Operator is in breach of Clause 13.3; or
- 28.1.4 the Administrator is not satisfied on the issue of any conflict of interest in accordance with Clause 14; or
- 28.1.5 the Operator or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or
- 28.1.6 the Operator commits any of the money laundering related offences listed in the Public Contracts Regulations 2015; or
- 28.1.7 the Operator has abandoned or otherwise repudiated an Operator Contract; or
- 28.1.8 a Participating Borough has a right of termination under an Operator Contract; or
- 28.1.9 the Administrative Order is rescinded; or
- 28.1.10 there is a Change in Law which renders operation of the Service wholly or partly illegal; or
- 28.1.11 the Operator fails to comply in the performance of the Service with legal obligations in the fields of environmental, social or labour law.
- 28.2 This Agreement shall terminate automatically where the Trial is cancelled or terminated by an authority other than by the Administrator.
- 28.3 The Administrator shall have the right to terminate this Agreement immediately on giving notice if the Operator is subject to an Insolvency Event.
- 28.4 Without prejudice to any of the Administrator's and/or a Participating Borough's other rights, powers or remedies (whether under this Agreement or otherwise) if the Operator is in breach of any of its warranties and/or obligations under Clauses 10, 14 and/or 21 and/or any of its other obligations in respect of the Service under this Agreement, the Operator shall, if required to do so by the Administrator or the

Participating Borough, promptly remedy the Service or part of it at its own expense to ensure compliance with such warranties and/or obligations.

- 28.5 Neither the Administrator, a Participating Borough nor the Operator shall be deemed to be in breach of this Agreement, or otherwise liable to the other party(ies) in any manner whatsoever, for any failure or delay in performing its obligations under this Agreement or an Operator Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than four (4) weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on another party's performance of its obligations under this Agreement or an Operator Contract (the "**Affected Party**") then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate this Agreement (or as applicable the relevant Operator Contract) immediately upon giving notice to the Affected Party. If this Agreement or an Operator Contract is terminated in accordance with this Clause 28.5 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.
- 28.6 Without prejudice to the Administrator's right to terminate this Agreement under Clause 28.1, Clause 28.3 or to terminate at common law, the Administrator may terminate this Agreement at any time without cause subject to giving the Operator written notice of the period specified in Schedule 1.
- 28.7 The Administrator and the Operator may terminate this Agreement at any time by mutual agreement.
- 28.8 A notice to terminate served pursuant to this Clause 28 shall state the last day on which the Service is to be provided, subject to such notice period being not less than fourteen (14) days unless the Parties agree otherwise in writing or termination is pursuant to Clause 28.2.
- 28.9 For the purposes of this Agreement, the Agreement Termination Date shall be either the date of termination set out in any notice served pursuant to this Clause 28, or the date on which this Agreement terminates automatically pursuant to Clause 28.2.
- 28.10 To the extent that the Administrator has a right to terminate this Agreement under this Clause 28 then, as an alternative to termination, the Administrator may by giving reasonable notice to the Operator:
- 28.10.1 require the Operator to provide part only of the Service with effect from the date specified in the Administrator's notice ("**Change Date**") whereupon the provision of the remainder of the Service will cease and the definition of "the Service" shall be construed accordingly, and the Charges applicable with effect from the Change Date will be adjusted proportionately or, if in the Administrator's opinion a proportionate adjustment would not be

reasonable, in such manner as the Administrator may determine;
or

28.10.2 with effect from the date stated in the notice until such time as the Administrator reasonably requires (the “**Suspension Period**”):

28.10.2.1 suspend this Agreement which shall have the effect of suspending all Operator Contracts held by the Operator; or

28.10.2.2 for Full-service Boroughs only, suspend the Operator's right to park its Vehicles in one or more specific Full-service Boroughs as set out in the notice to the Operator.

28.11 In the event that the Administrator suspends this Agreement or suspends the Operator's parking rights pursuant to 28.10.2 above,

28.11.1 the Operator shall:

28.11.1.1 work in good faith with the Administrator and the relevant Participating Boroughs to determine which actions under the Operator's Exit Plan are appropriate in response to the suspension, taking into account the likely duration of and reasons for such suspension;

28.11.1.2 implement the actions identified pursuant to Clause 28.11.1.1; and

28.11.2 the Administrator and the relevant Participating Boroughs shall provide such information to the Operator as it reasonably requires to implement the suspension for the Suspension Period.

28.12 A Suspension Period shall be no more than three (3) months in duration unless agreed otherwise by the Operational Board.

28.13 Where the Administrator requires resumption of the suspended Service or right of parking, it shall serve not less than forty eight (48) hours' notice of Service resumption. If the Administrator does not serve such notice, this Agreement shall terminate at the end of the Suspension Period, the last day of the Suspension Period shall be deemed to be the Agreement Termination Date, and the provisions of Clause 29 shall apply.

28.14 A Participating Borough shall have the right on notice to immediately suspend provision of the Service of all Operators in the area within its jurisdiction for Public Safety Reasons.

28.15 The Administrator shall have the right to suspend the Service provided by either all Operators in the entire Trial Area, or the Service provided by a specific Operator for Public Safety Reasons.

- 28.16 Following suspension of the Service for Public Safety Reasons, the Administrator shall have the right to terminate this Agreement or, as applicable, the Participating Borough shall have the right to terminate the relevant Operator Contracts on notice. The Service shall remain suspended for the duration of the notice period. In the event that the Administrator or, as applicable, the Participating Borough requires the Operator to resume provision of the Service it shall give the Operator not less than forty eight (48) hours' notice of Service resumption. The duration of the Trial Term shall not be extended due to suspension for Public Safety Reasons unless the Administrator notifies the Operator otherwise.

29. CONSEQUENCES OF TERMINATION OR EXPIRY

- 29.1 The termination or expiry of this Agreement shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
- 29.2 Upon expiry or termination of this Agreement (howsoever caused):
- 29.2.1 the Operator shall, at no further cost to the Administrator or any Participating Borough, carry out its obligations under the Exit Plan;
 - 29.2.2 the Administrator shall and each Participating Borough shall provide all co-operation reasonably required by the Operator in order to implement its Exit Plan;
 - 29.2.3 the Operator shall (subject to Clauses 20, 30.1 and 30.4, and/or the provisions of any security for due performance supplied by the Operator) pay the Administrator any Charges remaining due up to the date of termination or expiry calculated so far as is possible in accordance with the provisions of this Agreement or otherwise reasonably determined by the Administrator.

30. DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT

- 30.1 In the event that a court makes a Declaration of Ineffectiveness, the Administrator shall promptly notify the Operator. The Parties agree that the provisions of Clause 29 and Clauses 30.1, 30.2, 30.4 to 30.6 (inclusive) and 30.12 shall apply as from the time when the Declaration of Ineffectiveness is made.
- 30.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 31.1 to 31.6 inclusive.

30.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Administrator may require the Operator to prepare a Cessation Plan in accordance with this 30.3 by issuing a notice in writing. As from the date of receipt by the Operator of such notification from the Administrator, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Administrator shall reasonably determine an appropriate Cessation Plan with the object of achieving:

30.3.1 an orderly and efficient cessation of the Service; and

30.3.2 minimal disruption or inconvenience to the Administrator, Participating Boroughs, Users or to public passenger transport services or facilities,

30.3.3 in accordance with the provisions of Clauses 30.2 to 30.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.

30.4 Where there is any conflict or discrepancy between the provisions of Clause 30 and Clauses 30.2 to 30.6 (inclusive) and 30.12 or the Cessation Plan, the provisions of these Clauses 30.2 to 30.6 (inclusive) and 30.12 and the Cessation Plan shall prevail.

30.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the Administrator) in the event that a Declaration of Ineffectiveness is made.

30.6 The Administrator shall pay the Operator's reasonable costs in assisting the Administrator in preparing, agreeing and complying with the Cessation Plan, provided always that the Administrator shall not be liable to the Operator for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement pursuant to any Declaration of Ineffectiveness.

30.7 Without prejudice to the Administrator's rights of termination implied into the Contract by regulation 83(3) of the Public Contracts Regulations 2015 in the event that the Administrator exercises its right to terminate pursuant to this Clause 30.7 (a "**Public Procurement Termination Event**"), the Administrator shall promptly notify the Operator and the Parties agree that:

30.7.1 the provisions of Clause 30 and these Clauses 30.7 to 30.11 (inclusive) shall apply as from the date of receipt by the Operator of the notification of the Public Procurement Termination Event; and

30.7.2 if there is any conflict or discrepancy between the provisions of Clause 29 and these Clauses 30.7 to 30.11 (inclusive) or the Cessation Plan, the provisions of these Clauses 30.7 to 30.11 (inclusive) and the Cessation Plan shall prevail.

- 30.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided for in Clauses 30.7 to 30.11 inclusive.
- 30.9 As from the date of receipt by the Operator of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Administrator shall reasonably determine an appropriate Cessation Plan with the object of achieving:
- 30.9.1 an orderly and efficient cessation of: (i) the Service; or (at Administrator's election), (ii) the part of the Service which are affected by the Public Procurement Termination Grounds; and
- 30.9.2 minimal disruption or inconvenience to the Administrator, Participating Boroughs, Users or to public passenger transport services or facilities,
- in accordance with the provisions of Clauses 30.8 to 30.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.
- 30.10 Upon agreement, or determination by the Administrator, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
- 30.11 The Administrator shall pay the Operator's reasonable costs in assisting the Administrator in preparing, agreeing and complying with the Cessation Plan provided always that the Administrator shall not be liable to the Operator for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Agreement as a result of Public Procurement Termination Grounds.
- 30.12 For the avoidance of doubt, the provisions of this Clause 30 (and applicable definitions) shall survive any termination of the Agreement following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

31. QUALITY AND BEST VALUE

The Operator acknowledges that the Administrator and each Participating Borough is a best value authority for the purposes of the Local Government Act 1999 and as such the Administrator and each Participating Borough is required to make arrangements to secure continuous improvement in the way it exercises its functions, (having regard to a combination of economy, efficiency and effectiveness), and as such, the Operator shall, notwithstanding that the Service is provided pursuant to the Trial, seek to provide the Service in a manner that

secures continuous improvement in Service delivery under any Operator Contract including in respect of all interactions with the Administrator, Participating Boroughs, stakeholders and Users.

32. SURVIVAL

The provisions of Clauses 1, 6, 7, 9, 10, 13, 14, 15, 18, 20, 23, 25, 27-30 (inclusive), 32-36 (inclusive), 37-43 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of this Agreement. In addition, any other provision of this Agreement which by its nature or implication is required to survive the termination or expiry of this Agreement or relevant Operator Contract shall do so.

33. RIGHTS OF THIRD PARTIES

- 33.1 Save that (i) any member of the TfL Group has the right to enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999 (“**Third Party Act**”), (ii) each Operator Contract incorporates the terms and conditions of this Agreement, the Parties do not intend that any of the terms of this Agreement will be enforceable by virtue of the Third Party Act by any person not a party to it.
- 33.2 Notwithstanding Clause 33.1, the Parties are entitled to vary or rescind this Agreement without the consent of any or all members of the TfL Group or a Participating Borough.

34. CONTRACT VARIATION

Save where the Administrator may require an amendment to the Service as set out in the Specification, this Agreement may only be varied or amended with the written agreement of both Parties. The Administrator shall not vary this Agreement without varying in the same manner any other administration agreement for the Trial then in existence.

35. NOVATION

- 35.1 The Administrator may novate or otherwise transfer this Agreement (in whole or in part).
- 35.2 Within ten (10) Business Days of a written request from the Administrator, the Operator shall at its expense execute such agreement as the Administrator may reasonably require to give effect to any such transfer all or part of its rights and obligations under this Agreement to one or more persons nominated by the Administrator.
- 35.3 Subject to Clause 11, this Agreement is personal to the Operator who shall not assign the benefit or delegate the burden of this Agreement or otherwise transfer any right or obligation under this Agreement.

36. NON-WAIVER OF RIGHTS

No waiver of any of the provisions of this Agreement or any Operator Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 38. The single or partial exercise of any right, power or remedy under this Agreement shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

37. ILLEGALITY AND SEVERABILITY

If any provision of this Agreement (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect as if this Agreement had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Administrator's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of this Agreement, the Administrator and the Operator shall immediately commence good faith negotiations to remedy such invalidity.

38. NOTICES

38.1 With the exception of invoices, any notice, demand or communication in connection with this Agreement or Operator Contract will be in writing and may be delivered by hand, email or post addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other party in writing in accordance with this Clause as an address to which notices and other documents may be sent.

38.2 The notice, demand or communication will be deemed to have been duly served providing that a copy of it has also simultaneously been sent by email to the Operator's Manager, Procurement Manager or Contract Co-ordinator (as applicable):

38.2.1 if delivered by hand, at the time of delivery;

38.2.2 if delivered by post, two (2) Business Days after being posted or in the case of airmail fourteen (14) Business Days after being posted; or

38.2.3 if delivered by email, at the time of transmission, provided that a confirming copy is sent by first class post to the other party within 24 hours after transmission.

39. ENTIRE AGREEMENT

39.1 Subject to Clause 39.2:

39.1.1 this Agreement and all documents referred to in this Agreement contain all of the terms which the Parties have agreed relating to the subject matter of this Agreement and such documents and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Service. Neither Party has been induced to enter into this Agreement by a statement which it does not contain; and

39.1.2 without prejudice to the Operator's obligations under this Agreement, the Operator is responsible for and shall make no claim against the Administrator in respect of any misunderstanding affecting the basis of the Operator's tender in respect of this Agreement or any incorrect or incomplete information howsoever obtained.

39.2 Nothing in this Clause 39 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

40. COUNTERPARTS

This Agreement and any 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 Agreement or any 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 Agreement or any Operator Contract as if signed by each Party's manuscript signature.

41. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement or any Operator Contract constitutes, or shall be deemed to constitute, a partnership between the Parties, or between the Operator and a Participating Borough. Except as expressly provided in this Agreement, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

42. FURTHER ASSURANCE

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of this Agreement.

43. GOVERNING LAW

The Agreement shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 28, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement provided that the

Administrator has the right in its absolute discretion to enforce a judgment and/or to take proceedings in any other jurisdiction in which the Operator is incorporated or in which any assets of the Operator may be situated. The Parties agree irrevocably to submit to that jurisdiction.

THE AGREEMENT has been signed for and on behalf of the Parties the day and year written above.

Signed by)
for and on behalf of)
the **Administrator**)

Signature

Print name and position

Date: 4/8/2021

Signed by)
for and on behalf of)
the **Operator**)

Signature

Print name and position

Date: 4/8/2021

APRIL 8 2021

SCHEDULE 1 - KEY AGREEMENT INFORMATION

1 **Agreement Reference Number:** tfl_scp_002092_e-scooter_trial_project_dott

2 **Name of Operator:** EMTransit Ltd

3 **Agreement Commencement Date:** 8 April 2021

4 **Trial Term:** see Clauses 3.3 and 3.4

5 **Details of the Procurement Manager**

Name:

Address: Palestra, Zone 11R2, 197 Blackfriars Road, Southwark, SE18NJ

Tel:

Email:

6 **Operator's Key Personnel:**

Name & Position	Contact Details	Area of Responsibility
		Responsible for the roll out and overall operations and management of the London trial
		Responsible for PR, comms and press
		Responsible for trial operations
		Dott co-founder and COO. Responsible for high level escalations

7 **Notice period in accordance with Clause 28.6 (termination without cause):**

Twenty eight (28) days

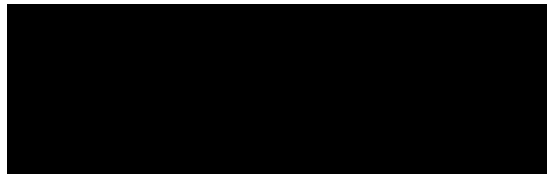
- 8 Address for service of notices and other documents in accordance with Clause 38:

For the Administrator: Palestra, 197 Blackfriars Road, Southwark, SE18NJ



Please also ensure that you send email correspondence to the named Procurement Managers in section 5 of this Schedule 1.

For the Operator:



SCHEDULE 2 – INITIAL PARTICIPATING BOROUGHES

The Eligible Boroughs anticipated to be the initial Participating Boroughs following the Agreement Commencement Date are:

Participating Borough	Full-service	Ride-through only
Camden	✓	
City of London	✓	
Ealing	✓	
Hammersmith and Fulham	✓	
Hounslow	✓	
Kensington and Chelsea	✓	
Lambeth	✓	
Richmond Upon Thames	✓	
Southwark	✓	
Tower Hamlets		✓
Westminster	✓	

SCHEDULE 3 – THE SPECIFICATION

Volume 2
The Specification

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

Project No : tfl_scp_002092

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TABLE OF CONTENTS

0.1. Transport for London (TfL).....	4
0.2. Business Unit	4
1. Definitions and Acronyms	5
2. Introduction.....	8
3. Roles and responsibilities	10
4. Scope / Operator requirements	12
5. Number of operators.....	14
6. Trial duration.....	14
7. Trial Area	14
8. Hours of operation	18
9. Permitted, Minimum and maximum fleet sizes.....	18
10. Permitted Fleet Size Review Process.....	21
11. Parking	24
12. Distribution, Priority Areas and Key Zones	27
13. No-go and Go-slow Zones	29
14. Research, data gathering, monitoring and evaluation	30
15. Data documentation and regulations	34
16. Vehicles	35
17. Maintenance requirements.....	37
18. Environmental Requirements	38
19. Mitigating high risk behaviours	39
20. Engagement and education	40
21. Contact details and customer service	42
22. Pricing and Equity arrangements.....	43
23. Marketing, Advertising and Sponsorship	44

24. Events, incidents and emergencies 45

25. Cessation of Operation 46

26. The Charges 46

27. Governance..... 49

28. Deliverables / Milestones..... 50

29. Service level agreements 51

APPENDICES 52

Organisational overview

0.1. Transport for London (TfL)

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

0.2. Business Unit

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

I. DEFINITIONS AND ACRONYMS

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

Councils	Borough councils and the City of London.
Low-income / equitable access customer plans	Targeted discounts, financial support or alternative pricing plans designed to support the use of rental e-scooters by a subset of Users.
Maximum Fleet Size	The maximum number of e-scooters any Operator will be allowed to make available for rent at any time during the Trial.
Minimum Vehicle Requirement	The minimum number of e-scooters that an Operator must ensure are located within a Full-service Borough, as outlined in section 9.2.
No-go Zones	Areas where the use of e-scooters is prohibited.
Non-Participating Borough	A Borough in which the use of e-scooters is prohibited entirely except in private spaces with the landowner's permission.
Operational Board	Includes representation from TfL, London Councils and the Participating Boroughs and will be consulted on key decisions which impact the trial area as a whole. Operators will be required to report up to this Board, which will meet at least four-weekly during the operational duration of the Trial and more regularly through the planning phases.
Operator	The commercial entity responsible for renting e-scooters to end Users.
Operator Contract	The contract between the Operator and a Participating Borough, being either a Full-service Contract or a Ride-through Contract.
Operator Contract Request	A request from a Participating Borough to an Operator to enter into either a Full-service contract (Full-service Request) or a Ride-through Contract (Ride-through Request);
Participation Agreement	The agreement between TfL and a Participating Borough which sets out the obligations of TfL and the Participating Borough.
Participating	A Borough participating in the Trial, either on a full-

Borough	service basis as a Full-service Borough, or on a ride-through basis as a Ride-through Borough.
Permitted Fleet Size	Maximum number of e-scooters the Operator is permitted to make available to the public for a specific Trial Period (subject to sufficient parking capacity being in place)
Permitted Fleet Size Review	The process for reviewing each Operator's Permitted Fleet Size as set out in section 10.
Per-vehicle Charge	Refer to section 26.4
Police	All references in the document to Police includes Metropolitan Police Service, City of London Police and the British Transport Police.
Priority Area	Areas where a Full-service Borough wants to guarantee provision of e-scooters, be that to support the use of e-scooters by particular groups or to support trips for specific purposes.
Ride-through Borough	A Borough that is participating in the Trial but only to allow e-scooters to travel through.
Ride-through Charge	Refer to section 26.3
Ride-through Contract	An Operator Contract between a Ride-through Borough and an Operator.
TfL	Transport for London.
TLRN	Transport for London Road Network.
Trial	The trial for e-scooter rental services in London pursuant to DfT's Future of Transport programme.
Trial Area	The combined area of all Participating Boroughs (i.e. there is only one Trial Area in London irrespective of how many or which Boroughs are participating).
Trial Period	A consecutive 28-day period, up to 13 of which make up the initial duration of the Trial and over which the Trial will be divided.

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

2. INTRODUCTION

2.1. Background

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

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

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

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

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

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

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

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

- provide a transport alternative option to private car and capacity restricted public transport to support London's restart and recovery (and potential for further lock downs).

2.1.5. TfL, London Councils and the Boroughs have been working closely to agree a set of requirements for a trial across one coordinated trial area in London, driving the standards that are important to Boroughs, TfL and the Mayor for any trial. This document sets out those agreed requirements.

2.1.6. The scale of any London trial is likely to be among the biggest, if not the biggest, in the country, and the trial must ensure we as a city are able to have our experience considered by the DfT ahead of any proposed changes to legislation that would see e-scooters fully legalised.

2.2. Objectives

2.2.1. Safety is our first priority. Safety considerations underpin all of the below objectives, and ultimately this Trial will help us understand if and how e-scooters can be safely accommodated in London.

2.2.2. The objectives for any trial are primarily:

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

3. ROLES AND RESPONSIBILITIES

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

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

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

3.1.3. Ride-through Boroughs will be responsible for:

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

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

- The activities set out above where relevant, in relation to the TLRN/TfL land;
- Collating geofencing data (see sections 11, 12 and 13) from Participating Boroughs and internally from TfL, and providing this to Operators;
- Undertaking and coordinating the Operator selection competition, with support from London Councils;
- Ongoing project management of the Trial;
- Managing and chairing an Operational Board, which will include representation from London Councils and Participating Boroughs, and which together will consider and be consulted on the below, along with making recommendations for respective decision makers:
 - Core contract management issues, including fleet sizes (as per section 10) and charges payable by the operator (as per section 26)
 - Any performance management issues or contraventions;
 - Any required changes to the specification or the Administration Agreement; and
 - Escalation of risks and issues for resolution by the appropriate party, as well as notable opportunities and lessons learnt.
- Managing the Data Platform (provided by a third party) enabling two-way data sharing between Operators and TfL/ Boroughs;
- Calculating Operator charges, receiving payment from Operators for charges and distributing payments to Participating Boroughs, as per section 26;
- Day to day contact for the Operators about the above responsibilities; and
- Delivering a centralised and coordinated communications campaign targeted at sustainable and safe use of the Trial, as per section 23.

3.1.5. London Councils will support and work together with TfL to undertake the Operator selection. London Councils will also be part of the Operational Board which will be consulted on, and make recommendations to, respective decision maker(s) on key decisions about the Trial as referenced in governance, as set out in section 27

4. SCOPE / OPERATOR REQUIREMENTS

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

4.2. DfT Requirements

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

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

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

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

4.3. Insurance Requirements

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

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

5. NUMBER OF OPERATORS

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

6. TRIAL DURATION

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

7. TRIAL AREA

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

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

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



- 7.1.3. Given the nature of the Trial, we cannot guarantee the size or spread of the Trial Area. Operators must however agree to operate in all Boroughs within Greater London which issue an Operator Contract Request. While unlikely, this means the maximum potential coverage of this Trial would be 32 London Boroughs and the City of London, potentially including private (or other) land sites by agreement. At the time of launching this procurement, Operators should note that other Boroughs have expressed interest to varying degrees in joining the trial at a point later than Trial Period I. The total number of Boroughs to express interest without formal commitment so far is around two thirds of the total. We are also discussing the Trial with major private landowners that may wish to participate more widely e.g. the Canary Wharf Group.
- 7.1.4. All e-scooters used in the Trial shall be permitted to be ridden through, parked in and rented from each and every Full-service Borough. All e-scooters used in the Trial shall also be permitted to travel through each and every Ride-through Borough, but not be parked. This shall have the effect that the Participating Boroughs form a single Trial Area for the

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

7.2. Full-service Boroughs

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

7.3. Non-participating Boroughs

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

7.4. Ride-through Boroughs

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

7.5. Notification of changing Borough roles

- 7.5.1. Boroughs can only 'join' the Trial at the start of a Trial Period, to reduce the complexity of charges and to avoid disrupting the Permitted Fleet Size Review process.
- 7.5.2. No Borough shall be permitted to join the Trial (either as a Full-service Borough or a Ride-through Borough) later than the start of Trial Period 6.