

Attachment 2 - Beam Scooters - Attachment B - DRAFT MOU

Draft Memorandum of Understanding

Memorandum of Understanding

Queenstown Lakes District Council

Beam Mobility New Zealand Limited

Agreement dated

2022

Parties

Beam Mobility New Zealand Limited a company incorporated in New Zealand having its registered office at Level 2, 142 Broadway, Auckland, 1023, New Zealand (**Beam**)

Queenstown Lakes District Council, a territorial authority under the Local Government Act 2002 (**Council**)

(Each a **Party** and together the **Parties**)

Introduction

- A The Parties have been in discussions around Beam establishing its Operation in the Queenstown Lakes District.
- B The Parties wish to ensure the appropriate management of public places and to provide reasonable controls ensure the Operation is safe and to protect the public from nuisance.
- C It is important to the Council that the wider transport strategy is met, and the parties recognise that this includes exploring alternative transport options including E-Scooters.
- D The Parties have agreed to a trial period for the Term of this MOU in order to assess the impacts and benefits of the Operation on the community and whether it is appropriate for the district.
- E The Parties have agreed to record the terms of the trial period in this MOU.

1 Interpretation

- 1.1 In this MOU, the following words have the following meanings, unless the context otherwise requires:

Effective Date means [to be confirmed];

Expiry Date means [to be confirmed – 24 months from the effective date];

MOU means memorandum of understanding;

Operation means the dock-free E-scooter operation in Queenstown Lakes District

Term has the meaning given in clause 3.

- 1.2 In this MOU, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this MOU;
 - (b) references to Parties include each Party's executors, administrators, successors and permitted assigns;
 - (c) words importing a particular gender include all other genders;
 - (d) singular words include the plural and vice versa;
 - (e) references to a statute include all subordinate legislation made under that statute and all amendments to the statute and subordinate legislation whether by subsequent statute or otherwise;
 - (f) the rule of interpretation known as *contra proferentem* does not apply; and
 - (g) month means calendar month.

2 General

- 2.1 This MOU is non-transferable.
- 2.2 Nothing in this MOU shall create an exclusive operation right for Beam to operate E-Scooters in the Queenstown Lakes District.
- 2.3 This MOU is in respect of land that is controlled by the Council, and any other permissions required are the responsibility of the landowner.

3 Term

- 3.1 This MOU shall commence on the Effective Date and, unless terminated sooner in accordance with the terms of this MOU, shall continue until the Expiry Date.
- 3.2 The Council by its Chief Executive may review and amend these terms and conditions (including the Appendices) at any time at its sole discretion by notice in writing to Beam.

4 Usage of E-Scooters

- 4.1 The parties agree the following general terms shall apply to the Operation:
- (a) The MOU is valid for up to 400 E-Scooters at any one time, unless agreed in writing between the parties.

- (b) The fee payable by Beam to Council under this MOU is per E-Scooter per annum, and is payable annually.
- (c) The Operation is limited to 0600 to 2200 hours daily.
- (d) The Operation is restricted to the urban areas of Queenstown, Frankton and Wanaka as defined in **Appendix A** and excluding the areas defined in **Appendix B**.
- (e) When deploying vehicles, Beam will not deploy more than five E-Scooters in each deployment location.
- (f) Beam will ensure that E-Scooters cannot be parked, or rides terminated, in the areas outside the deployment locations.
- (g) Beam will ensure that E-Scooters are not parked or allowed to remain in inappropriate locations, including, but without limitation:
 - (i) in positions that restrict footpaths to less than 1.2m width in suburban and urban areas;
 - (ii) in positions that restrict footpaths to less than 1.8m in width;
 - (iii) where they could pose a safety hazard;
 - (iv) where they could interfere with pedestrian access generally or access to amenities;
 - (v) in the way of pedestrian crossing points, or the path of pedestrian traffic adjacent to those crossings;
 - (vi) at the kerb within, or adjacent to, bus stops, taxi stands mobility parking or other authorised vehicle only parking spaces; any other areas identified by a Council officer, in their discretion, to be an inappropriate location.

5 **Operation of E-Scooters**

- 5.1 In the areas defined in **Appendix A**, Beam will ensure that E-Scooters are only able to operate up to the maximum speed specified in **Appendix C**.
- 5.2 Beam must make all E-Scooters inoperable between the hours of 2200 to 0600 each day.
- 5.3 Beam must ensure that all e-scooters are removed from the CBD's (as defined in **Appendix A**) before 2300 hours daily.
- 5.5 If any E-Scooter seized by the Council is not claimed within 14 days, the E-Scooter may be destroyed or disposed of in any way the Council sees fit.
- 5.6 To ensure safe and effective management of public places, Beam must achieve the Operation and Parking KPIs set out in **Appendix D**.

- 5.7 If the e-scooters are not removed from the CBD by 2300 hours the Council may seize the e-scooter and a charge of \$100 will apply for its release.

6 Termination

- 6.1 The Council reserves the right to suspend or terminate this MOU at its sole discretion by giving notice to Beam in writing if deemed necessary by the Chief Executive of the Council, including if any problems are unable to be resolved, or if any conditions are not complied with.
- 6.2 On the Expiry Date, or if the MOU is suspended or terminated in accordance with the terms of this MOU, all scooters must be removed from the Queenstown Lakes District within 24 hours.

7 Safety and Maintenance

- 7.1 Beam must educate customers about safety checks, responsible riding and correct parking, including the requirements set out in this MOU.
- 7.2 Beam must ensure that users ride safely and are considerate of all other road and footpath users, ensuring that:
- (a) When on the road, users must keep as close as possible to the edge of the roadway; and
 - (b) When on the footpath, users must:
 - (i) Not ride at speeds that put other footpath users at risk; and
 - (ii) Always give way to pedestrians and drivers of mobility vehicles.

- 7.3 Beam will ensure that:
- (a) Every E-Scooter deployed in accordance with this MOU is legal and approved under standards or definitions set out by the New Zealand Transport Agency as a wheeled recreation device;
 - (b) Every E-Scooter has:
 - (i) a working bell;
 - (ii) a steady or flashing rear-facing red light(s) that can be seen at night from a distance of 200 metres; and
a white or yellow headlight(s) that can be seen at night from a distance of 200 metres;
 - (iii) the design, performance and assembly of every E-Scooter complies with appropriate standards; and
 - (iv) every E-Scooter is regularly inspected and maintained to ensure it is compliant.
- 7.4 Beam must provide the Council with the contact number of an individual, or individuals, who can respond to emergencies or major accidents 24 hours per day.
- 7.5 Beam must provide the ability for users and the general public to report safety and maintenance issues with the E-Scooters directly to Beam.
- 7.6 Beam agrees to communicate with representatives of any interested public service group or individual, whether referred by the Council or otherwise, to address any issues of concerns any group or individual may have in respect of the use and operation of Beam E-Scooters.
- 7.7 Beam must commit to meeting the Safety and Maintenance KPIs set out in **Appendix E**.

8 Reporting

- 8.1 Beam must provide the following raw non-identifiable data to Council on a monthly basis:
- (a) the number of users;
 - (b) the number of rides;
 - (c) the average time of the trip;
 - (d) the start and end time of the trip;

- (e) the general route of the trip;
- (f) the overlay of deployment location with demand hotspots identified;
- (g) a summary of the maintenance schedule;
- (h) the number of complaints, and what the complaint was for;
- (i) Beam's turnover; and
- (j) the number and type of reported accidents and injuries per month.

9 Privacy

- 9.1 All personal information must be collected, processed and stored in accordance with the requirements of the Privacy Act 1993.

10 Key Representatives

- 10.1 The Council nominates the Transport Strategy Manager as its representative in respect of all discussions under this MOU:

+64 22 1034 229
tony.pickard@qldc.govt.nz

- 10.2 Beam nominates Frederick Conquer as its representative in respect of all discussions under this MOU:

+64 27 619 8397
frederick@ridebeam.com

11 Liability

- 11.1 Beam shall carry adequate, sufficient and suitable public liability and professional indemnity insurance for an amount not less than \$1,000,000 and will provide evidence of this to Council.
- 11.2 To the extent permitted by law, Beam shall at all times indemnify and hold harmless the Council, its servants and agents against all actions, claims, proceedings, demands or suits howsoever arising including negligence from or in relation to this MOU and the Operation provided that Beam shall not be liable for any actions, claims, proceedings, demands or suits arising from or in relation to the negligence of the Council or its employees.

- 11.3 Neither party shall be liable to the other for any indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.

12 Miscellaneous

- 12.1 This MOU is not intended to create legally binding obligations between the Parties.
- 12.2 The Parties each agree to act in good faith and in the spirit of mutual cooperation in the discharge of the arrangements under this MOU.
- 12.3 Nothing in this MOU shall be construed to constitute a partnership or joint venture between the Parties.
- 12.4 Beam acknowledges that the Council, in terms of its regulatory function as a local authority, is obliged to and shall act as an independent local authority and not as a party to this MOU. Beam shall not have a right or claim against the Council in the Council's capacity as a party to this MOU as a result of any lawful action or decision made by the Council in the performance of its regulatory function. Any decision of the Council acting in its regulatory capacity shall not be construed as an approval of the Council as a party to this MOU or as a change unless otherwise expressly agreed.
- 12.5 Beam must comply with all applicable legislation and bylaws promulgated from time to time, and to the extent of any inconsistency, the legislation or bylaw prevails.

Execution

Signed by and on behalf of **Queenstown
Lakes District Council**

Authorised signatory

Signed for and on behalf of **Beam Mobility
New Zealand Limited**

Frederick Conquer

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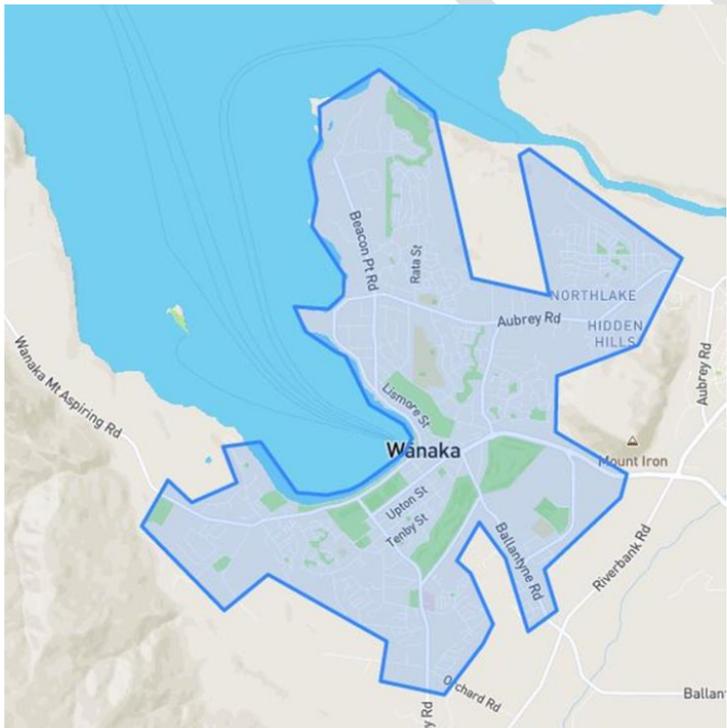
Appendix A: Areas of Operation

1. Queenstown and Frankton



2. Queenstown CBD
TBC

3. Wanaka



4. Wanaka CBD
TBC

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Appendix B: No Ride Zones

TBC

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Appendix C: Reduced Speed Areas



1. Queenstown



2. Wanaka

Appendix C: Reduced Speed Areas

TBC

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Appendix D: Operation and Parking KPIs

Operation and Parking KPIs

Condition	Minimum Response	Reporting Measure
Incorrectly parked or nuisance (i.e. where an e-Scooter is parked in an inappropriate location, but where it is not causing an unreasonable hazard)	Resolved within two hours of being notified during Beam's Hours of Operation	Total number of incorrect parking or nuisance reported per month, and number of resolutions within two hours of notification
Unsafe use of e-Scooter by user	Assist police with any information requested in relation to a user	Number of complaints reported per month How the complaint was resolved or if the complaint is unresolved, the expected date of resolution or reason why the matter is unresolved

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Appendix E: Safety and Maintenance KPI's

Safety and Maintenance KPIs

Condition	Minimum Response	Reporting Measure
Dangerous or hazardously places e-Scooters (e.g. on a roadway, up a tree etc)	Resolved within 2 hours of being notified during Beam's hours of operation	Total number of hazardously or dangerously placed e-Scooters reported per month and number of resolutions within 2 hours of notification
Unsafe or faulty e-Scooters	Deactivated immediately (upon verification)	Number of unsafe or faulty e-Scooters reported per month
Safety inspections	Must be visually inspected weekly, and a full service undertaken at least every month	Number of e-Scooters visually inspected, and number of e-Scooters fully serviced per month

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