

**DATED**

**2025**

**Memorandum of Understanding**

**Between**

**THE MAYOR AND COMMONALTY AND  
CITIZENS OF THE CITY OF LONDON**

**And**

**HUMAN FOREST LIMITED**

**Relating to a Hire Scheme to be provided by the Operator providing Operator Bicycles  
and allowing Users access to Operator Bicycle Hire within the Scheme Area**

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This **Memorandum of Understanding** is made the                      day of                      2025

Between:

(1) **THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON** of P O Box 270 Guildhall London EC2P 2EJ (the “**City Corporation**”); and

(2) **HUMAN FOREST LIMITED** (company registration number **12352698**) whose registered office is at 207-209 Southwark Bridge Road, London, England, SE1 0DN (the “**Operator**”);

each a “**Party**” and together the “**Parties**”.

## **1. PURPOSE & SCOPE**

- 1.1. The purpose of this Memorandum of Understanding (“**MoU**”) is to clearly identify the roles and responsibilities of each Party that relate to the on-going, non-exclusive partnership between them.
- 1.2. The City Corporation is the planning authority and the highway authority for the Scheme Area and agrees for the Operator to run the Scheme within the Scheme Area in accordance with the terms of this MoU.
- 1.3. The Operator owns and manages the Scheme and agrees to run the Scheme within the Scheme Area in accordance with the provisions of this MoU.
- 1.4. This MoU sets the terms and outlines the understanding between the Operator and the City Corporation for the operation of an Operator Bicycle sharing service that will be launched in the City Corporation’s local area as specified.

## **2. DEFINITIONS**

- 2.1. In this MoU the following words and expressions shall have the following meanings:

Additional Financial Contribution	means any additional Financial Contribution paid by the Operator to the City Corporation for the purpose of providing additional Physical Parking Bays;
Commencement Date	means the date of this MOU;
Danger	means risk of bodily harm or injury or damage to property or persons;
Fining Zones	means those areas marked on the plan at Figure 2 of Schedule 3 where Users will receive a fine and a warning for parking any Operator Bicycles and where the Operator

	shall remove any Operator Bicycles parked in a No Parking Zone in accordance with the timeframes at Paragraph 3 of Schedule 1, and which may be subject to change throughout the Scheme Period;
Financial Contribution	<p>means the sum of thirty-one thousand eight hundred and sixty POUNDS (£31,860) (excluding VAT) paid by the Operator to the City Corporation for the purpose of providing and operating the Physical Parking Bays and which may include but is not limited to:</p> <ul style="list-style-type: none"> <li>- The City Corporation's administrative, technical and supervisory costs;</li> <li>- Any costs for surveys, consultation and health and safety compliance;</li> <li>- the City Corporation's costs in carrying out all works to the highway necessary to provide the Physical Parking Bays;</li> <li>- the City Corporations costs of making and implementing any Traffic Orders;</li> <li>- the City Corporations costs in obtaining or attempting to obtain any other consents, licences, permissions or approvals as may be required for the purposes of carrying out the works required for providing the Physical Parking Bay;</li> <li>- Supplementing the implementation of the 2025/2026 Physical Parking Bay delivery programme, alongside the TfL Local Implementation Plan (LIP) funding (and subsequent years where necessary);</li> <li>- Ongoing maintenance and operation of the Physical Parking Bay network; and</li> <li>- Any other costs incurred by the City Corporation associated with the Physical Parking Bays;</li> </ul> <p>And which shall be calculated in accordance with the formula at paragraph 9 of this MoU;</p>
Implementation Funds	means such sum or sums received by City Corporation from Transport for London to be

	combined with the Financial Contribution and any Additional Financial Contribution and used towards the provision of the Physical Parking Bays;
Independent Data Controller	means an organisation or individual that determines, alone without joint control from others, the purposes and means of processing personal data;
Intellectual Property	means all intellectual property rights in information including without limitation copyrights, text, drawings and computer software, designs (whether registered or not) and rights in inventions including utility models and patents, applications thereof and extensions thereof;
Intellectual Property Rights	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
Licences	means the licences to be obtained by the City Corporation for the Physical Parking Bays;
No Parking Zone	means any area where a ride cannot be ended, and an Operator Bicycle cannot be locked and parked, as shown in Figure 2 of Schedule 3;
No Riding Zone	means any area where an Operator Bicycle loses power assist as shown in Figure 2 of Schedule 3;
Nuisance	means an act, omission, situation or practice that materially affects the reasonable comfort and convenience of the public;
Obstruction	means a situation arising from the deposit of an Operational Bicycle or Operation Bicycles

	(whether by reason of their position, their number, or otherwise) outside the Physical Parking Bays so as to adversely affect the free use of a highway (including a footway or a carriageway), or adversely affect the free use of any other public or private land (including river and park environments) without lawful authority or excuse;
Operational Zone(s)	means the areas within the City of London where the Operator allows Users to ride with power assist, as shown in Figure 1 of Schedule 3 as may be amended from time to time by the City Corporation;
Operator App	means the online application provided by the Operator for Users to book and access an Operator Bicycle;
Operator Bicycle/s	means dockless electric bicycle/s which meets/meet the Specifications set out in Schedule 2 of this MoU;
Physical Parking Bays	means the specific dockless bays approved and provided by the City Corporation, where Users can park an Operator Bicycle and end a ride, designated in the Operator App, and physically marked on the footway or carriageway;
Pricing Structure	means all payments, levies, fines, and charges paid by a User of the Scheme to the Operator;
Priority Removal Area	means the areas identified by the City Corporation and shown shaded red on Figure 4 at Schedule 3 where removal of parked Operator Bikes should be undertaken as a matter of urgency pursuant to the timeframes in Schedule 1 of this MoU and where Users who have parked an Operator Bicycle will receive a fine and warning;
Renewal Period	means an extension of the Scheme Period for a period agreed by the City Corporation;
Scheme	means a hire scheme to be provided by the Operator providing Operator Bicycles and allowing Users access to Operator Bicycle hire within the Scheme Area and which will be provided and managed in accordance with the terms of this MoU;

Scheme Area	means the Operational Zones designated by the City Corporation, shown on the Plan at Figure 1 of Schedule 3 and which is subject to change throughout the Scheme Period;
Scheme Period	means the twelve (12) month period starting on the date of this MoU and includes any approved Renewal Period(s);
Specifications	means the approved specifications that the Operator Bicycles must comply with to be used as part of the Scheme as set out in Schedule 2 of this MoU;
User/Users	means the members of public hiring Operator Bicycles in accordance with the Scheme;

- 2.2. A reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders.
- 2.3. The expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture.
- 2.4. In this MoU, unless otherwise stated: any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; a reference to writing or written includes email; and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 2.5. The Parties enter into this MoU in consideration of their respective rights and obligations, the sufficiency of which each Party confirms.
- 2.6. A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or



instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of this MoU.

- 2.7. A reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of this MoU.
- 2.8. Headings are included in this MoU for ease of reference only and do not affect the interpretation or construction of this MoU.
- 2.9. References to Clauses and Schedules are, unless otherwise provided, references to Clauses of, and schedules to, the MoU and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule.
  - 2.9.1. In the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:
    - 2.9.1.1. the conflicting part of the Schedule is explicitly expressed to take precedence; or
    - 2.9.1.2. the conflict is with a provision in Schedule 5 (Special Conditions of this MoU), in which case the provisions in Schedule 5 shall prevail.
- 2.10. The Schedules form part of this MoU and will have the same force and effect as if expressly set out in the body of the MoU.
- 2.11. Each Party must pay its own costs and expenses that it incurs in respect of the activities it carries out pursuant to this MoU, including the costs and expenses of preparing, negotiating and signing this MoU and any documents contemplated by it, whether or not the Scheme proceeds **FOR THE AVOIDANCE OF DOUBT** the Parties agree that the Financial Contribution shall be treated separately and shall not be reduced by any amount to cover any such costs and expenses payable by the Operator.
- 2.12. The relationship of the Parties under this MoU is that of independent entities. Neither Party is the employee, representative, agent, joint venturer or partner of the other Party for any

purpose. This MoU does not give a Party the authority to oblige or bind the other Party or to incur any liability on behalf of the other Party.

### **3. COMMENCEMENT AND DURATION**

- 3.1. This MoU shall come into effect on the Commencement Date and will continue in force for the duration of the Scheme Period unless terminated earlier in accordance with the terms of this MOU.
- 3.2. Subject to the provisions of Clause 22, at the end of the Scheme Period, the City Corporation shall have the option to extend this MoU in the form of an agreed Renewal Period.

### **4. THE SCHEME**

- 4.1. The Operator shall from the Commencement Date:
  - 4.1.1. provide the Scheme to the City Corporation in accordance with the terms of this MoU;
  - 4.1.2. provide Users access to Operator Bicycle hire within the Scheme Area;
  - 4.1.3. promote responsible and safe use of Operator Bicycles including the parking of Operator Bicycles within any of the Physical Parking Bays;
  - 4.1.4. make available to Users and keep up to date the Operator App;
  - 4.1.5. shall develop marketing strategies and campaigns to promote the Scheme; and
  - 4.1.6. shall comply with all lawful and reasonable directions of the City Corporation relating to the provision of the Scheme.
- 4.2. The Operator acknowledges that it has sufficient information about the City Corporation and the Specification and that it has made all appropriate and necessary enquiries to enable it to provide the Scheme in accordance with the MoU.
- 4.3. The Operator shall neither be entitled to any additional payment nor excused from any obligation or liability under this MoU due to any misinterpretation or misunderstanding by the Operator of any fact relating to the Specification or otherwise to this MoU.
- 4.4. The Operator shall provide the Scheme:
  - 4.4.1. with the highest degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced operators providing schemes of a similar scope, type and complexity to the Scheme and with sufficient resources including project management resources;
  - 4.4.2. in conformance in all respects with Schedules 1 to 6 of this MoU, and so that they fulfil the purpose indicated by or to be reasonably inferred from Schedules 1 to 6 of this MoU; and
  - 4.4.3. in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being including taking all necessary steps to prevent obstructions and visual clutter and in an economic and efficient manner.
- 4.5. The Operator shall ensure that the Scheme is properly managed and monitored and shall immediately inform the City Corporation if any aspect of the MoU is not being or is unable

to be performed providing details and evidence showing why it is not being or is unable to be performed and what steps have been taken to resolve issues.

a. .

- 4.6. Throughout the Scheme Period the Operator shall, when required, give to the City Corporation such written or oral advice or information regarding the Scheme as the City Corporation may reasonably require and the Operator shall comply with the reporting provisions of Schedule 4.
- 4.7. The Operator agrees to Operate the Scheme in accordance with the terms of this Mou, any conditions attached to Licences and the Code **FOR THE AVOIDANCE OF DOUBT** this MoU is entered into by the Operator without prejudice to the requirement for the Operator

to comply with all applicable laws including those governing interference with free passage on public highway.

## **5. PERMITTED USE**

5.1. The City Corporation grants the Operator the right to:

- 5.1.1. operate the Scheme within the Scheme Area for the duration of the Scheme Period in accordance with the terms of this MoU;
  - 5.1.2. permit the use of its Operator Bicycles by Users on the public highway within the Operator Zones; and
  - 5.1.3. permit Operator Bicycles to be parked on the public highway only within the Physical Parking Bays for the duration of the Scheme Period subject to the terms of this MoU and any conditions as may be attached to the Licences.
- 5.2. The City Corporation holds the right to request any Physical Parking Bays to be closed during the Scheme Period, with at least twenty-four (24) hours' notice, save for in the case of emergency where closure may take place without prior notice.

## **6. BAY DEPLOYMENT**

- 6.1. Subject to the receipt by the City Corporation of the Financial Contribution and any Additional Financial Contribution (pursuant to Clause 9) and the Implementation Funds, the City Corporation commits to creating Physical Parking Bays in the Scheme Area.
- 6.2. The City Corporation will carry out a review of Physical Parking Bay capacity within the Scheme Area on an at least annual basis and will have due regard to any comments from the Operator on demand for Physical Parking Bays.
- 6.3. The City Corporation shall not be required to incorporate any comments of the Operator which, in its reasonable opinion, would compromise the exercise of any statutory duty or power to which it is subject or on grounds which the City Corporation considers reasonable.
- 6.4. Following completion of the review in Clause 6.2, the City Corporation will agree with the Operator the number of Physical Parking Bays to be created.
- 6.5. The City Corporation shall not be obliged to provide a number of Physical Parking Bays where the cost of providing such bays exceeds the Financial Contribution, Additional Financial Contribution (where applicable) and the Implementation Funds.
- 6.6. As soon as reasonably practicable following receipt of the Financial Contribution, the Additional Financial Contribution (where applicable) and the Implementation Funds, the City

Corporation shall obtain the required Licences for the Physical Parking Bays and carry out the works to the highway to create the Physical Parking Bays at the cost of the Operator.

- 6.7. Where Physical Parking Bays are provided in accordance with this Clause 6, the Operator must adhere to the terms and provisions of Schedule 1 for the Scheme Period.

b.

## **7. PRINCIPLES OF COLLABORATION**

- 7.1. The Parties will act in good faith to support achievement of the principles of collaboration set out in this clause 7.

- 7.2. The Parties agree:

- 7.2.1. where any agreement, approval, consent, confirmation, comment or expression of satisfaction is required from either Party under the terms of this MoU such agreement, approval, consent, confirmation, comment or expression of satisfaction shall not be unreasonably withheld or delayed;

- 7.2.2. to work together to identify designated Physical Parking Bays;

- 7.2.3. to meet quarterly (unless otherwise agreed between the Parties) to discuss:

- a. the progress of the Scheme;
- b. share relevant data;
- c. demand for Operator Bikes and/or Physical Parking Bays;
- d. any enforcement and compliance issues;
- e. conflict of interests;
- f. reviews of the Scheme including Physical Parking Bays; and
- g. agree improvements and/or amendments to the Scheme including Operational Zones, and Priority Removal Areas;

- 7.3. Either Party can request interim or additional meetings to discuss any of the points in clause 7.2.3 or where urgent matters arise.

- 7.4. The Operator shall use reasonable endeavours to collaborate with other dockless bike operators in the Scheme Area. This shall include, but is not limited to, ensuring that Operator Bicycles are parked correctly in Physical Parking Bays, implementing joint training and/or

awareness events, safety related media campaigns and major event or incident management.

- 7.5. The Parties agree to undertake engagement with local businesses, private landowners and communities within the Scheme Area and who may be affected by the Scheme throughout the Scheme Period and provide a means of contact to raise issues, complaints or concerns.

c.

## **8. PRICING STRUCTURE**

- 8.1. The Operator shall set the Pricing Structure offered to Users and share this with the City Corporation.
- 8.2. The Operator shall, except where it offers a subscription service to its Users (i.e. a monthly pass with, for example, unlimited unlocks and/or free minutes, known as an 'Operator Pass'), charge its Users on a timed basis in blocks of no less than one (1) minute.
- 8.3. The Operator's Pricing Structure including any discounts available to identified groups/workplaces shall be transparent and easily accessible to Users.
- 8.4. The City Corporation shall include a link to the Operator's website and its pricing on its own website and social media channels as soon as possible after the Commencement Date.
- 8.5. The City Corporation, and any other relevant government stakeholders, may exhibit the Pricing Structure on their websites and within their marketing material.
- 8.6. Penalties and fines levied by the Operator on Users who engage in high risk and anti-social behaviour shall be fair and reasonable and shall be outlined in the Operator's terms and conditions. Penalties such as a warning notification, a temporary block on the account, a fine, or a ban, shall be given to Users who engage in high risk and anti-social behaviours, where any of the following undesirable behaviours occur:
- 8.6.1. parking an Operator Bicycle within a No Parking Zone;
- 8.6.2. parking an Operator Bicycle in a Priority Removal Zone;
- 8.6.3. parking an Operator Bicycle outside of a Physical Parking Bays;
- 8.6.4. riding an Operator Bicycle into a No Riding Zone;
- 8.6.5. riding an Operator Bicycle or the use of an Operator Bicycle by more than one person at a time, termed "**Double Riding**" in the Operator's User terms and conditions of use.

## **9. FINANCIAL CONTRIBUTIONS**

- 9.1. Within thirty (30) days following receipt for the same, the Operator shall pay to the City Corporation:
- (a) The Financial Contribution; and
- (b) The Additional Financial Contribution (if applicable);

- 9.2. The Financial Contribution and Additional Financial Contribution (if applicable) paid by the Operator shall be ringfenced by the City Corporation and only used for the purpose for which it was paid under the terms of this MOU. .

d.

- 9.3. The Financial Contribution shall be paid to the City Corporation by the Operator annually during the term of the Scheme.

- 9.4. The Financial Contribution will be calculated in accordance with the following formula:

$$\text{Financial Contribution} = P \times N$$

Where:

'P' is the cost per Physical Parking Bay, being a sum set by the City Corporation and reviewed annually and may be amended where necessary. At the date of this MoU the cost per Physical Parking Bay is two hundred and ninety-five pounds (£295) (excluding VAT).

'N' is the number of Physical Parking Bays within the Scheme area

- 9.5. The cost per Physical Parking Bay as provided for at clause 9.4 above shall be reviewed and updated on an annual basis.

- 9.6. If practicable, the City Corporation may agree with the Operator a fee structure based on utilisation rates and other trip data provided by the Operator to the City Corporation in accordance with this MOU ("the **Fee Structure**") to be reviewed annually and amended (where necessary) by the City Corporation.

- 9.7. Any Fee Structure agreed pursuant to clause 9.6 shall be used to set the cost per Physical Parking Bay.

## **10. WARRANTIES & OBLIGATIONS**

- 10.1. Except as expressly stated in this MoU, all warranties, and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

- 10.2. Subject to Clause 11, the Operator's liability under or in connection with this MoU (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be limited to the Financial Contribution, Additional Financial Contribution (if applicable)\_paid by the Operator to the

City Corporation under this MoU during the twelve (12) months preceding the date of the claim.

- 10.3. Subject to Clause 11, neither Party shall be liable for any consequential, indirect or special loss.

## **11. INSURANCE & LIABILITY**

- 11.1. During this MoU the Operator shall maintain in force public liability insurance at all times with a minimum value of £5,000,000.
- 11.2. Notwithstanding any other provision of this MoU, the liability of the Parties shall not be limited in any way in respect of the following:
- 11.2.1. death or personal injury caused by negligence;
  - 11.2.2. fraud or fraudulent misrepresentation; and
  - 11.2.3. any other losses which cannot be excluded or limited by applicable law.

## **12. DATA PROTECTION**

- 12.1. In its performance of this MoU each Party as an Independent Data Controller must comply with all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 and, from when the UK General Data Protection Regulation ("**Data Protection Legislation**").
- 12.2. The Operator is an Independent Data Controller for any processing of personal data that is necessary to operate the Scheme and will comply with the provisions of Schedule 6. This includes, but is not limited to, activities required for the management administration and delivery of the Scheme.
- 12.3. The City Corporation will not process any personal data associated with the Scheme, however the Operator shall provide the City Corporation with anonymised ridership data concerning the Scheme through its data insights dashboard ("**Ridership Data**") exclusively for the internal non-commercial use of the City Corporation to track the success of the Scheme ("**Purpose**").
- 12.4. In the event of a personal data breach involving the Scheme, the Operator will be responsible for managing the breach in accordance with the Data Protection Legislation. The Operator shall notify the City Corporation only if the breach has a potential impact on the City Corporation's interests in relation to the Scheme.
- 12.5. As between the Parties, the Ridership Data remains the sole and exclusive property of the Operator. The City Corporation shall not use the Ridership Data for any purpose other than



the Purpose and shall not share or make available the Ridership Data with any third parties, except London Councils without the prior written consent of the Operator.

- 12.6. Any data shared with London Councils or a third party will be subject to a data sharing agreement.

### **13. PROPRIETARY RIGHTS**

- 13.1. This MoU does not grant the City Corporation any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the systems or technologies used by the Operator to deliver the Scheme (including the Ridership Data).

### **14. SUB-CONTRACTING AND CHANGE OF OWNERSHIP**

- 14.1. The Operator shall not assign or sub-contract all or any part of the Scheme without the prior written consent of the City Corporation, such consent not to be unreasonably withheld or delayed, and which may be subject to such conditions as the City Corporation sees fit.
- 14.2. Where the Operator sub-contracts all or any part of the Scheme to any person, the Operator shall:
- 14.2.1. ensure that such sub-contractor is obliged to comply with all of the obligations and duties of the Operator under the MoU insofar as they relate to the Scheme or part of it (as the case may be) which that sub-contractor is required to provide;
  - 14.2.2. be responsible for any payments to that person;
  - 14.2.3. remain solely responsible and liable to the City Corporation for any breach of the MoU or any performance, non-performance, part-performance or delay in performance of any of the services provided under the Scheme by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Operator;
  - 14.2.4. on or before the Commencement Date, notify the City Corporation in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Operator to the City Corporation under the MoU;
  - 14.2.5. promptly notify the City Corporation in writing of any change to the information and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Commencement Date;
  - 14.2.6. without prejudice to the provisions of Clause 11, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;
  - 14.2.7. include a term in each sub-contract (of any tier):
    - 14.2.7.1. requiring payment to be made by the Operator or (in respect of a sub-contract below the first tier) the payer under the relevant subcontract, to the sub-contractor within

a specified period not exceeding thirty (30) days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements; and

- 14.2.7.2. a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Operator, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements.

14.3. The Operator shall give notice to the City Corporation within ten (10) days where:

- 14.3.1. there is any change in the ownership of the Operator where such change relates to fifty percent (50%) or more of the issued share capital of the Operator; and
- 14.3.2. there is any change in the ownership of the holding company where such change relates to fifty percent (50%) or more of the issued share capital of the holding company; and
- 14.3.3. (in the case of an unincorporated Operator) give notice to the City Corporation if there is any change in the management personnel of the Operator, which alone or taken with any other change in management personnel not previously notified to the City Corporation, equates to a change in the identity of fifty percent (50%) or more of the management personnel of the Operator.

## **15. CONFLICT OF INTEREST**

- 15.1. The Operator warrants that it does not and will not have at the Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Scheme or any member of the City Corporation, save to the extent fully disclosed to and approved by the City Corporation.
- 15.2. The Operator shall check for any conflict of interest at regular intervals throughout the Scheme Period and in any event not less than once in every six (6) months and shall notify the City Corporation in writing immediately upon becoming aware of any actual or potential conflict of interest with the Scheme or any member of the City Corporation and shall work with the City Corporation to do whatever is necessary (including the separation of staff working on, and data relating to, the Scheme from the matter in question) to manage such conflict to the City Corporation's satisfaction, provided that, where the City Corporation is not so satisfied, it may terminate this MoU in accordance with Clause 21.
- 15.3. The City Corporation may request the Operator to carry out checks under Clause 15.2 where it believes that a conflict of interest may have arisen and the Operator will provide the City Corporation with a written update within thirty (30) days of receipt of any request.

## **16. CONFIDENTIAL INFORMATION**

- 16.1. In this MoU, "**Confidential Information**" means all non-public or proprietary information relating to the business, corporate, legal and financial affairs, pricing, technology, know-how, processes, intellectual property rights, products, employees or customers of a party,

including the existence and contents of this MoU, the content and outcome of the discussions and negotiations, and all outputs arising out of or in connection with this MoU, (regardless of the form of disclosure or the medium used to store it) and whether exchanged, disclosed or learnt before, on or after the Commencement Date, but excluding information that:

- e. (a) is in or becomes part of the public domain other than through breach of this MoU or breach of an obligation of confidence one party owes to the other party;
- f. (b) a party can prove by contemporaneous written documentation was already known to it at the time of disclosure by the other party; or
- g. (c) a party learns from a third party under no duty of confidence.

16.2. A Party must keep secret and not disclose the other Party's Confidential Information except in accordance with this Clause 16 and must take all steps and do all such things as may be necessary or prudent to secure and protect the confidentiality of the Confidential Information of the other Party.

16.3. Each Party must only use Confidential Information:

16.3.1. for the performance of its obligations, or as otherwise permitted, under this MoU and for no other reason; or

16.3.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided it notifies the disclosing Party as soon as possible of its intent to do so and assists the disclosing party in seeking to prevent or minimise such disclosure.

16.4. A Party may disclose the other Party's Confidential Information to its employees, advisers and representatives who need to know the other Party's Confidential Information for the purpose described in Clause 16.3, provided it ensures that each of its employees, advisers, and representatives to whom Confidential Information is disclosed is aware of its confidential nature and complies with the obligations of confidentiality set out in this Clause 16 as if they were a Party to this MoU.

16.5. Each Party must return the other Party's Confidential Information on request or termination of this MoU, whichever is the earlier.

16.6. Each Party's obligations under this Clause 16 survive for a period of five (5) years following termination or expiry of this MoU.

## **17. FREEDOM OF INFORMATION**

17.1. It is acknowledged that the City Corporation may have obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (SI 2004/3391) (the "**Acts**") to disclose information related to this MoU, or any other related information it holds, to anyone who makes a valid request pursuant to the Acts.

17.2. The City Corporation where possible shall utilise any available and properly applicable exemptions under the Acts to limit as much as possible the information it discloses

pertaining to the Scheme or this MoU (in particular any Confidential Information pertaining to the Operator) which the Operator does not consent to disclose.

- 17.3. The City Corporation shall notify the Operator without delay if it receives a request for information identified in Clause 17.1 and provide the Operator with details of the City Corporation's proposed response. The City Corporation shall consider any comments or concerns the Operator may have with a request before disclosing any information pertaining to the Operator or the Scheme and the Operator shall co-operate with the City Corporation in providing any information as may be necessary to support reliance on any exemption.

## **18. ANTI-BRIBERY**

- 18.1. Each Party shall at all times comply with their respective obligations under all applicable laws relating to anti-bribery and anti-corruption, including the UK Bribery Act 2010.

## **19. MARKETING AND PUBLICITY**

- 19.1. The Parties shall liaise with each other in relation to any press releases, launch events, and communication, to support the promotion of, and positive engagement with the public for, the Scheme and will duly consider any feedback and comment from either Party.
- 19.2. The Operator may promote the Scheme on its website and marketing and promotional events and materials, and the Operator is permitted to use the City Corporation 's logo and/or trade mark for this purpose provided that prior to any use the Operator informs the

City Corporation of any material promotional initiatives or events and duly considers any feedback from the City Corporation in relation to such initiatives or events.

- 19.3. The Operator will remove any City Corporation logo and/ or trademark from its website and all marketing within ten (10) days of receipt of any requested to do so from the City Corporation and where this MoU is terminated under Clause 21.

## **20. ENVIRONMENTAL AND SOCIAL RESPONSIBILITY REQUIREMENTS**

- 20.1. The Operator must take reasonable steps to minimise the environmental impact of all aspects of its operations relating to the Scheme, including:
- 20.1.1. Ensuring that Operator Bicycles are designed, manufactured, maintained and disposed of (if necessary) in a manner which adheres to circular economy principles and ensures a low lifecycle environmental impact;
  - 20.1.2. Ensuring that Operator Bicycles are maintained using processes that extend the durability and lifespan of the Operator Bicycle and ensure the safe and legally compliant repurposing or disposal of batteries;
  - 20.1.3. Minimising waste generated in the course of delivering the service by implementing the waste hierarchy and circular economy principles;
  - 20.1.4. Ensuring that redistribution processes are conducted in as environmentally friendly manner as possible, with particular regard to the vehicles and methods used for redistribution and the time of day it is conducted at; and
  - 20.1.5. Minimising energy consumption and using renewable sources for Operator Bicycle recharging and other purposes where possible.
- 20.2. Any motor vehicles used for collection and distribution activities must, as a minimum, be ULEZ compliant and the Operator will use reasonable endeavour to use zero emission or non-motor vehicle methods wherever possible...
- 20.3. The Operator must ensure that Operator Bicycles do not cause damage to, or pollution of, waterways or water courses including rivers, canals, lakes and ponds, as well as other particularly environmentally sensitive sites. Serious environmental breaches may be considered a breach of MoU, for which the Operator may lose its permission to operate in the City Corporation.
- 20.4. The Operator are encouraged to set out how they will fulfil the above requirements in an environmental management plan. Any such plan should be made available to the City Corporation upon reasonable request and should include identification of the key environmental risks associated with the provision of the service, any mitigation measures that will be used to remove or minimise any adverse impacts, and also how the Operator

will report on environmental performance. The Operator are also encouraged to improve their environmental performance throughout the Scheme.

## **21. TERMINATION**

21.1. Without affecting any other right or remedy available to it, either Party may terminate this MoU:

21.1.1. with immediate effect by giving written notice to the other Party if the other Party commits a material breach of any term of this MoU which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or

21.1.2. with immediate effect by giving written notice to the other Party if the other Party's financial position deteriorates to such an extent that in the terminating Party's opinion the other Party's capability to adequately fulfil its obligations under the MoU has been placed in jeopardy; or

21.1.3. with immediate effect by giving written notice to the other Party to allow the terminating Party to enter into any joint-borough dockless bike scheme; or

21.1.4. with at least ninety (90) days prior written notice before the end of the Scheme Period or any Renewal Period, in which case this MoU shall terminate upon the expiry of the applicable Scheme Period or Renewal Period; or

21.1.5. in accordance with Clauses **Error! Reference source not found..**

21.2. The Operator shall collaborate with the City Corporation to inform Users and members of the public in the event that this MoU is terminated.

21.3. On termination of this MoU:

21.3.1. each Party shall promptly return to the other any property of the other within its possession or control; and

21.3.2. the provisions of this MoU which are intended (whether expressly or impliedly) to survive termination of this MoU shall survive and remain in full force effect.

21.4. Any termination of this MoU shall be without prejudice to any other rights or remedies either Party may be entitled to under this MoU or by law.

21.5. Neither Party shall be in breach of this MoU nor liable for delay in performing, or failure to perform, any of its obligations under this MoU if such delay or failure result from events, circumstances or causes beyond its reasonable control.

21.6. In such circumstances set out in clause 21.5, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for

two (2) months, the Party not affected may terminate this MoU by giving thirty (30) days' written notice to the affected Party.

## **22. NOTICES**

- 22.1. Any notice, demand, consent, approval or other communication given or made under or in connection with this MoU other than court proceedings ("**Notice**") shall be in writing; and by pre-paid first-class post to the addressee's address set out at the beginning of this MoU unless the Party notifies a change of contact details in accordance with this section, in which case the Notice must be sent to the updated address, (as applicable).
- 22.2. A Notice is deemed to have been received if sent by pre-paid first-class post, at on the second business day after posting.

## **23. POWERS OF THE CITY CORPORATION AND GOVERNING LAW**

- 23.1. Notwithstanding anything to the contrary in this MoU, the City Corporation's discretion in carrying out its statutory duties shall not be fettered or otherwise constrained or affected by any provision of the MoU.
- 23.2. This MoU does not confer any rights on any person or party (other than the Parties to this MoU and, where applicable, their successors and permitted assigns) pursuant to the MoUs (Rights of Third Parties) Act 1999.
- 23.3. The MoU constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous MoUs, agreements, representations, warranties, or understandings between the parties in connection with the subject matter.
- 23.4. Neither Party has relied on, or has any remedies in respect of, any statement, term, condition, or warranty that is not set out in this MoU. Nothing in this section operates to limit or exclude any liability for fraud.
- 23.5. This MoU may only be amended or varied by MoU in writing between the authorised representatives of the Parties.
- 23.6. This MoU may be executed in counterparts including PDF and other electronic copies. All executed counterparts constitute one document. Each Party may execute this MoU by any form of electronic signature. An electronic signature is conclusive evidence of a Party's intention to be bound by this MoU and has the same legal validity and enforceability as a wet ink signature for all purposes.

## **24. DISPUTE RESOLUTION**

- 24.1. This MoU and any dispute or claim (including non-agreement disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales and the Parties agree to submit to the jurisdiction of the English courts with regard to any dispute relating to it.
- 24.2. If any issue, disagreement, claim, difference of opinion, or dispute arises between the parties out of or in connection with the Scheme or this MoU ("**Dispute**"), the Parties must

exhaust the process set out in this clause 24 before commencing court proceedings in relation to the Dispute save where an application for injunctive relief is required to protect the intellectual property or confidential information of either Party:

- 24.2.1. that Party shall notify the other Party of the Dispute setting out its nature and particulars;
  - 24.2.2. the Operator representative and the City Corporation representative shall promptly engage with a view to resolving the issue; and
  - 24.2.3. if the matter cannot be resolved within a reasonable amount of time, the matter may be escalated to a senior executive within each of the Parties with authority to resolve the Dispute who will meet as often as necessary in their reasonable judgment and seek to negotiate a resolution to the Dispute. The senior executives will mutually determine the format for such discussions.
- 24.3. If either Party receives any formal inquiry, complaint, claim, or threat of action from a third party in relation to the Scheme, the matter shall be promptly referred to the representative of each Party.

This MoU has been entered into on the date stated at the beginning of it.

Signature:

Signature:

Print Name:

Print Name:

Job Title:

Job Title:

Date:

Date:

Authorised  
signatory on  
behalf of The  
City Corporation

Authorised  
signatory on  
behalf of The  
Operator



## **SCHEDULE 1**

### **SCHEME MANAGEMENT**

- 1.1. The Operator commits to and agrees with the Scheme management terms set out in this Schedule 1.
- 1.2. A material and/or repeated failure to comply with the Scheme management terms following written notice by the City Corporation will result in the removal of permission to operate and potentially forcible removal of Operator Bicycles from the Scheme Area, if the Operator has not resolved any alleged failure to comply, and provided sufficient evidence of resolution, within forty-eight (48) hours of receiving such a written notice.

#### **2. Operator Bicycle Parking**

- 2.1. The Operator, in partnership with the City Corporation, will introduce No-Parking Zones covering the entire borough apart from the agreed Physical Parking Bays. No Parking Zones may be revised, as new parking locations are added, with permission from the City Corporation.
- 2.2. The Operator shall implement reasonable processes to ensure that:
  - 2.2.1. No Parking Zones and Physical Parking Bays are advertised to its Users;
  - 2.2.2. Users are told that they will be fined if they end a ride within a No Parking Zone; and
  - 2.2.3. Appropriate fines, warnings, temporary bans and removal of Operator Bikes are implemented within reasonable timeframes to ensure compliance by Users. Operators agree to issue warnings and fines and report on the number and level of fines as per the reporting timetable in Schedule 4.
- 2.3. Operator Bicycles must not be parked outside of the Physical Parking Bays, unless authorised by the City Corporation. To achieve this, the Operator must:
  - 2.3.1. expressly state on the Operator App and any Operator website that Operator Bikes must only be parked in the Physical Parking Bays and set out the fines that will apply to any breach of use;
  - 2.3.2. implement warnings to each User who does not comply with these parking arrangements;
  - 2.3.3. impose appropriate and reasonable fines for Users who park Operator Bicycle outside of the Physical Parking Bays;
  - 2.3.4. implement appropriate processes and channels to enable Users and members of the public to easily report Operator Bicycles that are parked outside of the Physical Parking

Bays, that are considered to be causing a Danger, Nuisance or Obstruction and/or any issues with finding Physical Parking Bays that have capacity; and

- 2.3.5. remove any Operator Bicycle parked outside of a Physical Parking Bay and relocate it to the nearest Physical Parking Bay which has capacity pursuant to the timeframes set out in paragraph 3.1 below.

### 3. Operator Bicycle Removal

- 3.1. Any Operator Bicycle parked outside the agreed Physical Parking Bays will be non-compliant, and the Operator must ensure removal of any such Operator Bicycle within the timeframes specified below:
  - 3.1.1. If parked outside an agreed Physical Parking Bay, and/or if parked in a way that causes an Obstruction, the Operator shall complete removal within:
    - a) ninety (90) minutes on Monday to Fridays between the hours of 06:00 and 21:00 from receipt of notification; and
    - b) four (4) hours at any other time from receipt of notification.
  - 3.1.2. If parked in a Priority Removal Area as shown in Figure 4 of Schedule 3, the Operator shall complete removal within ninety (90) minutes from receipt of notification;
  - 3.1.3. If parked in a way (whether inside of a Physical Parking Bay or not) that causes a Danger the Operator shall complete removal within ninety (90) minutes from receipt of notification or within the City Corporation's emergency response time, whichever is the quickest.
  - 3.1.4. If an Operator Bicycle(s) is causing an immediate Danger, or in emergency circumstances, removal will be completed by the City Corporation or Police without prior notice.
  - 3.1.5. On reasonable notice of an event taking place in the Scheme Area, where Physical Parking Bays are required to be closed, and / or Operational Bikes are required to be removed from the highway (whether the carriageway or the footway) such closure and removal will be completed at least six (6) hours prior to the commence of such event. Any Operational Bicycles remaining on the highway may be removed by the City Corporation or the Police without prior warning.
- 3.2. The Operator will be liable for all associated costs for any removal that takes place as a result of the circumstances set out in this paragraph 3. Such costs to include but are not limited to, officer time and storage charges.

### 4. Operator Bicycle Redistribution

- 4.1. The City Corporation shall agree the maximum permitted fleet size (the “**Maximum Fleet**”) to be operating within the Scheme Area at any one time, based on the number of existing Physical Parking Bays split evenly between Operators, and the Operator will not exceed the Maximum Fleet without prior written agreement from the City Corporation. Number Physical Parking bays and Maximum Fleet Size set out in Schedule 3.
- 4.2. The Operator shall ensure it carries out robust monitoring of the number of Operational Bicycles within the Scheme Area at any given time and implement removal and redistribution processes of Operational Bicycles to ensure that the number does not exceed the Maximum Fleet. Such removal or redistribution shall be completed within:
- a) ninety (90) minutes on Monday to Fridays between the hours of 06:00 and 21:00 from receipt of notification; and
  - b) four (4) hours at any other time from receipt of notification.
- 4.3. The Operator will not be permitted to increase the deployed fleet without formal written agreement from the City Corporation. Potential fleet increases should be considered in monthly meetings between the City Corporation and the Operator, to be considered against the following criteria, as well as any relevant seasonal or local conditions: A utilisation rate of over one (1) ride per Operator Bicycle per day is recommended before fleet increases.
- 4.4. Availability: the active fleet should have a weekly average of ninety percent (90%) availability before fleet increases.
- 4.5. Parking compliance: parking compliance should be above ninety percent (90%) for fleet increases to be considered. Parking compliance should be self-monitored by the Operator and reported to the City Corporation monthly.
- 4.6. The Operator will seek to maintain a balanced distribution of Operator Bicycles across the Scheme Area and within Operational Zones, ensuring no location is oversupplied with or undersupplied with Operator Bicycles.
- 4.7. The Operator will take reasonable measures to minimise their own safety, environmental, and congestion impacts associated with collection and redistribution of Operator Bicycles (e.g., use of all-electric vans and avoiding peak times where possible).
- 4.8. Where possible, the Operator should consider working other dockless bike hire operators together to coordinate distribution and operational activity to minimise their wider impacts on safety, the environment, and congestion.
- 4.9. The City Corporation may identify specific “**Priority Areas**” in collaboration with the Operator, where a minimum number of Operator Bicycles must be guaranteed to be available between 0630 – 1900 hours Monday to Friday.

- 4.10. Priority Areas may be introduced and/or revised throughout the Scheme Period, as agreed between the Operator and the City Corporation.
- 4.11. Where Priority Areas are agreed and introduced, it is the responsibility of the Operator to monitor the number of Operator Bicycles in a Priority Area, and to alert the City Corporation should this number fall below the guaranteed minimum.
- 4.12. Should the number of Operator Bicycles in a Priority Area fall below the guaranteed minimum, the Operator must seek to redistribute Operator Bicycles to the area and meet the requirements within twelve (12) hours.
- 4.13. The City Corporation may introduce or revise any No Riding Zones in the Scheme Area at any point throughout the Scheme Period.
- 4.14. The Operator must have automatic, location-based deactivation capabilities which safely cuts power to the electric motor when an Operator Bicycle is taken into a No Riding Zone and will not reactivate until the Operator Bicycle is taken back into the Operational Zone. The Operator must have a mechanism in place to explain to Users why this has occurred and how the situation can be rectified.
- 4.15. The City Corporation must allow at least forty-eight (48) hours for the Operator to make changes to any No Riding Zones, No Parking Zones, Priority Removal Zones or Priority Areas.

## 5. Operator Bicycle Servicing and Maintenance

- 5.1. The Operator must ensure that all Operator Bicycles (both individual parts and the Operator Bicycle as a whole) made available to Users are maintained to ensure they are safe to operate, in good working order, are adequately charged and cleaned regularly.
- 5.2. Operator Bicycles are to be serviced in the Operator's service centre and service records will be maintained for all works.
- 5.3. All Operator Bicycles will be serviced to the Operator's standard maintenance procedure and must be maintained in a roadworthy and safe condition at all times.
- 5.4. Maintenance regimes must include:
  - 5.4.1. Spot checking after every battery change to ensure Operator Bicycles are safe for use;
  - 5.4.2. Regular and pro-active inspection for wear and tear, and stress-based damage that could lead to failure, consistent with or exceeding manufacturer's maintenance recommendations, and associated record keeping which must be made available to the City Corporation upon request; and

5.4.3. A strategy and process for maintaining and disposing of electric batteries.

- 5.5. Operator Bicycles that are not operable or are unsafe for any reason must be made unavailable for hire as soon as possible and removed from the highway as soon as possible and in any event within twelve (12) hours from the time of receipt of notification.
- 5.6. If an Operator Bicycle has insufficient battery power, communications failure, other systems and software failures, unhygienic cleanliness, vandalism, or been involved in a collision or user injury, it will be made unavailable for hire as soon as possible and removed as soon as possible from the highway and in any event within twelve (12) hours from the time of receipt of notification.
- 5.7. Operator Bicycles in any of the conditions set out in paragraphs 5.5. and 5.6 must be repaired to Specifications in Schedule 2 before returning to operation.
- 5.8. Failure to remove an Operator Bicycle within the timeframes specified in paragraphs 5.5 and 5.6 may result in its removal by the City Corporation or Police, in which case the Operator will be liable for the cost of removal and storage.

## 6. Customer Service, Engagement, and Education

- 6.1. The Operator will provide a 24/7 call centre for customer contact by which means Users and the public can report issues through the app, by email or by phone.
- 6.2. The Operator will provide the City Corporation a 24/7 contact number to use to report Operational Bikes that are causing a Nuisance, Obstruction or Danger or which require removal for any other purpose set out in this MoU.
- 6.3. The Operator will make easily available comprehensive and clear training to Users on how to ride Operator Bicycles safely and considerately. This information must, as a minimum, cover:
  - 6.3.1. Which parts of the carriageway, cycle paths, and shared use paths Operator Bicycles can be used on, with absolute clarity provided as to the prohibition of riding Operator Bicycles on the footway;
  - 6.3.2. Where Operator Bicycles can and cannot be ridden, including the different types of areas relevant to Users (including No Riding and No Parking Zones), and the implications of entering each area. These areas, along with designated Physical Parking Locations will need to be communicated clearly to Users on a map throughout the Scheme Period. This may include warnings following the inappropriate use of an Operator Bicycle;
  - 6.3.3. How to ride and operate an Operator Bicycle safely, in a way that is considerate to other riders and road users, for instance by including basic elements of the highway code (e.g., avoiding vehicle blind spots); and

- 6.3.4. Where and how to safely park an Operator Bicycle without causing obstruction, including elements of disability awareness training to ensure Users are aware of the possible implications of poorly parked Operator Bicycles. This should include push messaging when a User ends a ride.
- 6.4. The Operator will provide Users with real-time display of available Physical Parking Bays for an Operator Bicycle in the Operator app.

## 7. Operator Bicycle Safety

- 7.1. Where an Operator Bicycle is involved in a collision, the Operator will ensure, that it is serviced and (where required) repaired before being made available for hire.
- 7.2. In the event of a serious (immediate notifiable) incident the Operator is to notify the City Corporation and the Police as soon as practically possible but within ten (10) minutes of receipt of an incident report, once not impacting ability to first implement any safety actions.
- 7.3. In the event of a minor (non-immediate notifiable) incident/damage the Operator is to notify the City Corporation at monthly meetings in a standard format.
- 7.4. The Operator must have strategies in place to minimise high-risk behaviours, including but not limited to:
  - 7.4.1. Intoxicated riders (including both drugs and alcohol);
  - 7.4.2. Use of mobile phones and other technology while riding;
  - 7.4.3. Use at night and associated reductions in visibility;
  - 7.4.4. Multiple riders on one Operator Bicycle; and
  - 7.4.5. Use by unauthorised, including underage (under 16) persons.
- 7.5. The Operator will act where it is aware of Users who repeatedly exhibit high-risk behaviours pursuant to paragraph 7.4 or use Operator Bicycles in a way that is dangerous or illegal by way of issuing fines, warnings or banning or suspending Users.
- 7.6. The Operator must maintain a record of Users barred from its service, and this shall be made available to the Police if relevant to any investigation.
- 7.7. The Operator will take full responsibility for managing any issues of theft, vandalism, and recovery of abandoned Operator Bicycles.
- 7.8. The Operator will be liable for any costs associated with Operator Bicycles that are removed and/or stored by the City Corporation or the Police.

## **SCHEDULE 2**

### **VEHICLE SPECIFICATIONS**

- a. Operator Bicycles shall have the following specifications:
  - i. integrated tracking devices;
  - ii. unique identification number;
  - iii. dual hand operator braking systems;
  - iv. on-street battery swapping;
  - v. dynamos and/or front and rear lights;
  - vi. adjustable seats; and
  - vii. mud guards.
- b. Operator Bicycles will:
  - i. conform to European Standard ISO 4210:2014;
  - ii. be maintained using sustainable principles of repair and reuse;
  - iii. be regularly serviced/spot checked to ensure the Operator Bicycles are safe for use. Servicing and spot checks must take place every time the Operator Bicycles are collected or recharged, as well as by our COVID-19 prevention teams; and
  - iv. provide Users with appropriate reporting channels (including via the Operator App) to report maintenance and safety issues and to provide details of any issue.

## SCHEDULE 3 PLANS

### Scheme Area

**Table 1: Parking bays total available at 30<sup>th</sup> April 2025**

Number of active bays	108
Capacity including e-scooters	1,161
Maximum fleet size	580

Assumed availability to each operator to include bays for hire-cycle only and combined e-scooter and hire-cycle, 50% of total capacity which is 1,161 at 30<sup>th</sup> April 2025.

**Table 2 : 2025/26 parking bay delivery locations**

Location		Bay length mtrs	Equivalent number of bays*
1	Chancery Lane	12	2
2	Cross lane	6	1
3	Dean's Court	6	1
4	Distaff Lane	6	1
5	Eastcheap/Great Tower Street	6	1
6	Fann Street	12	2
7	Fetter Lane	6	1
8	Fore Street Avenue	12	2
9	Godliman Street	6	1
10	Haydon Street	6	1
11	Jewry Street	6	1
12	Laurence Pountney Hill	6	1
13	Little Britain	6	1
14	Muscovy Street	9	1.5
15	New Street Square	10	1.7
16	Primrose Street	12	2
17	Shoe Lane	12	2
18	Silk Street	6	1
19	Trinity Square	12	1



20	Vine Street	10	1.7
21	Warwick Square	9	1.5
22	Watergate	6	1

\*Assuming a standard bay length of 6 metres.

*Rest of figures (maps to be added)*

## SCHEDULE 4

### REPORTING

1. The Operator is committed to providing transparency and actionable data regarding how its fleet fits into the wider transport network.
  - 1.1. The City Corporation and the Operator can regularly review the process of data gathering, research, monitoring, and evaluation.
  - 1.2. The City Corporation will treat all data as confidential in accordance with the provisions of Paragraph 16.
  - 1.3. The Operator will be expected to provide the following data and key metrics, made available to the City Corporation free of charge for the duration of the Scheme Period, as set out in Table 1 below on at least a quarterly basis. The City Corporation may change the reporting frequency of data in Table 1 when reviewing the processing of data gathering, research, monitoring and evaluation.
  - 1.4. The City Corporation may make reasonable ad-hoc requests for any data listed in Table 1 to be provided outside of the quarterly reporting schedule described above.
  - 1.5. **FOR THE AVOIDANCE OF DOUBT** all data provided to the City Corporation should be anonymised.
  - 1.6. The City Corporation has specified the types and formats of data to be provided by the Operator.
  - 1.7. The City Corporation may also request the following data below on an ad-hoc basis up to twelve (12) times per quarter. The number of times this data can be requested by quarter will be reviewed quarterly and is subject to change.
  - 1.8. Information on specific dockless bikes, their activity/availability status(es), any retrieval/other task creations (including timestamps), any retrieval/other task completions (including timestamps) by bike ID for up to seventy-two (72) hours prior to the request;
  - 1.9. Information on bay status, including number of bikes parked within/nearby a bay, bike activity/availability statuses, any retrieval/other task creations (including timestamps), any retrieval/other task completions (including timestamps) by bay ID for up to twenty-four (24) hours prior to the request;
  - 1.10. All data must be provided within two (2) weeks of either the end of a reporting quarter or from the date of any ad-hoc request made. The Operator must notify the City

Corporation of any instance where data will not be provided within this timeframe, including an explanation for the delay and mitigating measures.

1.11. Any data quality issues or other errors must be reported to the City Corporation as soon as the Operator becomes aware of them.

1.12. The Operator may request accommodations for the first quarter this agreement comes into effect for the purposes of achieving compliance with this Schedule 4.

*Table 1: Data to be provided by the Operator to the City Corporation*

<b>Data Category</b>	<b>Description</b>
<b>Operator bicycle performance data: Reported quarterly (minimum frequency)</b>	
Total number of trips in IE matrix format by week	IE trip data matrices
Total distance travelled by week	IE trip data matrices of all trips with an origin or destination in the City
Average trip distance by week	IE trip data matrices of all trips with an origin or destination in the City
Average trip duration by week	IE trip data matrices of all trips with an origin or destination in the City
Average trip cost by week	IE trip data matrices of all trips with an origin or destination in the City
Vehicle utilisation rate (per vehicle per day) by week	IE trip data matrices
Total number of unique users by week	IE trip data matrices with preference for new users who start or end a trip in the City, will accept London-wide stats
Number of discounted trips by week	IE trip data matrices with preference for users who start or end a discounted trip in the City, will accept London-wide stats
Number of each type of discounted/concessionary trip or pass by week	IE trip data matrices with preference for users who start or end a discounted trip in the City, will accept London-wide stats
Heatmap of demand hotspots	GIS format
<b>Safety and serious incident reporting: Reported quarterly (minimum frequency)</b>	

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Number of KSI incidents by week

Type of incident	Anonymised, aggregated data regarding occurrences/incidents in STATS19 format (without sensitive information) preferred, will accept bespoke reporting formats following approval
Outcome of incident	As above
Location of incidents	As above
Time of incident and conditions (e.g., weather and light)	As above

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**Compliance data: Reported quarterly (minimum frequency)**

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Number of complaints received from members of the public regarding operations in the City of London by week

Number of complaints received from City staff/Members with a cityoflondon.gov.uk email address domain by week

Average response time to respond to any complaint by week	Time taken to fully resolve a complaint once received
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Maximum fleet size by day	Largest number of operator vehicles within the City boundary each day
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Minimum fleet size by day	Smallest number of operator vehicles within the City boundary each day
---------------------------	--

Average fleet size by day	Average calculated using hourly fleet size at each hour interval (00:00, 01:00, 02:00...)
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Number of vehicles parked outside of a bay or approved parking area by day	Bikes that are not parked within or immediately adjacent to an approved parking area
--	--

Number of warnings issued by warning level by quarter	All warnings issued for trips with a destination in the City
---	--

Number of fines issued by fine level by quarter	All fines issued for trips with a destination in the City
---	---

Number of bans levied by quarter	Will accept London-wide stats
All-time total number of banned users by quarter	Will accept London-wide stats
Number of retrieval/redistribution tasks initiated by week	
Number of retrieval/redistribution tasks completed by week	
Number of bays tidied by week	
Map of no parking zones (as implemented internally and/or externally)	GIS format
Map of no-go zones (as implemented internally and/or externally)	GIS format
Map of priority removal areas (as implemented internally and/or externally)	GIS format
Heatmap of parking non-compliance hotspots	GIS format; will accept list of key hotspots for first transfer if mapping process not yet established
Heatmap of warning/fine/ban issuing hotspots	GIS format; will accept list of key hotspots for first transfer if mapping process not yet established

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### **Tracking Education, Marketing and Outreach: London-wide: Quarterly**

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Details of outreach and marketing activity, including social media activity/impressions

## SCHEDULE 5 SPECIAL CONDITIONS

### OPERATOR BIKE SEIZURES

#### Overview of approach

For the purposes of this Schedule, dockless bikes include those Operator Bicycles made available by the Operators to the public for hire on-street, commonly through a mobile app, and which do not require fixed physical infrastructure to start or end a ride ("**Dockless Bikes**").

The City Corporation as highway authority, has a legal duty to assert and protect the rights of the public to the use and enjoyment of any highway for which the City Corporation is highway authority. As far as possible, the City Corporation must also make sure that the highways are free from nuisance, danger, and obstructions and in the exercise of this duty the City Corporation has the discretion to take such steps as it considers expedient.

This guide applies to enforcement conducted by the City Corporation as highway authority. It is for other highway authorities or landowners to determine their own practices and policies in relation to DocklessBikes, although the City Corporation will continue to work collaboratively with other highway authorities in London.

It is the City Corporation's desire that compliance can be achieved without the need to take enforcement action, however it is important to set out clearly that enforcement may form a necessary part of our approach. This guide sets out when and how the City Corporation will consider enforcement by way of removal of Dockless Bikes from the highway.

While each instance will be considered on a case-by-case basis, the City Corporation may remove the Dockless Bikes from the highway without warning where the Dockless Bike(s) presents a danger to highway users. Dockless Bikes which are removed from the highway will be stored for the period set by the City Corporation, after which they may be disposed of by the City Corporation. The Operator will be required to pay the reasonable costs incurred by the City Corporation in connection with the removal, storage and where relevant, the disposal of the Dockless Bike(s) along with any administrative costs. Guided by TfL's Code of Practice, this is estimated to be around £362.00 per Dockless Bike. The costs payable by the Operator will be subject to a periodic review.

#### Defining where Dockless Bikes present an immediate danger

The City Corporation considers Dockless Bikes to be causing an immediate danger to highway users in the following non-exhaustive list of circumstances:

1. Where the entire footway is blocked and pedestrians need to walk into the carriageway to move past the Dockless Bike(s).
2. Where the Dockless Bike(s) narrows the footway width to significantly less than two (2) metres for a considerable length of the street or where the Dockless Bike narrows the footway to the extent that other highway users are likely to attempt to reposition or move the Dockless Bike themselves to pass or repass (manual handling risk).

3. Where a dedicated crossing point is blocked or restricted by a Dockless Bike(s), such as a zebra crossing, pelican/toucan crossing or pedestrian refuge island, or obstructing accessibility features that facilitate safe crossing such as tactile paving and dropped kerbs.
4. Where the Dockless Bikes position is likely to cause highway users to make sudden or unusual manoeuvres, especially those which narrow the footway to the extent that it impedes passing or repassing on the footway or makes this impossible for pedestrians, in particular for those with visual or mobility impairments or users with children's buggies; are deposited in cycle tracks or carriageway (so users swerve to avoid); or deposited in or adjacent to parking bays reserved for specific users such as disabled bays, taxi ranks or loading bays (blocking vehicle exit or causing passengers to exit into live traffic lanes).
5. Where junctions are blocked, causing visibility issues or impeding turning movements for highway users.
6. Where there is a risk of cycles falling over into active traffic lanes (including footways) such that they have or could impede the usable space or represent a trip hazard.
7. Where emergency access to/from properties is blocked.
8. Where public defibrillators or other emergency infrastructure are blocked.
9. Where Dockless Bikes are obstructing cycle stands for private bike users and moving them to access stands would present a manual handling risk.

## **Powers**

The City Corporation will rely upon powers under the Highways Act 1980, while not an exhaustive list, the most relevant sections of the Highway Act are:

- 137 ZA (Power to order offender to remove obstruction)
- 148 (Depositing things on the highway)
- 149 (Removal of things so deposited on the highways as to be a nuisance etc).

Seizure and removal of Dockless Bikes will be undertaken by:

- The City Corporation; or
- Any approved and designated person or agency acting for, or on behalf of the City Corporation.

Where a Dockless Bike has been removed from the highway, the City Corporation will notify the Operator as soon as possible following the removal, informing the Operator of the location, timeframe and cost for retrieval. The Operator can appeal any Dockless Bike removed from the highway within five (5) working days of notification of the initial seizure.

## **SCHEDULE 6**

### **DATA PROTECTION**

#### **1. DEFINITIONS**

In this Schedule 6 the following definitions shall apply:

Contact Data		means the Personal Data of each Party's employees or staff Processed by the other Party, under, or in connection with, this MoU.
"Controller", "Data Subject", "Processed", "Processing", "Processor"	"Data Subject", "Processed", and	shall have the meaning given to those terms in the applicable Data Protection Laws.
Data Particulars	Processing	means, in relation to any Processing under this MoU: (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects,
Data Protection Laws		means all applicable laws, regulations, directives, codes of practice or other requirements of regulatory authorities relating to privacy and the processing of Personal Data, including without limitation the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) (the "GDPR"), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and the Electronic Communications Data Protection Directive (2002/58/EC), including any relevant primary, subordinate or implementing laws, regulations, directives, or codes of practice and any replacement/subsequent European and/or UK legislation, as amended from time to time.
Data Subject Request		means an actual or purported request or notice or complaint from or on behalf of a Data Subject exercising his rights under the Data Protection Laws in relation to Personal Data including without limitation: the right of access by the Data Subject, the right to rectification, the right to erasure, the right to restriction of processing, the right to data portability and the right to object.



Group	any company that is from time to time (i) a Holding Company, or (ii) a Subsidiary Company of either of the respective Parties.
Holding Company and Subsidiary Company	shall have the meanings given to them in section 1159 of the Companies Act 2006 and shall include parent and subsidiary undertakings as defined in section 1162 of the Companies Act 2006.
ICO	means the UK Information Commissioner's Office, or any successor or replacement body from time to time.
ICO Correspondence	means any correspondence or communication (whether written or verbal) from the ICO in relation to the Processing of Personal Data.
Losses	means all losses, fines, penalties, liabilities, damages, costs, charges, claims, amounts paid in settlement and expenses (including legal fees (on a solicitor/client basis), disbursements, costs of investigation (including forensic investigation), litigation, settlement (including ex gratia payments), judgment, interest and penalties), other professional charges and expenses, disbursements, cost of breach notification including notifications to the data subject, cost of complaints handling (including providing data subjects with credit reference checks, setting up contact centres (e.g. call centres) and making ex gratia payments), all whether arising in MoU, tort (including negligence), breach of statutory duty or otherwise.
Permitted Purpose	means the purposes the Parties are permitted to use and Process the Data under this MoU.
Personal Data	means any personal data (as defined by the Data Protection Laws) Processed by either Party in connection with this MoU, and for the purposes of this MoU includes Special Categories of Personal Data (as defined in the Data Protection Laws)
Personal Data Breach	has the meaning set out in the Data Protection Laws and for the avoidance of doubt, includes a breach of paragraph 2.3.2(d) of this Schedule 6.
Request for Information	a request for information made under the Freedom of Information Act 2000, Environmental Information

Regulations 2004 or other similar regime which requires the disclosure of information by a Party to this MoU.

**Restricted Country** means a country, territory or jurisdiction outside of the European Economic Area which the EU Commission has not deemed to provide adequate protection in accordance with Article 45(1) of the GDPR (as applicable).

**Security Requirements** means the requirements regarding the security of Personal Data, as set out in the Data Protection Laws (including, in particular, the measures set out in Article 32(1) of the GDPR (taking due account of the matters described in Article 32(2) of the GDPR)) as applicable.

## **2. DATA PROTECTION**

### **2.1. Contact Details**

2.1.1. The Parties each acknowledge and agree that they may need to Process Contact Data (in their respective capacities as Controllers) in order to (as appropriate): (a) administer this MoU and in connection with the Permitted Purpose; (b) share the Personal Data; (c) compile, dispatch and manage payments relating to this MoU; (d) manage the MoU and resolve any disputes relating to it; (e) respond and/or raise general queries relating to this MoU and/or the Permitted Purpose; and (f) comply with their respective regulatory obligations.

2.1.2. Each Party shall process such Contact Data for the purposes set out in paragraph 2.1.1 above in accordance with their respective privacy policies. The Parties acknowledge that they may be required to share Contact Data with their affiliates, their Group and other relevant Parties, within or outside of the country of origin, in order to carry out the activities listed in paragraph 2.1.1, and in doing so each Party will ensure that the sharing and use of this Contact Data complies with applicable Data Protection Laws.

### **2.2. Arrangements between the Parties**

2.2.1. The Parties acknowledge that the factual arrangements between them dictate the role of each Party in respect of the Data Protection Laws. Notwithstanding the foregoing, each Party agrees that the nature of the Processing under this MoU will be as follows:

- (a) the Parties shall each Process the Personal Data;

- (b) each Party shall act as a Controller in respect of the Processing of the Personal Data on its own behalf and in particular each shall be a Controller of the Personal Data acting individually and in common, as follows:
  - (i) each Party shall be a Controller of (i) its own Contact Data for internal business and administration purposes and (ii) the other Party's Contact Data in order to administer the MoU;
- (c) The Operator shall be a Controller where it is Processing the Personal Data in connection with its relationship with the Data Subject, for the Permitted Purpose, and for any other purpose the Operator chooses to Process the Personal Data from time to time; notwithstanding paragraph 2.2.1(b) above, if either Party is deemed to be a joint Controller with the other in relation to the Personal Data, the Parties agree that they shall be jointly responsible for the compliance obligations imposed on a Controller by the Data Protection Laws, and the Parties shall cooperate to do all necessary things to enable performance of such compliance obligations, except that each Party shall be responsible, without limitation, for compliance with its data security obligations set out in paragraph 2.3.2(d) below where Personal Data has been transmitted by it, or while Personal Data is in its possession or control.

## **2.3. Data Controller Obligations**

- 2.3.1. Each Party shall in relation to the Processing of the Personal Data Processed under this MoU comply with its respective obligations under the Data Protection Laws.
- 2.3.2. Without limiting the generality of the obligation set out in paragraph 2.3.1 above, in particular, each Party shall:
  - (a) where required to do so make due notification to the ICO or other relevant regulator;
  - (b) ensure it is not subject to any prohibition or restriction which would:
    - (i) prevent or restrict it from disclosing or transferring the Personal Data to the other Party for the Permitted Purpose or otherwise as required under this MoU;
    - (ii) prevent or restrict it from granting the other Party access to the Personal Data as required for the Permitted Purpose or otherwise under this MoU; or
    - (iii) prevent or restrict either Party from Processing the Personal Data for the Permitted Purpose or otherwise as envisaged under this MoU;
  - (c) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable each

Party to Process the Personal Data as required in order to obtain the benefit of its rights and to fulfil its obligations under this MoU in accordance with the Data Protection Laws;

- (d) ensure that appropriate technical and organisational security measures are in place sufficient to comply with at least the obligations imposed on a Controller by the Security Requirements;
- (e) notify the other Party promptly, and in any event within forty-eight (48) hours of receipt of any Data Subject Request or ICO Correspondence which relates directly or indirectly to the Processing of Personal Data under, or in connection with, this MoU and together with such notice, provide a copy of such Data Subject Request or ICO Correspondence to the other Party and reasonable details of the circumstances giving rise to it. In addition to providing the notice referred to in this paragraph 2.3.2(e), each Party shall provide the other Party with all reasonable co-operation and assistance required by the other Party in relation to any such Data Subject Request or ICO Correspondence;
- (f) use reasonable endeavours to notify the other Party if it is obliged to make a disclosure of any of the Personal Data under any statutory requirement, such notification to be made in advance of such disclosure or immediately thereafter unless prohibited by law;
- (g) notify the other Party in writing without undue delay and, in any event, within twenty-four (24) hours of it becoming aware of any actual or suspected Personal Data Breach in relation to the Personal Data received from the other Party and shall, within such timescale to be agreed by the Parties (acting reasonably and in good faith):
  - (i) implement any measures necessary to restore the security of compromised Personal Data; and
  - (ii) make and support the other Party to make any required notifications to the ICO and/or other relevant regulatory body and affected Data Subjects;
- (h) take reasonable steps to ensure the reliability of any of its personnel who have access to the Personal Data;
- (i) not do anything in relation to Personal Data which shall damage the reputation of the other Party or that Party's relationship with the Data Subjects;
- (j) not transfer any Personal Data it is Processing under this MoU to a Restricted Country other than in accordance with the requirements of the Data Protection Laws and only if consented by RSSB;

- (k) hold the information contained in the Personal Data confidentially and under at least the conditions of confidence as such Party holds Personal Data Processed by it other than the Personal Data.

- 2.4. Except as otherwise provided, this MoU does not transfer ownership of, or create any licences (implied or otherwise), in any Intellectual Property Rights in any Personal Data.

### **3. INDEMNITY**

- 3.1. Each Party shall indemnify on demand and keep indemnified the other Party from and against all and any Losses that are sustained, suffered or incurred by, awarded against or agreed to be paid by the other Party to the extent arising from the first Party's breach of its obligations under this Schedule 6 (Data Protection) and/or failure to comply with the Data Protection Laws, including, in particular all Losses resulting from:

- 3.1.1. any monetary penalties or fines levied by the ICO on the other Party;
- 3.1.2. the costs of an investigative, corrective or compensatory action required by the ICO, or the defence of a proposed or actual enforcement taken by the ICO;
- 3.1.3. any Losses suffered or incurred by, awarded against, or agreed to be paid by the other Party pursuant to a claim, action or challenge made by a third party to or against the other Party (including by a Data Subject); and
- 3.1.4. except to the extent covered by paragraphs 3.1.1 or 3.1.2 or 3.1.3, any Losses suffered or incurred, awarded against or agreed to be paid by the other Party.

- 3.2. Nothing in this MoU shall exclude or limit a Party's liability under this paragraph 3.